# FRANCHISE DISCLOSURE DOCUMENT

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

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

The total investment necessary to begin operation of a Jack in the Box franchise you build is $1,910,500 to $4,032,100. This includes $105,975 to $178,475 that must be paid to Different Rules, LLC or its affiliates.

The total investment necessary under the development agreement, based on a commitment of 2 Jack in the Box Restaurants, is $3,822,000 to $8,070,000. This includes $60,000 that must be paid to Different Rules, LLC or its affiliates for new franchisees (full development fee of $50,000 for first restaurant and $10,000 for second restaurant).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Legal Department at 9357 Spectrum Center Blvd, San Diego, California 92123, 858-571-2440, or franchise.legal@jackinthebox.com.

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

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

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

Issuance Date: May 5, 2025

## How to Use This Franchise Disclosure Document

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

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit A includes financial statements. Review these statements carefully. |
| **Is the franchise system stable, growing, or shrinking?** | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| **Will my business be the only Jack in the Box® business in my area?** | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| **Does the franchisor have a troubled legal history?** | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| **What's it like to be a Jack in the Box® franchisee?** | Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

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

3. **Unopened Franchises**. The franchisor has signed 63 franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

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

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

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

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

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

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

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

As of September 29, 2024, there were 150 company owned Jack in the Box restaurants, and 2,040 franchised *Jack in the Box* restaurants (or "outlets"). The

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

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

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

On March 8, 2022, Del Taco Holdings, Inc. ("DTH") was acquired by JIB pursuant to an Agreement and Plan of Merger Dated December 5, 2021 ("Merger"). As a result of the Merger, DTH is a wholly owned subsidiary of JIB. DTH is a corporation originally incorporated in Delaware on August 23, 2004. DTH is the parent of Del Taco LLC ("DTL), the franchisor for Del Taco Restaurants. DTL is a limited liability company formed in Delaware as of March 23, 2006 by virtue of the conversion of Del Taco, Inc. into a limited liability company. Del Taco, Inc. was originally incorporated in Delaware on January 21, 1988. DTH and DTL have their principal places of business at 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630. DTL has operated and franchised Del Taco Restaurants since February 1990. "Del Taco" restaurants offer quick service dining featuring primarily Mexican-American foods like tacos and burritos, along with burgers, shakes, French Fries, breakfast items, soft drinks, and similar food and beverage items. As of September 29, 2024, there were 133 *Del Taco* restaurants operated by DTR and 461 franchised *Del Taco* restaurants. In May 2025, JIB announced that it was exploring strategic options relating to the Del Taco brand which include divestiture.

## Our Affiliates

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

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

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

## Jack in the Box Restaurants

We offer franchises for the operation of *Jack in the Box* restaurants. *Jack in the Box* restaurants offer a variety of foods: primarily hamburgers, specialty sandwiches, french fries, tacos, salads, bowls, drinks and side items. The restaurants are operated under a uniform operating system that includes standards for: the building and décor; uniforms; the purchase, preparation and sale of foods; and the operations of the

restaurant. Most of our restaurants have drive-thru windows and a seating capacity ranging from 20 to 100 people. We also have some restaurants that are drive-thru only or with limited seating capacity, and nontraditional locations. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or virtual / dark / ghost kitchens. Additionally, we are exploring virtual, dark, or ghost kitchens.

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

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

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

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

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

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

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

## ITEM 2
## BUSINESS EXPERIENCE

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

### JIB DIRECTORS

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| David L. Goebel<br>Non-Executive Chairman of the Board | Mr. Goebel has been the non-executive Chairman of the Board since June 2020. Mr. Goebel has been a JIB director since December 2008. He has been a partner and Faculty Member for The ExCo Group LLC (formerly Merryck & Co. Ltd) in New York, New York, since May 2008. He has served on the board of directors of Wingstop Inc. in Dallas, Texas, since November 2017 and Murphy USA Inc. in El Dorado, Arkansas since October 2021. |
| Guillermo Diaz, Jr. | Mr. Diaz has been a JIB director since September 2022. |

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| Director | Mr. Diaz is the founder of Conectado Inc. in Pleasanton, California, and has served as its Chief Executive Officer since February 2022. From February 2020 to September 2021, Mr. Diaz was Chief Executive Officer for Kloudspot Inc. in Sunnyvale, California. From February 2000 to February 2020, Mr. Diaz served as Chief Information Officer for Cisco Systems, Inc. in San Jose, California. |
| Madeleine A. Kleiner<br>Director | Ms. Kleiner has been a JIB director since September 2011. She also has served on the Board of Directors of Northrop Grumman Corporation in Falls Church, Virginia, since 2008. |
| Enrique Ramirez Mena<br>Director | Mr. Mena has been a JIB director since January 2024. He has been President and Chief Financial Officer for Buff City Soap in Dallas, Texas since March 2022. Mr. Mena served as Global Chief Financial Officer for Yum Brands Inc. – Pizza Hut/General Manager, Pizza Hut Latin America and Iberia from January 2010 to February 2022. |
| Michael W. Murphy<br>Director | Mr. Murphy has been a JIB director since September 2002. Mr. Murphy served as President and Chief Executive Officer of Sharp Healthcare, a comprehensive healthcare delivery system in San Diego, California, from April 1996 until his retirement in February 2019 and as a member of the Sharp Healthcare Board from 2007 through his retirement. |
| James M. Myers<br>Director | Mr. Myers has been a JIB director since December 2010. He has served as Chairman of the Board of Petco Animal Supplies, Inc. in San Diego, California from July 2015 until September 2018. |
| Vivien M. Yeung<br>Director | Ms. Yeung has been a JIB director since April 2017. Ms. Yeung is currently serving as a strategic advisor to Bain & Company in Boston, Massachusetts since October 2023. From November 2019 until April 2023, Ms. Yeung served as the Executive Vice President & Chief Strategy Officer of Kohl's Corporation in Menomonee Falls, Wisconsin. Ms. Yeung served as General Manager, Venture at lululemon athletica inc., in Vancouver, British Columbia from January 2018 to November 2019. She previously served as that company's Chief Strategy Officer since May 2015 to January 2018. |

## JIB OFFICERS, EXECUTIVES AND OTHERS WITH MANAGEMENT RESPONSIBILITY

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| Ryan Ostrom<br>Chief Customer and Digital Officer | Mr. Ostrom has been Chief Customer and Digital Officer since December 2024, and has served in the same role for JIB Funding, SPV, JIB Properties, and Del Taco since December 2024. Previously, he served as Executive Vice President, Chief Marketing Officer from January 2021 to December 2024. He served in the same role for JIB Funding, SPV, JIB Properties, and JIB from January 2021 to December 2024, and for Del Taco from March 2022 to December 2024. He was Chief Brand Officer for GNC Holdings, LLC in Pittsburgh, Pennsylvania from June 2019 until January 2021. He was Chief Digital Officer for Yum! Brands, Inc. in Dallas, Texas from June 2015 until June 2019. |
| Lance Tucker<br>Chief Executive Officer | Mr. Tucker has been our Chief Executive Officer since February 2025. He has served as Chief Executive Officer for JIB Funding, SPV, JIB Properties, and Del Taco since February 2025. He served as our Executive Vice President and held the same role for JIB Funding, SPV, JIB Properties, and Del Taco from January 2025 to February 2025. Mr. Tucker served as Chief Financial Officer for Davidson Hospitality Group in Atlanta, Georgia, from January 2022 to December 2024. He served as Chief Financial Officer for CKE Restaurants, Inc. in Nashville, Tennessee from September 2020 to January 2022. He previously served as our Executive Vice President and Chief Financial Officer in San Diego, California from March 2018 to September 2020. |
| Richard D. Cook<br>Senior Vice President, Chief Technology Officer | Mr. Cook has been Senior Vice President, Chief Technology Officer since October 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since October 2021, and for Del Taco since March 2022. Mr. Cook serviced as Interim Chief Technology Officer for JIB from July 2021 to October 2021.He has been President and Principal Consultant for Elevated Methods, LLC in Edmond, Oklahoma since January 2021. From July 2019 to December 2020, Mr. Cook served as Chief Information officer for Pizza Hut, LLC in Plano, Texas. From May 1999 to June 2019, he served as Vice President, Brand Technology Leader for Sonic Corp. in Oklahoma City, Oklahoma. |

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| Carl Mount<br>Senior Vice President, Chief Supply Chain Officer | Mr. Mount has served been Senior Vice President, Chief Supply Chain Officer since August 2024. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since August 2024. Previously, Mr. Mount was Chief Supply Chain Officer for Zaxby's Franchising LLC in Atlanta, Georgia from January 2023 to August 2024. He was Senior Vice President, Supply Chain Operations for Starbucks Coffee Company in Seattle, Washington from April 2017 to January 2023. |
| Tim Linderman<br>Senior Vice President, Chief Development Officer | Mr. Linderman has been Senior Vice President, Chief Development Officer for the Company, JIB Funding, SPV, and JIB Properties since December 2022, for Del Taco since March 2022, and for JIB since April 2022. He was our Senior Vice President, Franchise and Corporate Development from May 2022 to December 2022. He was our Senior Vice President, Chief Franchise and Corporate Development Officer from August 2021 to April 2022. He was our Senior Vice President, Franchise and Corporate Development from October 2020 to July 2021. From October 2020 to December 2022, Mr. Linderman served in the same roles for JIB Funding, SPV, and JIB Properties during the same respective dates, and for JIB from October 2020 to April 2022. He was Chief Development Officer for Ascent Hospitality Management in Atlanta, Georgia from July 2019 to October 2020. Mr. Linderman was Chief Development Officer for Global Franchise Group, LLC in Atlanta, Georgia from January 2014 to July 2019. |
| Steven Piano<br>Senior Vice President, Chief People Officer | Mr. Piano has been Senior Vice President, Chief People Officer since April 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since April 2021, and for Del Taco since March 2022. He was the Chief Human Resources Officer of GNC Holdings, LLC in Pittsburgh, Pennsylvania from January 2018 until April 2021. |
| Sarah Super<br>Executive Vice President, Chief Legal and Administrative Officer | Ms. Super has been Executive Vice President, Chief Legal and Administrative Officer since February 2025 and has served in the same role for JIB Funding, SPV, JIB Properties, JIB, and Del Taco since February 2025. Previously, from March 2020 to February 2025, Ms. Super served as Senior Vice President, Chief Legal and Risk Officer, and served in the same role for JIB Funding, SPV, JIB Properties, and JIB. She held the title of Senior Vice President, General Counsel from November 2019 to |

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| | February 2025, and served in the same roles for JIB Funding, SPV, JIB Properties, and JIB from November 2018 to February 2025. She also served as Chief Legal Officer of Del Taco from March 2022 to February 2025. |
| Dawn Hooper<br>Interim Chief Financial Officer, Senior Vice President, Controller | Ms. Hooper has been our Interim Chief Financial Officer since February 2025 and Senior Vice President, Controller since December 2022. She has been Senior Vice President, Controller for JIB Funding, SPV, JIB Properties, and JIB since December 2022, and for Del Taco since March 2022. Ms. Hooper was Interim Principal Financial Officer for the Company, JIB Funding, SPV, JIB Properties, and JIB from November 2025 to January 2025, February 2023 to August 2023, and August 2020 to January 2021. Ms. Hooper was Vice President, Controller from May 2020 to December 2022. She served in the same role for JIB Funding, SPV, JIB Properties, and JIB from May 2020 to December 2022. Ms. Hooper served as Vice President, Assistant Controller from January 2013 to May 2020. She served in the same role for JIB Funding, SPV, JIB Properties, and JIB from November 2018 to May 2020. |
| Michael J. Snider<br>Assistant General Counsel, Vice President Legal Transactions; Assistant Secretary | Mr. Snider has been Assistant General Counsel, Vice President Legal Transactions; Assistant Secretary since November 2018. Mr. Snider has served in the same roles for JIB Funding, SPV, and JIB Properties since November 2018. He has been Assistant Secretary of Del Taco since March 2022. Previously, Mr. Snider served in various roles for JIB since September 1997, including as Assistant General Counsel, Vice President Legal Transactions from July 2009 to September 2022. |
| Jack Tang<br>Vice President | Mr. Tang has served as a JIB Vice President since March 2022, and as Vice President, General Counsel for Del Taco since 2008. |

## EMPLOYEES WITH MANAGEMENT RESPONSIBILITY

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| Kevin N. Briscoe<br>Vice President, Franchise Operations | Mr. Briscoe has been Vice President, Franchise Operations for JIB since August 2020. Prior to that, he was Director of Franchise Operation for JIB from August 2015 to August 2020. |

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| David Hull<br>Vice President, Real Estate and Asset Management | Mr. Hull has been Vice President, Real Estate and Asset Management for JIB and Del Taco since October 2023. From September 1989 to October 2023, he served as Senior Vice President – Retail Corporate Services for Jones Lang LaSalle Americas, Inc. in Atlanta, Georgia. |
| Van Ingram<br>Vice President, Franchise Development | Mr. Ingram has been Vice President, Franchise Development since February 2022, and for Del Taco since March 2022. He was Vice President of Business Development for Launch Franchising, LLC in Warwick, Rhode Island from October 2021 to December 2021. Mr. Ingram was a Senior Director of Development for Wingstop Restaurants, Inc. in Dallas, Texas from December 2020 to October 2021 and Vice President of Franchise Development for Golden Corral Corporation in Raleigh, North Carolina from October 2018 to August 2020. |
| Jeremy Korzen<br>Vice President, Strategic Finance | Mr. Korzen has been Vice President, Strategic Finance since March 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since March 2021, and for Del Taco since March 2022. From May 2019 to March 2021, he was Director of Strategy for Vasa Fitness, LLC in Denver, Colorado. From October 2018 to April 2019, Mr. Korzen was an Investment Banking Associate for SunTrust Robinson Humphrey, Inc. in Atlanta, Georgia. |
| Mark Madden<br>Vice President, Franchise Operations | Mr. Madden has been Vice President, Franchise Operations for JIB since May 2022. From October 2015 to May 2022, Mr. Madden served as Director, Franchise Business Consultant for JIB. |
| Ali Nemat<br>Vice President, Operations Services and Field Performance Support | Mr. Nemat has been Vice President, Operation Services and Field Performance Support for JIB since December 2021. From March 2020 to December 2021, Mr. Nemat served as Director of Operations Excellence and Insight for JIB. From March 2015 to March 2020, Mr. Nemat served as Senior Manager of Brand Standards and Insight for YUM! Brands, Inc. for the Taco Bell brand in Irvine, California. |

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| Michael L. Wahrer<br>Vice President, Design and Construction | Mr. Wahrer has been Vice President, Design and Construction for JIB since July 2021, and for Del Taco since March 2022. From January 2016 to July 2021 he served as National Director, Architecture, Design and Construction for JIB. Prior to that, he was National Director, Construction for JIB from September 2012 to January 2016. |
| Zorah Hamedany<br>Senior Director of Construction | Ms. Hamedany has served as our Senior Director of Construction since March 2022 and has served in the same role for Del Taco since November 2017. |
| Ronniann Silver<br>Director of Franchise Development | Ms. Silver has been Director of Franchise Development for JIB since October 2021, and for Del Taco since March 2022. Prior to that, she was Business Franchise Development Manager for JIB from December 2016 to October 2021. |
| Dustin Thompson<br>Director of Franchise Marketing and Development | Mr. Thompson has been Director of Franchise Marketing and Development for JIB and Del Taco since May 2022. From April 2021 to May 2022 he was Franchise Recruitment Marketing Director for JIB. From March 2020 to March 2021, he served as Director of Franchise Marketing for Fyzical Therapy and Balance Centers in Sarasota, Florida, and from March 2014 to February 2020, Mr. Thompson served as Director of Franchise Marketing for Global Franchise Group, LLC in Atlanta, Georgia. |
| Michael Wootton Jr.<br>Franchise Development Director | Mr. Wootton has been Franchise Development Director for JIB and Del Taco since June 2023. From September 2022 to June 2023, he was self-employed in Charlotte, North Carolina. From February 2022 to September 2022, Mr. Wootton was Vice President of Franchise Development for Walk On's Enterprises in Baton Rouge, Louisiana. Since March 2021 he has been an owner and operator of JM Mint Build Company LLC in Denver, North Carolina. From April 2019 to February 2022, he was Vice President of Franchise Development for Now Optics, LLC in Delray Beach, Florida. From May 2012 to April 2022, Mr. Wootton was Southeast Regional Development Director for American Dairy Queen Corporation in Edina, Minnesota. |

## ITEM 3
## LITIGATION

**Pending Actions:**

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

*Marilyn Garner, Chapter 7 Trustee v. Jack in the Box Inc.* (Cause No. 048-29134017, 48th Judicial District, Tarrant County, Texas). In April 2017, Jack in the Box Inc. ("JIB") and Jack in the Box Eastern Division L.P. (collectively the "JIB Parties") filed a case against J&D Restaurant Group, LLC ("J&D") and Bernard J. Morrissey ("BJM") after BJM defaulted under various franchise agreements ("State Court Action"). On May 19, 2017, J&D filed a Chapter 7 petition (Case No. 17-42099) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division ("Franchisee Bankruptcy Filing"). The State Court action was stayed as a result of the Franchisee Bankruptcy Filing. On April 17, 2019, Marilyn Garner, as Chapter 7 Trustee ("Trustee"), filed a petition in intervention in the State Court Case asserting claims against JIB Parties. The Trustee's complaint asserted claims for breach of franchise agreements relating to alleged mismanagement of the marketing fund, alleged failure to consent to a sale of the franchises and improper termination of the franchise agreements, breach of implied covenant of good faith and fair dealing, breach of lease agreements, violation of the Texas Uniform Fraudulent Transfer Act, and violation of the California Franchise Relations Act, and requests actual and exemplary damages alleged to be in excess of $1 million. After various dispositive motions, on January 9, 2023, trial commenced on the Trustee's remaining claims for alleged breaches of the franchise agreements (improper termination and failure to approve buyers), breach of lease agreements by improper termination, breach of the implied covenant of good faith and fair dealing (improper termination and failure to approve buyers) and a claim for alleged violations of the California Unfair Practices Act. On February 8, 2023, the jury returned a verdict finding that JIB had not breached any contracts in its termination of the franchise agreements or its withholding of consent to the proposed sale of the restaurants, had not violated California Unfair Practices Act, but awarded plaintiff $8 million in damages under the claim for breach of the implied covenant of good faith and fair dealing. On May 9, 2023, the court granted JIB's post-trial motion and ordered that plaintiff take nothing from the Company and

awarded JIB all recoverable court costs and post-judgment interest. On August 4, 2023, the plaintiff filed a notice of appeal. The appeal is fully briefed and oral argument occurred on December 10, 2024. The parties are now awaiting the court's ruling.

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

**Concluded Actions:**

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

*National JIB Franchisee Association, Inc. v. Jack in the Box Inc.*, San Diego Superior Court, Case No. 37-2019-00031267. On December 4, 2018, the National JIB Franchisee Association, Inc. ("NFA") filed suit against JIB in the Los Angeles Superior Court, Case No. 18STCV06066 asserting claims for breach of contract, breach of covenant of good faith and fair dealing, accounting and declaratory relief. The complaint did not request monetary damages. On November 26, 2018, the Company filed a motion to transfer venue to San Diego, which was granted. Ultimately the NFA filed a third amended complaint against JIB and its affiliate Different Rules, LLC (collectively,

the “JIB Companies”), which was limited to seeking further access to budgets and reports associated with the JIB Companies’ marketing fund and continued participation by JIB in one or more advisory committees partially comprised of franchisees. The case was settled November 10, 2020. The settlement provided that NFA and Company would dissolve the existing Franchisee Advisory Council and establish a Leadership Advisory Council with input from the NFA. The terms also provided that the NFA will form an audit committee to review income and expense reports and vendor contracts that relate to the marketing fund.

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

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

*Ibrahim Investment Corp., et al. v. Jack in the Box Inc., et al.* (San Diego Superior Court, Case No. 37-2020-00019032). On June 5, 2020, a franchisee filed suit against JIB asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, and specific performance. The franchisee generally claimed JIB made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee sought modification to several franchise purchase, franchise and/or lease agreements, claiming the franchisee is entitled to relief based on representations by the company or mistaken facts on the part of the franchisee. The franchisee further sought damages associated with a third-party vendor that failed to provide credit card chip reader technology and royalties allegedly paid on sales that were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit was resolved through settlement in April 2021 and the case was dismissed with prejudice on May 11, 2021. Under the settlement agreement, among other things, JIB paid the franchisee $25,000, JIB modified certain rent amounts for various leases, JIB provided the franchisee an early termination right and reduced royalty fee for a Jack in the Box restaurant, the franchisee agreed to purchase from JIB a Jack in the Box location for $600,000 and to build an additional Jack in the Box location, and the parties exchanged mutual release.

**Currently Effective Injunctive or Restrictive Orders or Decrees:**

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

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

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

## ITEM 4
## BANKRUPTCY

*GNC Holdings, Inc. Bankruptcy* (United States Bankruptcy Court, District of Delaware, Case No. 20-11662). Prior to joining us and our affiliates, Ryan Ostrom, our Chief Brand Officer, was Chief Brand Officer and Steven Piano, our Chief People Officer, was Chief Human Resources Officer of GNC Holdings, LLC (formerly constituted as GNC Holdings, Inc.). While Mr. Ostrom and Mr. Piano were employed by GNC Holdings, Inc., that entity (and certain affiliated entities) filed for Chapter 11 bankruptcy protection on June 23, 2020. The plan of reorganization was confirmed on October 14, 2020. GNC Holdings, Inc. was reorganized as Vitamin OldCo Holdings, Inc. with the principal business address of 300 Sixth Avenue, Pittsburgh, PA 15222, and was later converted to GNC Holdings, LLC. GNC Holdings, Inc., Vitamin OldCo Holdings, Inc., and GNC Holdings, LLC were not at the time of the bankruptcy filing, nor are they now, related in any way to us or our affiliates.

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

## ITEM 5
## INITIAL FEES

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

### Initial Franchise Fee

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

We may reduce the Initial Franchise Fee or accept installment payments. In the past, we have done this for: (i) sales of existing Company-owned restaurants with restaurant sales significantly below system average and/or with an unusual history of business or management problems; (ii) special incentive programs, which are offered at the discretion of, and subject to such restrictions as may be imposed by, the Company; (iii) settlement of disputes; and (iv) the reopening of certain closed sites or the approved relocation of a franchise (although you have no right to relocate your franchise, and approval of such requests is rare). During the past fiscal year, the Company collected Initial Franchise Fees ranging from $10,000 to $50,000, excluding any franchises for

which the fee was waived pursuant to our previous Development Incentive Program (discussed below), or otherwise.

**Development Fee**

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

If you sign a Multi-Unit Development Agreement, we grant you the right to construct an agreed-upon number of Jack in the Box restaurants in a specified geographic area. The minimum number of restaurants that can be developed under a Multi-Unit Development Agreement is two (2). If you are a new developer / franchisee to our System, when you sign the Multi-Unit Development Agreement, you must pay us a non-refundable Development Fee, calculated as follows: (a) $50,000 for the first new restaurant; and (b) $10,000 for each additional new restaurant. If you are an existing developer / franchisee with our System, when you sign the Multi-Unit Development Agreement, you must pay us a non-refundable Development Fee equal to $10,000 for each new restaurant. If you are in full compliance with the Multi-Unit Development Agreement and any other agreements with us, we will credit the portion of the Development Fee for the particular restaurant towards the Initial Franchise Fee for that restaurant. The Franchise Fee for each particular restaurant is due when you sign the required Franchise Agreement. During the past fiscal year, the Company collected Development Fees ranging from $0 to $50,000.

**Development Incentive Program**

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

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

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

**Select Market Incentive Program**

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

**New Prospect Referral Programs**

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

**Veterans Program**

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

**Extension of Development Schedule**

If you have signed a Development Agreement and you will not be able to timely meet your Development Schedule, provided that you are in full compliance with all agreements with us, you may, by providing us six months’ advance written notice, request a twelve-month extension of one or more of the development deadlines in the development schedule. Each such development deadline under a Development

Agreement may be extended one time only, and for each deadline that is extended, you must pay us a fee calculated as follows: $5,000 times the number of development deadlines that you wish to extend for twelve months ("Extension Fee"). The Extension Fee is due and payable no later than ten (10) days prior to the initial development deadline that is being extended. This fee is earned upon receipt, is non-refundable, and may be credited against other fees due to us. You will be required to sign an amendment to the Development Agreement to reflect these terms and that amendment will include a general release in our favor.

**Technology Installation Fees**

Before your restaurant opens, you must have certain technology systems in place. Your Franchise Agreement describes certain technology-related services required in the operation of your restaurant, and you must pay certain fees as set forth in Exhibit A of that Agreement. You will pay us $8,100 (in most cases) for installation of the point-of-sale ("POS") system and $1,875 (in most cases) for project management and software configuration fees for that installation (the fees may be higher if work is requested to be completed during non-business hours, weekends, or holidays, or if there is a request to expedite or reschedule/cancel).

The table below shows the initial fees you must pay to us or our affiliates for those services. All fees are subject to change. We are considering revising our technology requirements, and details will be disclosed when finalized.

| Description of Charge* | Fee | Type of Charge | Contract | Comments |
|---|---|---|---|---|
| POS Software license fee | $1,000 | per site | Franchise Agreement | One-time software license fee. We are working on the roll out of new POS software which will not have this one-time fee; instead, you will pay to the vendor a monthly subscription fee of $280 to $369 depending on a variety of circumstances. |
| Taxes/Freight | Actual amounts charged by carrier. | per equipment/ services | As specified in each contract. | Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated. |

* All fees are net of any taxes

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

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

Beginning mid-fiscal year 2024, we began transitioning to a new POS system which must either be purchased directly through the Company or leased via funding from the approved supplier via funding from a third-party lender.

**Additional Fees for Sites to be Developed**

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

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

In some circumstances, we may offer certain site development services. If we provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site. The amount of the fee will vary depending upon (i) the stage of development the site was in when it was turned over to you, (ii) whether we or you develop the site, and (iii) what services we provide to you during the development process. In addition to this fee, you must also pay for our out-of-pocket costs and other expenses and our internal overhead or other charges we incurred in connection with the acquisition, investigation and development of the site. Due to the numerous variables in these situations, we cannot provide an estimate for

these costs. None of the costs and fees associated with Company-initiated sites are refundable.

## ITEM 6
## OTHER FEES

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty (other than Royalty for Games & Devices) | 5% of Gross Sales (see note 3) (unless eligible for a temporary reduction under our Select Market Incentive Program) | Payable monthly on the 15th day of the next month For nontraditional locations, payable weekly on Friday for the prior week. | The royalty rate may be higher or lower than five percent (5%), as negotiated, in the following circumstances: (i) at nontraditional locations if, in the Company's opinion, the costs are substantially different than at a traditional location; (ii) in a market that is new to the brand; (iii) if the Company offers a financial incentive program, and you meet the requirements of the program; (iv) in connection with the settlement of a legal dispute; and (v) in limited circumstances, at the Company's discretion, if a Company-owned site is being franchised. Based upon these factors, franchisees pay royalty rates of 0% - 12.5%.<br><br>See Item 5 for a description of our Select Market Incentive Program. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty for Games and Devices | 40% of net revenues from such games and devices | Payable monthly on the 15th day of the next month | "Games and Devices" means coin, token, card or internet devices like pay telephones, cash, credit or debit machines (including automated teller machines), newspaper stands, slot machines, wireless, or similar machines. |
| Marketing fee | 5% of Gross Sales | Payable monthly on the 15th day of the next month | The percentage may increase upon majority vote. The Company and Franchise Operators have one vote for each restaurant that they operate and that pays the standard marketing fee; however, the Company's votes will never fall below 20% of all total votes, regardless of the number of restaurants it operates. Increases are capped at 0.5% of Gross Sales in any 24-month period. Marketing Fees may be different at nontraditional locations and in other rare circumstances. The typical Marketing Fee for nontraditional locations is 1% of Gross Sales, but we may modify this fee. |
| Rent | Minimum and percentage rent, if you rent a restaurant location from us (as negotiated) Additional rent if the Franchisee chooses to have the Company build the restaurant (available under our Development Incentive Program) | Minimum and additional rent is due in advance on the first day of each month. Percentage rent is payable monthly on the 15th day of the next month | If you lease an existing restaurant location from us or our affiliates, you will pay monthly minimum rent, as well as percentage rent based on each month's Gross Sales (after offsetting minimum rent paid in such month). The standard formula for |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | determining minimum rent is the greater of: (i) underlying rent under the master lease for the restaurant location; or (ii) 9.5% of 90% of trailing 52-week sales at the restaurant. The typical percentage rent is 9.5% of Gross Sales. For new restaurant openings in which you lease the restaurant location from us, minimum rent is determined based upon the terms set forth in the applicable Development Agreement (currently 105% of underlying master lease rent). In certain circumstances, the percentage rent may be lower. |
| Cure Under Lease by Us | All costs we incur | Upon Demand | If you fail to perform any obligation under the lease, we may cure the default and you must pay all costs we incur along with interest. |
| Rent Default - Interest | Highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) 20% or (b) the prime commercial interest rate by Bank of America, N.T.& S.A., plus 2% | Upon Demand | Due if you fail to pay rent by the due date |
| Common Area Maintenance charges, | Actual costs charged by master landlord or any third party under the | Varies, but common area maintenance | If you lease a restaurant location from us or our affiliates, in addition to |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| property taxes, and other assessments | prime lease or other governing documents | charges and other assessments are typically due with minimum rent in advance on the first day of each month and property taxes are typically due monthly or semi-annually | any rent obligations, you may also be responsible for the location's Common Area Maintenance charges, property taxes, and other similar assessments. Whether you will be responsible for such charges and the amount of such charges will be determined based upon the lease negotiated for the restaurant. |
| Hold Over Rent | 200% of the fixed minimum rent payable during the last month of the term. | Upon Demand | If you fail to vacate the restaurant location at the end of the term of the lease, you must pay, in addition to percentage rent due, hold over rent. |
| Sale or assignment fee | Up to $2,500 per restaurant | Upon Demand | No fee is imposed for transfers to an entity that is wholly owned by the persons who have signed the franchise agreement if the same percentage of ownership among the owners is maintained after the transfer. |
| Integrated Technology Fee | Then current Monthly Integrated Technology Fee (currently $350-$500 per restaurant) plus then current Per Digital Transaction Fee (currently $0.00) | Monthly | The Integrated Technology Fee includes the Monthly Integrated Technology Fee plus the Digital Transaction Fee as stated in the Franchise Agreement and is for the design, development, implementation, maintenance, administration, enhancement, innovation, and support of technology systems and technology services for the franchised restaurant. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | The Integrated Technology Fee may also include software licensing fees. We may increase or otherwise modify these fees and the technology services these fees cover at any time upon 30 days' notice to Franchisee. In addition to the Integrated Technology Fee, if technology services are provided by any third party that has been approved by us, Franchisee must pay all amounts due to such third party.<br><br>We anticipate that the Monthly Integrated Technology Fee will increase to $500-$675 and the Per Digital Transaction Fee will increase to $0.25-$0.35 in the near future. |
| Digital Checklist | $17.99 | Monthly Fee paid quarterly | This fee includes the use of the current digital checklist for completing daily food safety checklist. The fee is paid to the current JIB approved vendor. The use of digital checklist is a brand standard. |
| Labor Management System fee | $72 fee plus $2.50 administrative fee per restaurant per month | Monthly | Paid to us to be passed through to the vendor for your labor management system software |
| Purchase Requisitions – Broker Fee | 8% | As incurred | Paid to us when you procure or lease from us certain hardware, software, other equipment or other technological |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | materials. |
| Purchase Requisitions – Incidental Fees | Currently, no amounts or fees are charged by us | As incurred | Includes any fees incidental to the purchase, lease, delivery and/or performance in providing technological goods and services. |
| Purchase Requisitions – Cancelled Order Fee | Actual costs and expenses | As incurred | Cancellation or modification of an equipment order is at our sole discretion. If we agree to modify or cancel an order, you must pay all handling charges, transportation expenses, and restocking charges. |
| OLO Ecommerce Platform Fee | $106.70 per month | Monthly | The OLO Ecommerce Platform is used to manage the mobile application. The fee may be less than the maximum listed based on annual transaction volume. |
| Jack's Ca$h | The then-current fee per restaurant, which is currently $13 per month | Monthly | For processing of Jack's Ca$h gift cards. |
| Stored Value Card Services Program Service Fee | The service fee shall be determined annually, but will not exceed $34 a month. | Monthly | Services in connection with the administration of a Gift Card Program. JIB SVC will notify you of any change in the amount of the fee, which will take effect 30 days after such notice is given. |
| Financial Audit | Cost of audit | Upon demand | Payable only if (a) financial audit shows an understatement of one percent (1%) or more of Gross Sales for the period covered by the audit or (b) audit is as a result of your failure to timely furnish financial statements, reports, |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | supporting records or other information required by the franchise agreement. The cost of an audit includes charges for independent accountants, outside attorneys' fees, and travel costs and a reasonable per-diem charge for employees of the Company. |
| Food Safety Reassessment | Cost of inspection | Upon demand | Payable only if you have failed a food safety assessment. The cost of a food safety re-audit is approximately $255. |
| Supplier / Distributor / Approval and Review Fee | Varies, based on costs of inspection, laboratory fees, and travel costs. We expect these costs to be $10,000 - $40,000 per approval | Upon completion of inspection and issuance of approval or disapproval | Charged if you request approval of an alternative vendor for a product or service and two or more such vendors are already approved. |
| Service charge on overdue amounts | The lesser of 18% or maximum rate permitted by law. | Upon demand | We are currently charging 12%. |
| Equipment | Actual costs | Upon purchase of a company-owned site. If equipment is leased, monthly payments. | See Items 7 and 10. If you are selected to test a menu item, you may also be required to purchase from us certain equipment to produce and sell the items being tested. |
| Additional training and materials | Varies. We expect these costs to be $1 - $2,000 | Upon demand | The cost of training the Franchise Operator and one manager per new restaurant is included in the Initial Franchise Fee. But you are responsible for any costs of salary, travel, living and personal expenses during the training programs. The Company currently conducts certain other |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | required training without charge for tuition, but reserves the right to charge tuition in the future. The first copy of basic training materials is provided to you free of charge. For any additional copies, you will be charged a fee approximately equal to our cost, plus shipping charges. These fees are incurred on an ongoing basis for new hires. But you are responsible for paying travel, living and personal expenses while taking the training programs |
| Indemnification | Actual costs and expenses we incur for claims arising from your actions | As incurred | You must reimburse the Company for claims against us relating to the construction or operation of your restaurant. |
| Taxes | Actual amount of taxes you owe if we pay those on your behalf | As incurred | In some instances, we may pay taxes on your behalf to a taxing authority and require you to reimburse us for those amounts. We cannot provide a range for Taxes because that is dependent on amounts you owe that we cannot predict. |
| Collection Costs | Any and all costs and expenses incurred by us in collecting any monies owed by you | Upon Demand | |
| Attorneys' costs and fees | All costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action | Upon Demand | These costs and fees are due to the prevailing party in any litigation. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| De-identification Costs | Any costs incurred to de-identify the premises | Upon Demand | If you fail to de-identify the premises after termination or expiration and we make nonstructural changes, you must reimburse us for the costs. |

1. Licensees in nontraditional locations may pay reduced fees.
2. Unless otherwise indicated, all fees are imposed by and payable to Different Rules, LLC, and are nonrefundable.
3. The term "Gross Sales" means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection, and including revenue resulting from the operation or conduct of electric vehicle charging at the Restaurant. Certain amounts are excluded from Gross Sales.
4. All technology fees are subject to change.

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

| Type of Expenditure | Estimated Amount or Estimated Low -High Range | | Method of Payment | When Due | To Whom Made |
|---|---|---|---|---|---|
| Initial franchise fee[2] | $50,000 | $50,000 | Lump sum | At signing of Franchise Agreement | Us |
| Fee for trade area survey analysis[3] | $0 | $7,500 (plus all expenses) | Lump sum | As agreed | Us |
| Land[4] | Not included | Not included | Not included | Not included | Not included |
| Fee for architect/ engineering services[5] | $44,000 | $216,000 | As agreed | As agreed | Consultants |
| Environmental assessment[5, 6] | $2,500 | $34,000 | As agreed | As agreed | Consultants |
| On-site improvements[7] | $337,000 | $825,000 | As agreed | As incurred | Contractors, Vendors, Suppliers |

| Type of Expenditure | Estimated Amount or Estimated Low -High Range | | Method of Payment | When Due | To Whom Made |
|---|---|---|---|---|---|
| Building Improvements[8] | $626,000 | $1,250,400 | As agreed | As agreed | Contractors, Vendors, Suppliers |
| Furniture, fixtures and equipment[9] | $499,000 | $967,000 | As agreed | As incurred | Suppliers |
| IT equipment and installation[10] | $45,000 | $60,000 | As agreed | As agreed | Us or Suppliers |
| POS Software[11] | $1,000 | $1,000 | As agreed | As agreed. | Us or Suppliers |
| Initial inventory | $12,000 | $20,000 | As agreed | As incurred | Suppliers |
| Pre-opening training and inventory expenses[12] | $110,000 | $115,000 | As agreed | As incurred | Employees |
| Pre-opening additional funds[13] | $14,000 | $17,000 | As agreed | As incurred | Suppliers |
| Uniforms | $3,000 | $5,000 | As agreed | As incurred | Suppliers |
| Operating cash | $1,200 | $3,000 | As agreed | As incurred | Suppliers |
| Business licenses and utility deposits [14] | $500 | $3,000 | As agreed | As incurred | Utilities |
| Additional funds[15] (3 months) | $165,300 | $458,600 | As agreed | As incurred | Employees, suppliers, utilities |
| **Total estimated cost for prototypical restaurant** (excluding land, financing and certain other costs) [16] | **$1,910,500** | **$4,032,100** | | | |

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

| Type of Expenditure | Amount Low Estimate | Amount High Estimate | Method of Payment | When Due | To whom payment is to be made |
|---|---|---|---|---|---|
| Development Fee[17] | $60,000 | $60,000 | Lump sum | At signing of Development Agreement | Us |
| Professional Fee | $1,000 | $5,000 | As incurred | As incurred | Third parties |
| Total Estimated Initial Investment for Two (2) Jack in the Box Restaurants (Based Upon High / Low Ranges from Table Above Minus Franchise Fee) | $3,721,000 | $7,965,000 | See Table Above for Each Expenditure | See Table Above for Each Expenditure | See Table Above for Each Expenditure |
| Remaining Franchise Fee | $40,000 | $40,000 | Lump sum | At signing of Franchise Agreement | Us |
| Total Estimated Initial Investment for a Development Agreement | **$3,822,000** | **$8,070,000** | | | |

(1) These initial investment figures are based on franchised and Company restaurant development costs to open MK12 prototypical buildings in fiscal years 2023 to 2024. Currently, the company has three (3) different prototypical buildings available for site-adaptation and use by franchise operators that have been designed to support varying site conditions such as property size, property shape, and preferred building orientation. The prototypical buildings range in size from 1,372 square feet to 2,440 square feet. All portions of the initial investment paid to the Company are fully earned by the Company when paid, and are not refundable. Your financing cost may affect your total investment significantly. You may, or may not, incur all the costs identified, and you may incur other costs that are specific to your project.

(2) We describe the Initial Franchise Fee in Item 5.

(3) We describe a trade area survey analysis in Item 5. A trade area survey analysis may be required only If you are building a restaurant and would like to locate it within fifteen (15) miles of an existing Jack in the Box restaurant. If you

locate your restaurant outside that range, then you will not be required to pay for a trade area survey analysis. Therefore, the amount listed is the high-end range for a single site survey. The cost of a trade area survey analysis can range from $4,500 to $7,500, plus all expenses, which may vary considerably.

(4) The cost of land will vary widely, depending upon size and location of the property and whether you purchase or own the land or enter into a lease arrangement therefore. (See Exhibit J, Lease Agreement, for a description of lease terms if you lease from the Company.) The size of property necessary to develop a new Jack in the Box restaurant can vary greatly depending upon, but not limited to, the size of the building constructed, desired drive-thru lane configuration, applicable development code requirements and zoning restrictions, as well as other influences such as access and parking agreements with adjoining properties, landlord or other third-party requirements. Typical physical site criteria would include approximately 25,000 - 40,000 square feet, minimum of approximately 130 feet of frontage depending on building orientation, adequate access into and out of the property, ability to accept deliveries from an approximate 75' tractor-trailer truck, and a dedicated parking area to accommodate 14 - 32 spaces depending on site-specific requirements.

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

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

(7) On-site improvements are those work scope items that occur within the bounds of the property or lease lines and can include excavation, grading, sub-surface stabilization, paving, sidewalks, landscaping and irrigation, trash enclosure structures, fences, retaining walls, drainage structures, utility work and outdoor

lighting, among other things. On-site costs can vary significantly depending upon the size of the property, the improvements that may already exist, the requirements placed upon the project by the municipal or other governing agencies, and any agreements made with the landlord, seller, or developer as part of securing the property. Construction costs can vary significantly based upon the size of the property, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. Offsite development costs, if any, are by nature site-specific and have been excluded.

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

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

(10) Includes purchase and installation of Back-Office PC, Web-based mobile training device, point-of-sale system, kitchen display equipment, speed of service equipment, network infrastructure equipment, and order confirmation system. Beginning mid-fiscal year 2024, we began transitioning to a new point-of-sale (“POS”) system, so the estimated cost is based on agreed upon pricing and financing options provided by our approved supplier. The estimated cost range of approximately $25,000 to $35,000 includes costs for hardware, extended warranty, and implementation (including project setup, management, site survey, hardware staging, software configuration, shipping costs, installation) if paid in as a lump sum at the time of purchase. You have the option to lease the POS equipment from our approved supplier through financing provided by a third-party lender. These estimates include drive-thru

registers, kiosk registers, kitchen stations, payment devices, mini-PC, delivery order printer, receipt printers, cash drawers, and mobile app reporting system. Additional hardware and equipment costs will vary, but we recommend budgeting for an additional $2,000 to $6,000 in contingency funds for any site-specific variances.

(11) After the POS System transition is complete, a subscription-based POS Software and support is estimated at $280 a month and covers licenses, software, and support for the configuration described in Note 10 above. Additional software and support fees will apply per item. We anticipate that the fees charged will change over time and will likely increase. If you choose to conduct the implementation and installation, then additional hourly support fees will apply.

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

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

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

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

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

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

If you are developing a nontraditional restaurant, certain categories of the identified costs may vary significantly from those disclosed above. We anticipate that at least the following expenditures will vary from those previously stated. The Initial Franchise Fee will be $25,000. On-Site Improvements are likely to range from $0 to $400,000. On-Site Improvement costs will vary depending on whether exterior site area improvements will be part of your development. Building or space improvement costs will vary depending on the size of the space being leased, type of finishes specified, how much back of house infrastructure may be shared with other tenants, if there is dining room area included in your development, as well as other site-specific development costs based upon landlord, regional, local, or municipal influences, and are likely to range from $370,000 to $700,000 and up. Like the building or space improvement cost influences noted above, furnishings, fixtures and equipment costs will vary and are likely to range from $250,000 to $425,000. An environmental assessment will likely range from $2,500 to $34,000. All other initial costs disclosed above are expected to be approximately the same for both traditional and non-traditional restaurants. Accordingly, we anticipate that the overall cost for a nontraditional restaurant will likely range from $990,000 to $2,300,000.

## ITEM 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

The Company has standards and specifications relating to the building design for *Jack in the Box* restaurants. You do not need to purchase design or construction services from us or a Company-approved supplier, other than brand-specific items as

discussed below; however, we do require that your contractors, consultants, vendors, and suppliers be properly licensed, that your architect(s) be on-boarded by us and be approved by us (at our sole discretion) to be able to access the project management system as needed for the exchange of plans, specifications, and other resources, and that they follow processes in place for the review, editing, and approval of all designs and construction documents. The designs, standards and specifications of the prototypical buildings are created and maintained by the Company, and we may modify them from time to time. If you are building or remodeling a restaurant, the Company will give you and your architect access to the current designs, standards, and specifications for the various aspects and components of a prototypical *Jack in the Box* restaurant.

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

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

In the fiscal year ending September 29, 2024, JIB received revenue of approximately $4,500,000 (or 0.4% of JIB's total annual revenue of approximately $1.2 billion) from leasing equipment to Jack in the Box franchisees. These amounts were almost entirely offset by costs. JIB also received revenue of approximately $347 million (or 28.9% of JIB's total annual revenue of approximately $1.2 billion) of rental income from leasing real property to Jack in the Box franchisees.

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

The Company does not issue specifications for food, packaging items, smallwares, food handling equipment, chemicals, and uniforms directly to franchisees. Those specifications are provided to the approved suppliers. The Company may change approved suppliers at any time. The Company (or its affiliate) is an approved

supplier for only a small number of items, such as certain technology services and promotional items.

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

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

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

The Company estimates that from seventy-five percent (75%) to eighty-five percent (85%) of the total costs associated with developing a franchised *Jack in the Box* restaurant (excluding the Initial Franchise Fee), and from forty-five percent (45%) to sixty-five percent (65%) of the total annual costs associated with the ongoing operation of a franchised *Jack in the Box* restaurant (excluding rent), relate to items that must

conform to the Company's specifications or be purchased from us or our approved suppliers.

During fiscal year 2024, JIB received marketing-related reimbursements and/or services from suppliers, with an approximate value of $5,041,680. All such funds are contributed to the Marketing Fund.

The Company and its affiliates have negotiated agreements with certain technology suppliers that may provide rebates of up to five percent (5%) per dollar spent by *Jack in the Box* restaurants back to the Company or its affiliates. As of the issuance date of disclosure document, neither the Company or its affiliates have received any such rebates. The Company plans to reinvest any such rebates received in the future into continued systemwide technology research, development, and implementation in its sole discretion.

The Company and its franchisees now purchase almost all food and beverage products through third-party distributors. The distributors purchase products from suppliers, then resell the product to the Company and franchisees. JIB negotiates price and certain other contract terms with the suppliers; conducts food safety and product quality testing, inspections and remediation activities; manages product tests, rollouts and related product obsolescence; reviews distribution charges and performance; and participates in distribution councils and dispute resolutions. For those services, JIB receives a Sourcing Fee from franchisees who use the third-party distributor. The amount of the Sourcing Fee is determined each year in consultation with a franchisee/franchisor committee called the “Supply Chain Management Committee” (“SCMC”), and is currently a per-unit charge of sixteen cents ($0.16) (a unit is a case of goods sold through the distribution network). The Sourcing Fee is collected by our third-party distributors in connection with sales to both franchised and Company restaurants, and is forwarded on to us on a weekly basis. In fiscal year 2024, JIB collected total Sourcing Fees of approximately $5,054,270 from both franchised and Company restaurants. Additionally, $137,677 in Sourcing Fees was carried over from fiscal year 2024. During the September 2024 meeting, the SCMC agreed to cover the $30,698 shortfall in Sourcing Fees funding by a portion of the remaining unused Customer Fund fees from fiscal year 2024.

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

As background, the SCMC was created by JIB and the franchisees and is comprised of Company and franchisee representatives. SCMC oversees the selection of the distributors of certain products to Jack in the Box Restaurants and reviews financial and operational performance of the supply chain participants. The voting members of the committee are elected company and franchised operators (one vote per restaurant) and non-voting supply chain members are appointed by the Company. There is a charter and bylaws for the SCMC.

JIB collects a fee to cover any write-off of obsolete inventory at the end of a promotion or in the event of menu item deletions ("Customer Fund Fee"). The amount of the Customer Fund fee is determined each year by JIB in consultation with a franchisee/franchisor committee. This fee is currently a per-unit charge of $0.02 cents (a unit is a case of goods sold through the distributors). The fee is collected by distributors in connection with sales to both franchised and company owned restaurants. JIB reconciles the Customer Fund every period and, at the end of each fiscal year, remaining funds are returned to the franchised and company units on a pro-rata basis. In fiscal year 2024, JIB collected a total of $644,665 in Customer Fund Fees. $248,939 of the remaining unused funds were used to cover the Sourcing Fee deficit for the 2024 fiscal year, and the remaining unused funds were carried over into the next fiscal year per a vote by the SCMC during the September 2024 meeting.

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

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

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

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

There are no purchasing cooperatives.

Insurance. You must obtain and maintain, at your sole expense, all of the insurance coverage that the Company requires. Company may place restrictions or requirements on the insurance you must purchase, which can be modified from time to time. The current requirements are: Commercial General Liability insurance, including

Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate; Business Automobile Liability insurance with a limit of not less than $1,000,000 per accident; Workers' Compensation insurance as required by law; Employer's Liability insurance with a limit not less than $1,000,000 per occurrence; "All Risk" property insurance; Builders' All Risk insurance; Cyber Liability insurance with a limit not less than $1,000,000; and other insurance that may be required by any state, local, federal, or municipal law or by a third-party land owner.

## ITEM 9
## FRANCHISEE'S OBLIGATIONS

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

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

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

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

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

## ITEM 10
## FINANCING

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

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

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

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

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

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

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

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

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

### Pre-Opening Assistance

If you are a Developer, the Company must approve or disapprove your proposed site after you have submitted a completed Site Acquisition Package, which is described in the Development Agreement. We consider many factors when deciding whether or not to approve a site, including the size of the property, ingress, egress, geography,

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

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

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

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

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

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

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

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

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

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

**Post-opening Assistance**

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

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

The Company must provide consultation and advice from time to time concerning the operation of the restaurant, merchandising and local store marketing, as we deem appropriate. All local store marketing must be approved by Company prior to use. (See Exhibit F-1, Franchise Agreement, Section 6.)

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

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

**The Advertising Program**

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

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

Other than paying the Marketing Fee discussed below, you are not required to spend any additional amounts on advertising, although you may incur costs associated

with marketing-related activities, such as loyalty or rewards programs or free or reduced-cost food promotions. If franchisees want to use marketing or advertising materials they have developed, including any internet-based advertising, they must obtain the Company's written approval before using them. (See Exhibit F-1, Franchise Agreement, Section 5.)

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

There are no advertising cooperatives.

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

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

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

During the 2024 fiscal year, contributions to the Marketing Fund were spent as follows (in approximate percentages): 65.43% on media, promotions and sponsorships, 11% on agency fees, 8.2% on production, 6.34% on administrative expenses, and 9.03% on other expenses. The "other expenses" include, among others, merchandising, consumer research, menu development, loyalty program, data processing. The Marketing Fund ended fiscal year 2024 with a surplus of 0.3% of the funds contributed, $760,090, which was carried over into the following fiscal year.

Licensees of nontraditional restaurants pay a Marketing Fee, which is typically 1% of Gross Sales. The Company may spend that amount in its sole discretion for any marketing, promotional or advertising purpose the Company determines is appropriate. Licensees of nontraditional restaurants must, at all times through the term of the Nontraditional License Agreement, use reasonable efforts to advance the reputation of *Jack in the Box* restaurants and the products sold under the trademarks in order to increase the goodwill of the trademarks and the system. Before using any advertising

materials, such Licensees must submit all advertising materials to us for approval, which we will not unreasonably withhold.

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

**Computer System**

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

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

(b) a Company-specified POS system that is integrated with the Company-specific computer system, and is used to collect data on sales, product mix, and inventory, among other things. The POS system will include Company-approved order terminals, kitchen video equipment, a web-based mobile training device, a printer, and it may include other items such as cash drawers, receipt printers, customer interfacing POS integrated selling systems, POS integrated mobile payment systems, PC-DSSI compliant payment systems, integrated order confirmation boards, and drive-thru communications headsets. The cost of these additional items varies. You may purchase your own web-based mobile training device upon request. (See Exhibit A to the Franchise Agreement.) In fiscal year 2024, we began the transition to a new POS system and vendor. Our goal is to have all traditional *Jack in the Box* restaurants operating the new POS system by fiscal year 2026.

(c) the Network Infrastructure equipment and services, which includes primary and backup Internet connection, managed firewall, network switch, security services, guest Wi-Fi, private Wi-Fi, remote network service monitoring, and, if selected, Outdoor Order Taker (“OOT”)

networking. Potential construction costs and service activation fees (if applicable) are evaluated and determined on a site-by-site basis.

(d) Company-approved computer software and POS software. Currently the software must be licensed or sublicensed from us. We are in the process of changing our POS software. Upfront costs of $3,000 will not be required with our new POS system. Instead, you will pay a monthly subscription fee to the vendor of $280 to $369 depending on a variety of circumstances. After transitioning to the new POS System, you will pay licensing and support fees directly to the approved supplier.

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

You are also required to purchase certain computer support services from us at an amount of $138 to $185 per month, plus backup connection charges, as necessary. (See Exhibit N.) You are required to pay us the Integrated Technology Fee as we specify from time to time and as identified in the Franchise Agreement. We have the right to increase or otherwise modify this fee at any time upon 30 days' notice. The Integrated Technology Fee includes the Monthly Integrated Technology Fee which is currently $350 to $500 per month (but which will increase to $500 to $675 in the near future) plus the Per Digital Transaction Fee which is currently $0.00 (but which will increase to $0.25 to $0.35 in the near future).

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

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

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

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

## Training

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

**TRAINING PROGRAM**

| | | | Requirements By Level | | | | |
|---|---|---|---|---|---|---|---|
| **Subject** | **Hours of Classroom Training** | **Hours of On-The-Job Training** | **Location** | **TM** | **TL** | **RM** | **FO** |
| Onboarding | 0 | 4 | Restaurant | X | X | X | X |
| Assembly Workstation Training | 0 | 10 | Restaurant | X | X | X | X |
| Fryer Workstation Training | 0 | 11 | Restaurant | X | X | X | X |
| Grill Workstation Training | 0 | 12 | Restaurant | X | X | X | X |
| Guest Service Workstation Training | 0 | 12 | Restaurant | X | X | X | X |
| Prep Workstation Training | 0 | 11 | Restaurant | X | X | X | X |
| Maintenance Workstation Training | 0 | 12 | Restaurant | X | X | X | X |
| Introduction To The Role of Team Leader | 0 | 2 | Restaurant | | X | X | X |
| Communication, Coaching and Feedback | 0 | 1 | Restaurant | | X | X | X |
| Food Safety For Team Leaders | 1 | 3.8 | Restaurant | | X | X | X |
| Food Safety Checklist (FSC) | 1 | 3.8 | Restaurant | | X | X | X |

| | | | Requirements By Level | | | | |
|---|---|---|---|---|---|---|---|
| **Subject** | **Hours of Classroom Training** | **Hours of On-The-Job Training** | **Location** | **TM** | **TL** | **RM** | **FO** |
| Food Safety Assessment (FSA) | 1 | 3.8 | Restaurant | | X | X | X |
| TL Food Safety Certification | .4 | 0 | Restaurant | | X | X | X |
| Administration Basics | 0 | 3 | Restaurant | | X | X | X |
| POS & Cash Handling | 0 | 1 | Restaurant | | X | X | X |
| Equipment and Troubleshooting | 0 | 2.5 | Restaurant | | X | X | X |
| Shake Machine Certification | 0 | .5 | Restaurant | | X | X | X |
| Training Basics | 0 | 1.5 | Restaurant | | X | X | X |
| Leading Your Team | 0 | 3 | Restaurant | | X | X | X |
| Guest Experience Review (GER) | 0 | 1.5 | Restaurant | | X | X | X |
| Team Leader Certification Sign Off | .5 | 0 | Restaurant | | X | X | X |
| GER Certification Sign Off | .5 | 0 | Restaurant | | X | X | X |
| Practice #1 Leading A Shift | 0 | 8 | Restaurant | | X | X | X |
| Practice #2 Leading A Shift | 0 | 8 | Restaurant | | X | X | X |
| Practice #3 Leading A Shift | 0 | 8 | Restaurant | | X | X | X |

| | | | Requirements By Level | | | | |
|---|---|---|---|---|---|---|---|
| **Subject** | **Hours of Classroom Training** | **Hours of On-The-Job Training** | **Location** | **TM** | **TL** | **RM** | **FO** |
| Schedule DM/Field Leader Discussion with Trainee | 0 | 2 | Restaurant | | X | X | X |
| Introduction To Management Training | 0 | .5 | Restaurant | | | X | X |
| Forecasting Sales with Altametrics eRestaurant | 0 | 2 | Restaurant | | | X | X |
| Food Cost | 0 | 2 | Restaurant | | | X | X |
| Food with Altametrics eRestaurant | 0 | 2 | Restaurant | | | X | X |
| Miscellaneous Orders | 0 | .5 | Restaurant | | | X | X |
| Managing Cash Loss | 0 | 1 | Restaurant | | | X | X |
| Timekeeping with Altametrics eRestaurant | 0 | .5 | Restaurant | | | X | X |
| Labor Scheduling with Altametrics eRestaurant | 0 | .5 | Restaurant | | | X | X |
| Time Management | 0 | 1 | Restaurant | | | X | X |
| Jenius Getting Start Guide | 0 | .5 | Restaurant | | | X | X |
| Well-Trained Employees | 0 | 4 | Restaurant | | | X | X |
| Problem-Solving | 0 | 1.5 | Restaurant | | | X | X |
| Speed Academy | 0 | .5 | Restaurant | | | X | X |

| | | | Requirements By Level | | | | |
|---|---|---|---|---|---|---|---|
| **Subject** | **Hours of Classroom Training** | **Hours of On-The-Job Training** | **Location** | **TM** | **TL** | **RM** | **FO** |
| Increasing Sales | 0 | 1.5 | Restaurant | | | X | X |
| Leading for Success | 0 | 1 | Restaurant | | | X | X |
| Business Analysis (Led by a DM/Field Leader) | 0 | 4 | Restaurant | | | X | X |
| Restaurant Manager Certification Sign Off | .5 | 0 | Restaurant | | | X | X |
| District Manager Certification Sign Off | .5 | 0 | Restaurant | | | X | X |
| District Manager Leadership | 2 | 8 | Restaurant | | | X | X |
| District Manager Operations | 2 | 8 | Restaurant | | | X | X |
| District Manager People, Staffing & Financials | 2 | 8 | Restaurant | | | X | X |
| Food Safety Management | 8 | 0 | 3rd Party Vendor | | * | X | X |
| RSC Onboarding | 40 | 0 | RSC | | | | X |
| TOTAL | 59.4 hours | 168.5 hours | | | | | |

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

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

New Franchise Operator Training Program

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

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

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

Certified Franchise Restaurant Manager Training

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

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

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

Training for Other Employees

Before your restaurant opens, we will also give you and your employees access to our Web-Based Training Programs. You must ensure that all employees acting in the capacity of a "person in charge" of the restaurant (for example, team leader, assistant manager, etc.) have completed, at a minimum, our training programs as required, the

Food Safety for Team Leaders course, the Food Safety Checklist course offered through Web-Based Training Programs, and Food Safety Management Certification, if required in your jurisdiction.

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

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

Additional Information About Training

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

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

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

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

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

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

- You must ensure that any other employee who is acting in the capacity of a "person in charge" of the restaurant (for example, team leader, assistant

manager, etc.) has completed, at a minimum, our training programs as required, the Food Safety for Team Leaders course and the Food Safety Checklist course offered through Web-Based Training Programs and OJT, as well as Food Safety Management Certification, if required in your jurisdiction. OJT validation is accomplished via, among other ways, workstation certifications.

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

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

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

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

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

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

## ITEM 12
## TERRITORY

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

The Company only grants franchises for specific restaurant locations.

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

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

Except as specifically described in your Development Agreement, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will have no right to relocate your business (although, in the past we have permitted franchisees to relocate their franchised business when there was a serious business impediment outside of their control and an offsetting location was available in the immediate vicinity of the original restaurant).

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

Multi-Unit Development Agreement (Exhibit G-2)

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

Under a Multi-Unit Development Agreement, the Company may agree not to build new Company-owned *Jack in the Box* restaurants or allow any other person to build new *Jack in the Box* restaurants within the Development Area during the term of the Agreement. If Company grants you a limited exclusive area, Company will reserve certain rights in that area including the right to grant franchises to third parties for nontraditional venues or for other locations specifically disclosed in the Multi-Unit Development Agreement. Regardless of whether you are granted an exclusive territory under a Multi-Unit Development Agreement, if there is a restaurant already operating in the Development Area at the time you enter into a Multi-Unit Development Agreement, the Company may allow it to operate, may buy the restaurant, or may allow it to be sold to a franchisee other than you.

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

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

JIB is the indirect parent of DLT. DLT operates and franchises quick service restaurants that offer Mexican-American and American cuisine under the tradename *Del Taco*. DTL's principal business address is 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630. These restaurants may be located near your Jack in the Box restaurant's location, and may solicit and accept orders from customers near your Jack in the Box location. Even if you have a Development Agreement that provides for a limited exclusive Development Area, these Del Taco restaurants may be located within your Development Area, or open there at any time. We anticipate no significant conflicts with, or between, Jack in the Box franchisees and Del Taco franchisees regarding territory, customers or franchisor support because we only grant *Jack in the Box* franchises covering specific restaurant locations and the restaurant concepts offer different food products and dining experiences. If a conflict does arise, we will analyze the conflict and take actions (if any) that we deem appropriate, which may include participating in nonbinding mediation.

## ITEM 13
## TRADEMARKS

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

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

**1. "JACK IN THE BOX"**

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

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

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

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

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

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

**3. "JACK" (Word Mark)**

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

**4. "JACK LOGO AND 3D CUBE DESIGN"**

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

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

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

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

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

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

There are no infringing uses known to the Company that could materially affect your use of such trademarks, service marks, names, logos or other commercial symbols

in any state in which company operated *Jack in the Box* restaurants are or in any other state in which the Company presently intends to offer franchises.

## ITEM 14
## PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

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

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

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

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

authorized use of our materials. The Company may require you to modify or discontinue your use of any materials, in its sole discretion, and you may be required to modify or discontinue such use at your own expense.

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

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

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

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

Each franchised restaurant must also have at least one manager who has successfully completed the Company's Certified Restaurant Manager training program. The Certified Restaurant Manager must provide direct, full-time, on-premises supervision of the restaurant, and may manage only one (1) restaurant, unless otherwise approved by the Company in writing. You must inform us of the identity of the Certified Restaurant Manager.

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

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

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

## ITEM 17
## RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

### THE FRANCHISE RELATIONSHIP

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

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

| Provision | | Section in Franchise Agreement | Summary |
|---|---|---|---|
| j. | Assignment of contract by the Company | § 14.F | There are no limits on our assignment rights. |
| k. | "Transfer" by you - definition | § 14 | Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Franchise Agreement, the franchisee, the Franchised Restaurant, or the Franchised Location. |
| l. | Our approval of transfer by you | § 14.A and § 14.C | We have the right to approve transfers. |
| m. | Conditions for the Company's approval of transfer | § 14.E | Completion of Certification of Entity Structure Form, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions. The general release is subject to restrictions in applicable state law. |
| n. | The Company's right of first refusal to acquire your business | § 16 | We can match any offer to buy your business or any portion of your business, including your real estate, fixtures, other assets and/or securities. |
| o. | The Company's option to purchase your business | § 15, § 16, §18.G. | We can purchase under some circumstances upon your death or disability. (See paragraph below.) Upon termination or expiration, we can purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value. |
| p. | Your death or disability | § 15 | Must be transferred within twelve (12) months, or the Company may purchase your interest in the business. |
| q. | Non-competition covenants during the term of the franchise | § 19 | Includes prohibition on engaging in, or having any interest in, certain restaurant businesses. |

| Provision | | Section in Franchise Agreement | Summary |
|---|---|---|---|
| r. | Non-competition covenants after the franchise is terminated or expires | § 19 | Includes one- (1) year prohibition on engaging in, having an interest in, or performing any services for certain restaurant businesses.(1) |
| s. | Modification of the agreement | § 20.H | Must be in writing and signed by both parties. |
| t. | Integration/merger clause | § 20.A and § 20.B | Only the terms of the Franchise Agreement (including exhibits) are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in this disclosure document, its exhibits, and amendments. |
| u. | Dispute resolution by arbitration or mediation | § 20.C | Subject to applicable state law, non-binding mediation. |
| v. | Choice of forum | § 20.C.3 and § 20.D | Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other. |
| w. | Choice of law | § 20.D | Subject to applicable state law, California law controls.<br>You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law. |

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

| Provision | | Section in Development Agreement | Summary |
|---|---|---|---|
| a. | Term of the franchise | § 4 | The term of Development Agreement expires on the last required opening date. |
| b. | Renewal or extension of the term | Not Applicable | No right of renewal. We may in our sole discretion decide to grant you a new development agreement based on your compliance with the development obligations, your representation of the brand to your customers and community, your financial condition, the status of your existing franchised restaurants, and the needs of the system as a whole, among other things. If offered, we will agree to a new development schedule and territory, and you will have to satisfy certain conditions as part of the new development agreement commitment, including executing a General Release in favor of the Company (see Exhibit K), signing a new Development Agreement and paying any fees we require. The general release is subject to restrictions in applicable state law. The new development agreement may contain materially different terms and conditions from the original franchise agreement. |
| c. | Requirements for you to renew or extend | Not Applicable | No right of renewal. See above. |
| d. | Termination by you | Not Applicable | You may terminate under any grounds permitted by law. |
| e. | Termination by the Company without cause | Not Applicable | |
| f. | Termination by the Company with cause | § 16 (Single Unit)<br>§ 16 (Multi-Unit) | Default under Development Schedule, bankruptcy, and other grounds. |

| Provision | | Section in Development Agreement | Summary |
|---|---|---|---|
| g. | "Cause" defined - defaults which can be cured | § 16 (Single Unit)<br>§ 16 (Multi-Unit) | Default under Development Schedule, failure to obtain expansion approval or site approval before beginning site development, assignment without consent, involuntary bankruptcy filing, failure to obtain permits, breach of a franchise agreement or other agreement with the Company. |
| h. | "Cause" defined - defaults which cannot be cured | § 16 (Single Unit)<br>§ 16 (Multi-Unit) | Voluntary bankruptcy and other insolvency. |
| i. | Your obligations on termination/nonrenewal | § 16 (Single Unit)<br>§ 16 (Multi-Unit) | Cease establishing restaurants, cease operating any restaurant for which a Franchise Agreement has not been executed, payment of amounts due, compliance with covenants. |
| j. | Assignment of contract by the Company | § 11.E (Single Unit)<br>§ 11.E (Multi-Unit) | There are no limits on our assignment rights. |
| k. | "Transfer" by you - defined | § 11 (Single Unit)<br>§ 11 (Multi-Unit) | Includes transfer of any interest in Development Agreement, Developer, or all or substantially all of the Developer's business. |
| l. | The Company's approval of transfer by you | § 11.B (Single Unit)<br>§ 11.B (Multi-Unit) | We have the right to approve transfers. |
| m. | Conditions for the Company's approval of transfer | § 11.D (Single Unit)<br>§ 11.D (Multi-Unit) | No default, execution of new Development Agreement, a General Release of the Company, and any applicable personal guarantees, payment of transfer fee, and others; see § 8.D. The general release is subject to restrictions in applicable state law. |
| n. | The Company's right of first refusal to acquire your business | Not Applicable | |

| Provision | | Section in Development Agreement | Summary |
|---|---|---|---|
| o. | The Company's option to purchase your business | Not Applicable | |
| p. | Your death or disability | § 12 (Single Unit)<br>§ 12 (Multi-Unit) | Must be transferred within six (6) months. |
| q. | Non-competition covenants during the term of the agreement | Not Applicable | |
| r. | Non-competition covenants after the agreement is terminated or expires | Not Applicable | |
| s. | Modification of the agreement | § 24.D | Must be in writing and signed by both parties. |
| t. | Integration/merger clause | § 24.B (Single Unit)<br>§ 24.B (Multi-Unit) | Only the terms of the Development Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in this disclosure document, its exhibits, and amendments. |
| u. | Dispute resolution by arbitration or mediation | Not Applicable | |
| v. | Choice of forum | § 24.C | Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. |
| w. | Choice of law | § 24.A (Single Unit)<br>§ 24.A (Multi-Unit) | Subject to applicable state law, California; but if such law would not enforce an agreement provision, then the law where Developer is located, if that state's law would enforce the provision. |

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

| Provision | | Section in Nontraditional License Agreement | Summary |
|---|---|---|---|
| a. | Term of the franchise | § 1 | 20 year term |
| b. | Renewal or extension of the term | Not Applicable | No right of renewal. |
| c. | Requirements for you to renew or extend | Not Applicable | No right of renewal. We may in our sole discretion decide to grant you a new license (rewrite) based on your past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you may have to satisfy certain conditions as part of the rewrite commitment, including improving the restaurant to meet current standards, executing a General Release in favor of the Company (see Exhibit K), signing a new License Agreement and paying a new franchise fee, and amending your other existing License Agreements to reflect current provisions. The general release is subject to restrictions in applicable state law. The new license agreement may contain materially different terms and conditions from the original franchise agreement. These conditions may require significant financial contributions. |
| d. | Termination by you | § 15 | If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice. Additionally, you may terminate under any grounds permitted by law. |

| Provision | | Section in Nontraditional License Agreement | Summary |
|---|---|---|---|
| e. | Termination by the Company without cause | Not Applicable | |
| f. | Termination by the Company with cause | § 15 | We may terminate for cause. |
| g. | "Cause" defined - defaults which can be cured | § 15 | Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate in accordance with the standards, including food safety standards; and other grounds. |
| h. | "Cause" defined - defaults which cannot be cured | §15 | Your contract with the Facility terminates or expires, there is a threat to the public health or safety, multiple defaults. |
| i. | Your obligations on termination/nonrenewal | § 16 | Cease right to use Marks and System; return all Manuals and other confidential items; de-identify. Sell us all usable inventory of food supplies, paper goods, containers, and printed menus and other materials bearing our Marks; sell us restaurant equipment, furniture, fixtures and signs at fair market value. |
| j. | Assignment of contract by the Company | § 13 | There are no limits on our assignment rights. |
| k. | "Transfer" by you - defined | § 14 | Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Nontraditional License Agreement, Licensee, the Licensed Restaurant, or the Licensed Location. |
| l. | The Company's approval of transfer by you | § 14 | We have the right to approve transfers. |

| Provision | | Section in Nontraditional License Agreement | Summary |
|---|---|---|---|
| m. | Conditions for the Company's approval of transfer | § 14 | Updated Certification of Entity Structure Form, complete financials, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions. The general release is subject to restrictions in applicable state law. |
| n. | The Company's right of first refusal to acquire your business | Not Applicable | |
| o. | The Company's option to purchase your business | § 16.B. | Upon termination or expiration, we may purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value. |
| p. | Your death or disability | Not Applicable | |
| q. | Non-competition covenants during the term of the agreement | § 17 | Includes prohibition on engaging in, or having any interest in, certain restaurant businesses. |
| r. | Non-competition covenants after the agreement is terminated or expires | § 17 | Includes one-year prohibition on engaging in, or having any interest in, certain restaurant businesses. (1) |
| s. | Modification of the agreement | § 18.A | Must be in writing and signed by both parties. |
| t. | Integration/merger clause | § 18.A | Only the terms of the Nontraditional License Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise. Notwithstanding the foregoing, nothing in this or any related |

| Provision | | Section in Nontraditional License Agreement | Summary |
|---|---|---|---|
| | | | agreement is intended to disclaim the express representations made in this disclosure document, its exhibits, and amendments. |
| u. | Dispute resolution by arbitration or mediation | Not Applicable | |
| v. | Choice of forum | § 18.B | Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other. |
| w. | Choice of law | § 18.B | Subject to applicable state law, California law controls.<br>You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law. |

## ITEM 18
## PUBLIC FIGURES

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

## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATION

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

Tables 1 and 2 include historical average, median, high and low gross sales of franchised Jack in the Box Restaurants and Tables 3 and 4 include historical sales and certain operating costs of franchised Jack in the Box Restaurants. Tables 1 and 3

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

The Restaurants included in the tables below were open for the twelve-month periods ending September 30, 2023 and September 30, 2024. No included Restaurant was closed for more than 5 days during those periods (except for (i) closures for standard holiday hours, and (ii) extraordinary weather events lasting no more than ten (10) calendar days). The Restaurants were operated by the same franchisee(s) for both of those periods.

Tables 1 and 3 represent 1,831 franchised Restaurants for 2023 and 1,786 franchised Restaurants for 2024. For 2023, the following franchised Restaurants were excluded: eighteen (18) restaurants that opened in 2023; eight (8) restaurants that permanently closed in 2023; seventy eight (78) restaurants with insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2023 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred or company to franchisee transfer); eighty-five (85) franchised C-Store/Travel Plaza Restaurants, and thirty (30) restaurants operated in Hawaii/Guam. For 2024, the following franchised Restaurants were excluded: nineteen (19) restaurants that opened in 2024; twenty-seven (27) restaurants that permanently closed in 2024; one hundred fifteen (115) restaurants with insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2024 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred or company to franchisee transfer); eighty-seven (87) franchised C-Store/Travel Plaza Restaurants, and thirty-one (31) restaurants operated in Hawaii/Guam.

Tables 2 and 4 represent 83 franchised C-Store/Travel Plaza Restaurants for 2023 and 81 franchised C-Store/Travel Plaza Restaurants for 2024. For 2023, one (1) restaurant that permanently closed in 2023, three (3) C-Store/Travel Plaza Restaurants were excluded due to insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2023 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred). For 2024, two (2) restaurants that opened in 2024, five (5) C-Store/Travel Plaza Restaurants were excluded due to insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2024 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred).

Tables 3 and 4 provide selected historical costs for the Restaurants disclosed in the corresponding Tables 1 and 2. Tables 3 and 4 include only selected cost categories. Among others, we excluded: interest, income taxes, general and administrative expenses, officer compensation and other income and expenses. The franchisee information reflected in the Tables was prepared using financial information provided to us by franchisees. The franchisees' financial information is not audited and

may not have been prepared in accordance with generally accepted accounting practices; however, we believe the information is reliable.

TABLE 1
Historical Gross Sales [1] at Franchise Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2023 & September 30, 2024

**2024**

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

**2023**

| | Average Gross Sales by Tier | # of Units Above Average | % of Units Above Average | High Gross Sales | Median Gross Sales | Low Gross Sales | Total Unit Count |
|---|---|---|---|---|---|---|---|
| Top | $2,776,551 | 233 | 38.1% | $5,955,582 | $2,653,566 | $2,256,136 | 611 |
| Middle | $1,945,979 | 293 | 48.0% | $2,255,031 | $1,932,109 | $1,657,774 | 610 |
| Bottom | $1,267,011 | 336 | 55.1% | $1,657,631 | $1,309,502 | $382,796 | 610 |
| **Total** | **$1,996,940** | **856** | **46.8%** | **$5,955,582** | **$1,934,323** | **$382,796** | **1,831** |

TABLE 2
Historical Gross Sales [1] at Franchise Operated C-Store/Travel Plaza Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2023 & September 30, 2024

**2024**

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

**2023**

| Average Gross Sales | # of Units Above Average | % of Units Above Average | High Gross Sales | Median Gross Sales | Low Gross Sales | Total Units |
|---|---|---|---|---|---|---|
| $1,734,303 | 43 | 51.8% | $3,282,724 | $1,765,612 | $496,776 | 83 |

TABLE 3
Jack in the Box Inc.
Historical Average Gross Sales, Median Gross Sales and Select Costs of Franchised Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2023 & September 30, 2024

| | 2024 | | | | 2023 | | | |
|---|---|---|---|---|---|---|---|---|
| | Average Sales [14] | Median Results | Count Greater than Average | % Greater than Average | Average Sales [15] | Median Results | Count Greater than Average | % Greater than Average |
| Sales [1] | 100.00% | 100.00% | 826 | 46.2% | 100.00% | 100.00% | 856 | 46.8% |
| Cost of Sales [2] | 26.9% | 27.0% | 836 | 46.8% | 28.7% | 29.1% | 877 | 47.9% |
| Production Labor [3] | 23.2% | 23.5% | 847 | 47.4% | 22.5% | 22.9% | 879 | 48.0% |
| Management Comp [4] | 3.5% | 3.5% | 851 | 47.6% | 3.6% | 3.4% | 728 | 39.8% |
| Payroll Taxes/Ins [5] | 3.5% | 3.5% | 833 | 46.6% | 3.4% | 3.4% | 854 | 46.6% |
| Total Labor | 30.2% | 30.2% | 834 | 46.6% | 29.4% | 29.7% | 866 | 47.3% |
| Gross Profit[11] | 42.9% | 42.5% | 832 | 46.5% | 42.0% | 41.5% | 858 | 46.9% |
| Operating Costs | | | | | | | | |
| Advertising [6] | 5.0% | 5.1% | 861 | 48.2% | 5.1% | 5.0% | 849 | 46.4% |
| Royalty [7] | 5.0% | 4.8% | 802 | 44.9% | 5.1% | 4.9% | 815 | 44.5% |
| Utilities [8] | 3.5% | 3.4% | 799 | 44.7% | 3.4% | 3.3% | 808 | 44.1% |
| Other Occupancy [9] | 11.1% | 11.2% | 839 | 46.9% | 11.3% | 11.4% | 859 | 46.9% |
| Other [10] | 8.5% | 8.1% | 703 | 39.3% | 7.6% | 7.8% | 897 | 49.0% |
| Total Operating Costs | 33.2% | 33.0% | 812 | 45.4% | 32.5% | 32.6% | 849 | 46.4% |
| Operating Margin[12] | 9.6% | 9.3% | 847 | 47.4% | 9.4% | 9.0% | 859 | 46.9% |
| EBITDAR [13] | 19.5% | 19.3% | 846 | 47.3% | 19.7% | 19.6% | 875 | 47.8% |

TABLE 4
Jack in the Box Inc.
Historical Average Gross Sales, Median Gross Sales and Select Costs of Franchised C-Store/Travel Plaza Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2023 & September 30, 2024

| | 2024 | | | | 2023 | | | |
|---|---|---|---|---|---|---|---|---|
| | Average Sales [14] | Median Results | Count Greater than Average | % Greater than Average | Average Sales [15] | Median Results | Count Greater than Average | % Greater than Average |
| Sales [1] | 100.00% | 100.00% | 38 | 46.9% | 100.00% | 100.00% | 43 | 51.8% |
| Cost of Sales [2] | 27.9% | 27.1% | 38 | 46.9% | 29.8% | 28.6% | 41 | 49.4% |
| Production Labor [3] | 23.7% | 23.0% | 37 | 45.7% | 22.6% | 22.4% | 42 | 50.6% |
| Management Comp [4] | 3.6% | 3.9% | 43 | 53.1% | 3.5% | 3.5% | 42 | 50.6% |
| Payroll Taxes/Ins [5] | 3.6% | 3.6% | 39 | 48.1% | 3.4% | 3.2% | 41 | 49.4% |
| Total Labor | 30.9% | 29.6% | 37 | 45.7% | 29.6% | 28.4% | 41 | 49.4% |
| Gross Profit [11] | 41.1% | 41.4% | 39 | 48.1% | 40.6% | 38.6% | 40 | 48.2% |
| Operating Costs | | | | | | | | |
| Advertising [6] | 5.0% | 5.0% | 38 | 46.9% | 5.1% | 5.0% | 40 | 48.2% |
| Royalty [7] | 4.7% | 4.8% | 41 | 50.6% | 4.9% | 4.9% | 43 | 51.8% |
| Utilities [8] | 3.8% | 3.7% | 33 | 40.7% | 3.6% | 3.2% | 32 | 38.6% |
| Other Occupancy [9] | 11.9% | 12.2% | 41 | 50.6% | 12.3% | 11.8% | 39 | 47.0% |
| Other [10] | 8.9% | 8.4% | 26 | 32.1% | 7.6% | 7.6% | 44 | 53.0% |
| Total Operating Costs | 34.2% | 34.6% | 40 | 49.4% | 33.4% | 32.9% | 42 | 50.6% |
| Operating Margin[12] | 6.9% | 5.9% | 37 | 45.7% | 7.2% | 6.8% | 39 | 47.0% |
| EBITDAR [13] | 17.8% | 17.0% | 36 | 44.4% | 18.5% | 16.9% | 37 | 44.6% |

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

2. Food and packaging costs, less supplier rebates

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

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

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

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

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

8. Electricity, gas, water, and sewer

9. Rent, building depreciation, taxes and licenses

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

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

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

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

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

15. For Table 3: In 2023 average annual sales were at $2.00M, with the top third average at $2.78M and bottom third average at $1.27M. For Table 4: In 2023 average annual sales were at $1.73M, with the high at $3.28M and low at $0.50M.

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

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

Except for the information in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Senior Vice President, Chief Legal and Risk Officer, Sarah Super, 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2439, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2022 TO 2024

| Outlet Type | Year | Outlets At The Start Of The Year | Outlets At The End Of The Year | Net Change |
|---|---|---|---|---|
| Franchised | 2022 | 2055 | 2034 | -21 |
| | 2023 | 2034 | 2043* | +9 |
| | 2024 | 2043 | 2040* | -3 |
| Company-owned | 2022 | 163 | 146 | -17 |
| | 2023 | 146 | 142 | -4 |
| | 2024 | 142 | 150 | +8 |
| **Total Outlets** | **2022** | **2218** | **2180** | **-38** |
| | **2023** | **2180** | **2185** | **+5** |
| | **2024** | **2185** | **2190** | **+5** |

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2022 TO 2024

| State | Year | Number of Transfers |
|---|---|---|
| California | 2022 | 31 |
| | 2023 | 3 |
| | 2024 | 23 |

| State | Year | Number of Transfers |
|---|---|---|
| Hawaii | 2022 | 0 |
| | 2023 | 28 |
| | 2024 | 0 |
| Louisiana | 2022 | 16 |
| | 2023 | 0 |
| | 2024 | 0 |
| North Carolina | 2022 | 18 |
| | 2023 | 0 |
| | 2024 | 0 |
| Oregon | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 41 |
| South Carolina | 2022 | 8 |
| | 2023 | 0 |
| | 2024 | 0 |
| Texas | 2022 | 0 |
| | 2023 | 14 |
| | 2024 | 30 |
| **Total** | **2022** | **73** |
| | **2023** | **45** |
| | **2024** | **94** |

TABLE 3 - STATUS OF FRANCHISE OUTLETS
FOR FISCAL YEARS 2022 TO 2024

| State/ Territory | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Arizona | 2022 | 168 | 3 | 1 | 0 | 0 | 0 | 170 |
| | 2023 | 170 | 3 | 0 | 0 | 0 | 0 | 173 |
| | 2024 | 173 | 0 | 0 | 0 | 0 | 0 | 173 |
| California | 2022 | 835 | 12 | 5 | 0 | 0 | 0 | 842* |
| | 2023 | 842 | 8 | 0 | 2 | 0 | 3 | 845* |
| | 2024 | 845 | 5 | 0 | 2 | 0 | 1 | 847* |
| Colorado | 2022 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2023 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2024 | 17 | 1 | 0 | 0 | 0 | 0 | 18 |
| Guam | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |

| State/ Territory | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Hawaii | 2022 | 30 | 0 | 2 | 0 | 0 | 0 | 28 |
| | 2023 | 28 | 0 | 0 | 0 | 0 | 0 | 28 |
| | 2024 | 28 | 1 | 0 | 0 | 0 | 0 | 29 |
| Idaho | 2022 | 33 | 1 | 0 | 0 | 0 | 0 | 34 |
| | 2023 | 34 | 0 | 0 | 0 | 0 | 1 | 33 |
| | 2024 | 33 | 0 | 0 | 0 | 0 | 0 | 33 |
| Illinois | 2022 | 12 | 0 | 1 | 0 | 0 | 0 | 11 |
| | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| Indiana | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Kansas | 2022 | 2 | 0 | 0 | 0 | 2 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Louisiana | 2022 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2023 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2024 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| Missouri | 2022 | 54 | 0 | 16 | 0 | 2 | 0 | 36 |
| | 2023 | 36 | 0 | 0 | 0 | 0 | 2 | 34 |
| | 2024 | 34 | 0 | 0 | 0 | 0 | 0 | 34 |
| Nevada | 2022 | 77 | 1 | 0 | 0 | 0 | 0 | 78 |
| | 2023 | 78 | 1 | 0 | 0 | 0 | 0 | 79 |
| | 2024 | 79 | 0 | 0 | 0 | 0 | 0 | 79 |
| New Mexico | 2022 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| North Carolina | 2022 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| | 2023 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| | 2024 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| Ohio | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |

| State/ Territory | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Oklahoma | 2022 | 8 | 1 | 2 | 0 | 0 | 0 | 7 |
| | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| Oregon | 2022 | 34 | 7 | 0 | 0 | 0 | 0 | 41 |
| | 2023 | 41 | 0 | 0 | 0 | 0 | 0 | 41 |
| | 2024 | 41 | 0 | 0 | 0 | 0 | 0 | 41 |
| South Carolina | 2022 | 9 | 0 | 1 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| Tennessee | 2022 | 9 | 2 | 0 | 0 | 9 | 0 | 2 |
| | 2023 | 2 | 2 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Texas | 2022 | 569 | 3 | 11 | 0 | 0 | 0 | 561 |
| | 2023 | 561 | 7 | 0 | 2 | 0 | 3 | 563 |
| | 2024 | 563 | 9 | 5 | 2 | 0 | 6 | 559 |
| Utah | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 2 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 3 | 0 | 0 | 0 | 0 | 8 |
| Washington | 2022 | 147 | 0 | 0 | 0 | 0 | 0 | 147 |
| | 2023 | 147 | 0 | 0 | 0 | 0 | 1 | 146 |
| | 2024 | 146 | 1 | 0 | 0 | 0 | 9 | 138 |
| Mexico | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| **TOTAL** | **2022** | **2055** | **31** | **39** | **0** | **13** | **0** | **2034** |
| | **2023** | **2034** | **23** | **0** | **4** | **0** | **10** | **2043** |
| | **2024** | **2043** | **22** | **5** | **4** | **0** | **16** | **2040** |

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

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

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2022 TO 2024

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| Arizona | 2022 | 5 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 5 |
| California | 2022 | 107 | 0 | 0 | 0 | 6 | 101 |
| | 2023 | 101 | 0 | 0 | 1 | 3 | 97 |
| | 2024 | 97 | 1 | 0 | 0 | 0 | 98 |
| Illinois | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 2 | 0 | 0 | 0 | 2 |
| Kansas | 2022 | 3 | 0 | 2 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 5 |
| Kentucky | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 2 |
| Missouri | 2022 | 1 | 0 | 2 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 3 |
| Oklahoma | 2022 | 8 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 8 |
| Oregon | 2022 | 16 | 0 | 0 | 9 | 7 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| Tennessee | 2022 | 0 | 0 | 9 | 5 | 2 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 2 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| Texas | 2022 | 23 | 0 | 0 | 1 | 0 | 22 |
| | 2023 | 22 | 0 | 0 | 0 | 0 | 22 |
| | 2024 | 22 | 1 | 0 | 0 | 0 | 23 |

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| Utah | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 3 | 0 | 0 | 0 | 4 |
| **TOTAL** | **2022** | **163** | **0** | **13** | **15** | **15** | **146** |
| | **2023** | **146** | **2** | **0** | **1** | **5** | **142** |
| | **2024** | **142** | **8** | **0** | **0** | **0** | **150** |

TABLE 5 - PROJECTED OPENINGS AS OF OCTOBER 1, 2024

| State | Franchise Agreements Signed but Outlets Not Opened (1) | Projected New Franchised Outlets in the Current Fiscal Year 2025 | Projected New Company-Owned Outlets in the Current Fiscal Year 2025 |
|---|---|---|---|
| Arizona | 2 | 2 | 0 |
| California | 24 | 16 | 0 |
| Colorado | 3 | 2 | 0 |
| Florida | 6 | 0 | 0 |
| Illinois | 0 | 0 | 8 |
| Indiana | 1 | 1 | 1 |
| Kentucky | 1 | 1 | 1 |
| Michigan | 1 | 1 | 0 |
| Missouri | 1 | 1 | 0 |
| Tennessee | 1 | 1 | 0 |
| Texas | 21 | 12 | 0 |
| Utah | 5 | 4 | 2 |
| Mexico | 2 | 2 | 0 |
| **Total** | **68** | **43** | **12** |

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

## FRANCHISEES

Please see Exhibit D for:

- a list of all the current franchised locations, the franchisee's name, and the location address and telephone number;
- a list of the names, addresses and telephone numbers of all franchisees who have had a restaurant terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during fiscal year 2024, or who have not communicated with the Company within the 10-week period before this Franchise Disclosure Document was issued; and
- franchisees that have signed a Franchise Agreement but not yet opened a restaurant.

## FRANCHISEE ASSOCIATIONS

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

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

## CONFIDENTIALITY AGREEMENTS

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Different Rules, LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

## ITEM 21
## FINANCIAL STATEMENTS

Attached hereto as Exhibit A are the audited consolidated financial statements of our parent company, Jack in the Box SPV Guarantor, LLC and subsidiaries ("SPV"), as

of September 29, 2024 and October 1, 2023, the related consolidated statements of earnings, member's deficit, and cash flows for each of the fifty-two week periods ended September 29, 2024, October 1, 2023 and October 2, 2022, and the unaudited consolidated statements as of January 19, 2025. Under the Guaranty of Performance (included in Exhibit A), SPV has absolutely and unconditionally guaranteed our duties and obligations under the Franchise Agreement.

Also included are the audited consolidated balance sheets of our indirect parent company, Jack in the Box Inc. and subsidiaries as of September 29, 2024 and October 1, 2023, the related consolidated statements of operations, comprehensive (loss) income, cash flows and stockholders' deficit for each of the fifty-two week periods ended September 29, 2024, October 1, 2023 and October 2, 2022. These financials are being included for disclosure purposes only. As reflected in Item 1, Jack in the Box, Inc. is our Manager, performing certain services on our behalf. Jack in the Box, Inc. is not a party to the Franchise Agreement, Nontraditional License Agreement, or Development Agreements we sign with franchisees, nor does it guarantee any of our obligations.

## ITEM 22
## CONTRACTS

The following contracts are attached:

EXHIBITS

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

## ITEM 23
## RECEIPT

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

# EXHIBIT A

## FINANCIAL STATEMENTS

# Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements
As of September 29, 2024 and October 1, 2023
(With Independent Auditors' Report Thereon)

# Jack in the Box SPV Guarantor, LLC and Subsidiaries

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KPMG LLP
Suite 1100
4655 Executive Drive
San Diego, CA 92121-3132

# Independent Auditors' Report

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

*Opinion*

We have audited the consolidated financial statements of Jack in the Box SPV Guarantor, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of September 29, 2024 and October 1, 2023, and the related consolidated statements of earnings, member's deficit, and cash flows for the fifty-two week periods ended September 29, 2024, October 1, 2023, and October 2, 2022, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 29, 2024 and October 1, 2023, and the results of its operations and its cash flows for each of the fifty-two week periods ended September 29, 2024, October 1, 2023, and October 2, 2022 in accordance with U.S. generally accepted accounting principles.

*Basis for Opinion*

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

*Emphasis of Matter*

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

*Responsibilities of Management for the Consolidated Financial Statements*

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

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

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

*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

San Diego, California
January 24, 2025

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**
**(In thousands)**

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **ASSETS** | | |
| Current assets: | | |
| Cash | $ 3,189 | $ 12,128 |
| Restricted cash | 29,422 | 28,254 |
| Accounts and other receivables, net | 51,625 | 68,701 |
| Inventories | 2,148 | 1,954 |
| Prepaid expenses | 11 | 1,533 |
| Current assets held for sale | 14,568 | 11,712 |
| Other current assets | 4,131 | 3,930 |
| Total current assets | 105,094 | 128,212 |
| Property and equipment, net | 231,829 | 219,631 |
| Operating lease right-of-use assets | 689,297 | 677,165 |
| Other assets, net | 70,838 | 76,550 |
| | $ 1,097,058 | $ 1,101,558 |
| **LIABILITIES AND MEMBER'S DEFICIT** | | |
| Current liabilities: | | |
| Current maturities of long-term debt | $ 35,792 | $ 29,836 |
| Current operating lease liabilities | 89,564 | 77,983 |
| Accounts payable | 18,100 | 27,246 |
| Accrued liabilities | 43,637 | 55,477 |
| Related party payable, net | 29,311 | 42,563 |
| Total current liabilities | 216,404 | 233,105 |
| Long-term liabilities: | | |
| Long-term debt, net of current maturities | 1,699,150 | 1,724,551 |
| Long-term operating lease liabilities, net of current portion | 623,045 | 610,805 |
| Other long-term liabilities | 36,460 | 36,367 |
| Total long-term liabilities | 2,358,655 | 2,371,723 |
| Member's deficit: | | |
| Member's contribution, net | (2,549,913) | (2,372,299) |
| Retained earnings | 1,071,912 | 869,029 |
| Total member's deficit | (1,478,001) | (1,503,270) |
| | $ 1,097,058 | $ 1,101,558 |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF EARNINGS**
**(In thousands)**

| | 52-week period ended September 29, 2024 | 52-week period ended October 1, 2023 | 52-week period ended October 2, 2022 |
|---|---|---|---|
| Revenues: | | | |
| Company restaurant sales | $ 406,235 | $ 394,274 | $ 385,138 |
| Franchise rental revenues | 229,722 | 230,420 | 218,717 |
| Franchise royalties and other | 205,110 | 214,171 | 202,772 |
| Franchise contributions for advertising and other services | 210,010 | 210,185 | 193,159 |
| Revenue from affiliates | 2,495 | 2,516 | 3,648 |
| Total revenue | 1,053,572 | 1,051,566 | 1,003,434 |
| Operating costs and expenses, net: | | | |
| Food and packaging | 119,042 | 124,287 | 123,301 |
| Payroll and employee benefits | 125,336 | 118,905 | 123,020 |
| Occupancy and other | 68,637 | 64,306 | 65,026 |
| Franchise occupancy expenses | 133,752 | 132,833 | 129,049 |
| Franchise support and other costs | 129 | (763) | 3,593 |
| Franchise advertising and other services expenses | 213,376 | 215,361 | 197,803 |
| Management fees | 56,295 | 53,998 | 54,142 |
| Selling, general, and administrative expenses | 22,337 | 19,946 | 19,515 |
| Pre-opening costs | 2,049 | 602 | 338 |
| Depreciation and amortization | 26,226 | 24,037 | 26,197 |
| Other operating expense ( income), net | 3,390 | (7,785) | (27,682) |
| Loss (gain) on the sale of company-operated restaurants | (65) | 442 | (3,919) |
| Total costs and expenses | 770,504 | 746,169 | 710,383 |
| Earnings from operations | 283,068 | 305,397 | 293,051 |
| Interest expense, net | 80,185 | 82,483 | 83,456 |
| Net earnings | $ 202,883 | $ 222,914 | $ 209,595 |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT**

**(In thousands)**

| | Member's Contributions, Net | Retained Earnings | Total |
|---|---|---|---|
| Balance at October 3, 2021 | $ (1,432,608) | $ 436,520 | $ (996,088) |
| Member's contributions | 25,256 | — | 25,256 |
| Net earnings | — | 209,595 | 209,595 |
| Distributions to affiliates | (761,710) | — | (761,710) |
| Balance at October 2, 2022 | $ (2,169,062) | $ 646,115 | $ (1,522,947) |
| Member's contributions | 92,156 | — | 92,156 |
| Net earnings | — | 222,914 | 222,914 |
| Distributions to affiliates | (295,393) | — | (295,393) |
| Balance at October 1, 2023 | $ (2,372,299) | $ 869,029 | $ (1,503,270) |
| Member's contributions | 72,062 | — | 72,062 |
| Net earnings | — | 202,883 | 202,883 |
| Distributions to affiliates | (249,676) | — | (249,676) |
| Balance at September 29, 2024 | $ (2,549,913) | $ 1,071,912 | $ (1,478,001) |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

**(In thousands)**

| | 52-week period ended September 29, 2024 | 52-week period ended October 1, 2023 | 52-week period ended October 2, 2022 |
|---|---|---|---|
| Cash flows from operating activities: | | | |
| Net earnings | $ 202,883 | $ 222,914 | $ 209,595 |
| Adjustments to reconcile net earnings to net cash provided by operating activities: | | | |
| Depreciation and amortization | 26,226 | 24,037 | 26,197 |
| Franchise tenant improvement allowance amortization and other | 4,017 | 3,913 | 3,887 |
| Amortization of debt issuance costs | 4,830 | 4,902 | 5,308 |
| Loss on extinguishment of debt | — | — | 5,575 |
| Gains on the disposition of property and equipment | (1,167) | (9,509) | (31,048) |
| (Gains) losses on the sale of company-operated restaurants | (65) | 442 | (3,919) |
| Other, net | 3,743 | 557 | 3,131 |
| Changes in assets and liabilities, excluding dispositions: | | | |
| Accounts and other receivables | 17,128 | (1,132) | (10,064) |
| Inventories | (194) | 74 | 2 |
| Prepaid expenses and other current assets | 5,144 | 3,405 | 799 |
| Operating lease right-of-use assets and lease liabilities | 10,810 | (25) | (85) |
| Accounts payable | (10,099) | 406 | 10,908 |
| Accrued liabilities | (13,398) | 4,102 | 4,538 |
| Related party payable, net | (13,343) | 1,370 | 853 |
| Other assets and liabilities | 3,288 | 1,297 | (1,300) |
| Cash flows provided by operating activities | 239,803 | 256,753 | 224,377 |
| Cash flows from investing activities: | | | |
| Proceeds from the sale and leaseback of assets | 1,728 | 3,673 | 10,768 |
| Proceeds from the sale of property and equipment | 23,895 | 24,537 | 29,325 |
| Proceeds from the sale of company-operated restaurants | 259 | 743 | 5,000 |
| Cash flows provided by investing activities | 25,882 | 28,953 | 40,093 |
| Cash flows from financing activities: | | | |
| Proceeds from issuance of debt | — | — | 1,100,000 |
| Borrowings on variable funding notes | 6,000 | — | 55,000 |
| Repayments of variable funding notes | — | — | (5,000) |
| Principal repayments on debt | (29,780) | (29,966) | (587,906) |
| Debt issuance costs | — | — | (18,150) |
| Distributions to affiliates | (249,676) | (295,393) | (761,710) |
| Cash flows used in financing activities | (273,456) | (325,359) | (217,766) |
| Net (decrease) increase in cash and restricted cash | (7,771) | (39,653) | 51,704 |
| Cash and restricted cash at beginning of year | 40,382 | 80,035 | 28,331 |
| Cash and restricted cash at end of year | $ 32,611 | $ 40,382 | $ 80,035 |
| Supplemental cash flow information: | | | |
| Cash paid for interest | $ 76,334 | $ 78,689 | $ 70,233 |
| Non-cash financing and investing activities: | | | |
| Contributions of net assets from affiliate | $ 72,062 | $ 92,156 | $ 25,256 |
| Repayment of variable funding notes | $ — | $ (50,000) | $ — |
| Right-of-use assets exchanged for operating lease obligations | $ 101,794 | $ 98,797 | $ 127,777 |
| Distributions payable to affiliate | $ — | $ — | $ — |
| Property and equipment included in accounts payable and accrued liabilities | $ (3,022) | $ (816) | $ 197 |
| Notes and accounts receivable from the sale of restaurant properties | $ — | $ — | $ 10,001 |

See accompanying notes to consolidated financial statements.

## 1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

***Organization*** — Jack in the Box SPV Guarantor, LLC ("Jack in the Box SPV Guarantor" and together with its subsidiaries, the "Company," "we,", "us" or "our") is a bankruptcy-remote, special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Jack in the Box Inc. ("Jack in the Box"). Jack in the Box operates and franchises Jack in the Box® quick-service restaurants. At September 29, 2024, Jack in the Box operated and franchised 150 and 2,041 restaurants, respectively.

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

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

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

***Fiscal year*** — The Company's fiscal year consists of 52 or 53 weeks ending on the Sunday closest to September 30. Each of the fiscal years ended September 29, 2024, October 1, 2023, and October 2, 2022 contained 52 weeks.

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

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

JIB Properties was formed primarily to operate certain restaurants and manage its real estate and lease portfolio, which includes leasing and/or subleasing real estate to franchisees for the operation of Jack in the Box restaurants. Also on the Closing Date, Jack in the Box contributed to JIB Properties its company-operated restaurants and related restaurant assets, as well as certain owned and leased real estate located in the United States. Following the Closing Date, all new leases or subleases for the operation or franchising of Jack in the Box restaurants will be entered into by JIB Properties. As of September 29, 2024, JIB Properties operated 139 restaurants.

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

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

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

***Restricted cash*** — In accordance with the terms of our securitized financing facility, certain cash balances are required to be held in trust and are restricted in their use. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of interest and commitment fees for the Class A-1 and Class A-2 Notes due on a quarterly basis. As of September 29, 2024 and October 1, 2023, restricted cash balances were $29.4 million and $28.3 million, respectively.

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

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

| | 2024 | 2023 |
|---|---|---|
| Balance as of beginning of period | $ (3,939) | $ (5,234) |
| Reversal (provision) for expected credit losses | (119) | 1,295 |
| Write-offs charged against the allowance | — | — |
| Balance as of end of period | $ (4,058) | $ (3,939) |

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

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

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

Buildings, equipment and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $26.2 million, $24.0 million, and $26.2 million in 2024, 2023, and 2022, respectively.

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

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

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

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

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

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

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

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

***Advertising costs*** — The Manager is responsible for performing certain marketing services on behalf of the Securitization Entities. These activities are supported primarily by financial contributions from franchise and company-operated restaurants based on a percentage of gross sales. As franchisor, contributions to the marketing fund are billed and collected by the Company. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. In 2024, 2023, and 2022, marketing fees were approximately 5.0% of sales.

The Company incurs various advertising costs, including contributions to a marketing fund administered by the Manager based upon a percentage of net sales by company-operated restaurants. All advertising costs are expensed as incurred and are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In 2024, 2023, and 2022, advertising costs were $20.4 million, $19.7 million, and $19.3 million, respectively.

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

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

***Effect of new accounting pronouncements adopted in fiscal year*** — There were no recently adopted accounting pronouncements in 2024.

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

## 2. REVENUE

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

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

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Company restaurant sales | $ 406,235 | $ 394,274 | $ 385,138 |
| Franchise rental revenues [1] | 231,197 | 231,991 | 220,909 |
| Franchise royalties [2] | 199,397 | 208,010 | 190,358 |
| Marketing fees | 197,900 | 199,917 | 183,076 |
| Technology fees | 12,110 | 10,268 | 10,083 |
| Franchise fees and other services | 6,733 | 7,106 | 13,870 |
| Total revenue | $ 1,053,572 | $ 1,051,566 | $ 1,003,434 |

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

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

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

A summary of significant changes in our contract liabilities for the periods ended September 29, 2024 and October 1, 2023 is presented below *(in thousands)*:

| | 2024 | 2023 |
|---|---|---|
| Deferred franchise fees at beginning of period | $ 35,639 | $ 37,463 |
| Revenue recognized during the period | (4,952) | (5,097) |
| Additions during the period | 3,809 | 3,273 |
| Deferred franchise fees at end of period | $ 34,496 | $ 35,639 |

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

| | |
|---|---|
| 2025 | $ 4,716 |
| 2026 | 4,390 |
| 2027 | 4,054 |
| 2028 | 3,464 |
| 2029 | 2,855 |
| Thereafter | 15,017 |
| | $ 34,496 |

Additionally, as of September 29, 2024 and October 1, 2023, approximately $4.6 million and $3.5 million, respectively, of development fees related to unopened stores are included in either other accrued liabilities or other long-term liabilities on the consolidated balance sheets. Timing of revenue recognition is dependent upon the timing of store openings and are recognized over the franchise term at the date of opening.

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

## 3. SUMMARY OF REFRANCHISINGS AND ASSETS HELD FOR SALE

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Restaurants sold to Jack in the Box franchisees | — | 3 | 6 |
| | | | |
| Proceeds from the sale of company-operated restaurants (1) | $ 259 | $ 743 | $ 5,000 |
| Net assets sold (primarily property and equipment) | — | (528) | (1,081) |
| Sublease liabilities | — | (421) | — |
| Other | (194) | (236) | — |
| (Loss) gain on the sale of company-operated restaurants | $ 65 | $ (442) | $ 3,919 |

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

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

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| Restaurant properties held for sale (1) | $ 14,137 | $ 11,097 |
| Other property and equipment held for sale (2) | 431 | 615 |
| Assets held for sale | $ 14,568 | $ 11,712 |

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

## 4. INDEBTEDNESS

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

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| Series 2019-1 Class A-2-II Notes | $ 265,375 | $ 268,125 |
| Series 2019-1 Class A-2-III Notes | 434,250 | 438,750 |
| Series 2022-1 Class A-2-I Notes | 522,500 | 533,500 |
| Series 2022-1 Class A-2-II Notes | 522,500 | 533,500 |
| Series 2022-1 Variable Funding Notes | 6,000 | — |
| Finance lease obligations | 542 | 1,141 |
| Total debt | 1,751,167 | 1,775,016 |
| Less current maturities of long-term debt | (35,792) | (29,836) |
| Less unamortized debt issuance costs | (16,225) | (20,629) |
| Long-term debt | $ 1,699,150 | $ 1,724,551 |

***Securitized refinancing transaction*** — On February 11, 2022, the Company completed the sale of $550.0 million of its Series 2022-1 3.445% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes") and $550.0 million of its Series 2022-1 4.136% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II" and, together with the Class A-2-I Notes, the "2022 Notes"). Interest payments on the 2022 Notes are payable on a quarterly basis. The anticipated repayment dates of the 2022 Class A-2-I Notes and the Class A-2-II Notes are February 2027 and February 2032, respectively (the "Anticipated Repayment Dates"), unless earlier prepaid to the extent permitted under the indenture that will govern the 2022 Notes. The anticipated repayment dates of the existing 2019-1 Class A-2-II Notes and the Class A-2-III Notes are August 2026 and August 2029, respectively.

The Company also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Secured Notes (the "Variable Funding Notes"), which permits borrowings up to a maximum of $150.0 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. As of September 29, 2024, we had $6.0 million in outstanding borrowings and had available borrowing capacity of $94.5 million, net of letters of credits issued of $49.5 million.

The net proceeds of the sale of the 2022 Notes were used to repay in full the $570.7 million in aggregate outstanding principal amount of the Company's Series 2019-1 Class A-2-I Notes, together with the applicable make-whole premium and unpaid interest. As a result, the Company recorded a loss on early extinguishment of debt of $5.6 million during the second quarter of 2022, which was comprised of the write-off of certain deferred financing costs and a specified make-whole premium payment, and is presented in "Interest expense, net" in the consolidated statement of earnings. Additionally, in connection with the 2022 Notes, the Company capitalized $17.4 million of debt issuance costs, which are being amortized into interest expense over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of February 2027 using the straight-line method. As of September 29, 2024, effective interest rates, including the amortization of debt issuance costs, were 4.851%, 5.258%, 3.796%, and 4.347% for the Series 2019-1 Class A-2-II Notes, Series 2019-1 Class A-2-III Notes,

Series 2022-1 Class A-2-I Notes, and Series 2022-1 Class A-2-II Notes, respectively.

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

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

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

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

***Covenants and restrictions*** — The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes in full by the applicable anticipated repayment date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. As of September 29, 2024, we were in compliance with all of our debt covenant requirements and were not subject to any rapid amortization events.

***Maturities of long-term debt*** — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of September 29, 2024, principal payments on our long-term debt outstanding at September 29, 2024 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

| | |
|---|---|
| 2025 | $ 35,792 |
| 2026 | 289,125 |
| 2027 | 516,000 |
| 2028 | 15,500 |
| 2029 | 427,250 |
| Thereafter | 467,500 |
| | $ 1,751,167 |

## 5. FAIR VALUE MEASUREMENTS

***Financial assets and liabilities*** —The following table presents the carrying value and estimated fair value of our Class A-2 Notes as of September 29, 2024 and October 1, 2023 (*in thousands*):

| | September 29, 2024 | | October 1, 2023 | |
|---|---|---|---|---|
| | Carrying Amount | Fair Value | Carrying Amount | Fair Value |
| Series 2019 Class A-2 Notes | $ 699,625 | $ 684,875 | $ 706,875 | $ 640,046 |
| Series 2022 Class A-2 Notes | $ 1,045,000 | $ 975,507 | $ 1,067,000 | $ 903,056 |

The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. As of September 29, 2024, we had $6.0 million of outstanding borrowings under our Variable Funding Notes. The fair value of these loans approximates their carrying value due to the variable rate nature of these borrowings.

***Non-financial assets and liabilities*** — Our non-financial instruments, which primarily consist of property and equipment and operating lease right-of-use assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on an annual basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If the carrying values are not fully recoverable, they are written down to fair value. Refer to Note 8, *Other Operating (Income) Expense, Net*, for further details on impairment charges recognized in 2024.

## 6. LEASES

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

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

***Company as lessee*** — Leased assets and liabilities consisted of the following as of September 29, 2024 and October 1, 2023 *(in thousands)*:

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **Assets:** | | |
| Operating lease ROU assets | $ 689,297 | $ 677,165 |
| Finance lease ROU assets (1) | 320 | 791 |
| Total ROU assets | $ 689,617 | $ 677,956 |
| **Liabilities:** | | |
| Current operating lease liabilities | $ 89,564 | $ 77,983 |
| Current finance lease liabilities (2) | 542 | 586 |
| Long-term operating lease liabilities | 623,045 | 610,805 |
| Long-term finance lease liabilities (2) | — | 555 |
| Total lease liabilities | $ 713,151 | $ 689,929 |

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

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

| | 2024 | 2023 |
|---|---|---|
| Finance lease cost: | | |
| Amortization of ROU assets (1) | $ 420 | $ 627 |
| Interest on lease liabilities (2) | 59 | 43 |
| Operating lease cost (3) | 125,009 | 122,527 |
| Short-term lease cost (3) | 43 | 152 |
| Variable lease cost (3)(4) | 29,777 | 29,886 |
| | $ 155,308 | $ 153,235 |

(1) Included in "Depreciation and amortization" in our consolidated statements of earnings.
(2) Included in "Interest expense, net" in our consolidated statements of earnings.
(3) Operating lease, short-term and variable lease costs associated with franchisees and company-operated restaurants are included in "Franchise occupancy expenses" and "Occupancy and other," respectively, in our consolidated statements of earnings. For our closed restaurants, these costs are included in "Other operating (income) expense, net."
(4) Includes $24.2 million and $24.6 million in 2024 and 2023, respectively, of property taxes and common area maintenance costs which are reimbursed by sub-lessees.

The following table presents supplemental information related to leases:

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **Weighted-average remaining lease term (in years):** | | |
| Finance leases | 0.8 | 1.7 |
| Operating leases | 10.1 | 10.1 |
| **Weighted-average discount rate:** | | |
| Finance leases | 7.0 % | 7.1 % |
| Operating leases | 5.6 % | 5.2 % |

The following table presents as of September 29, 2024, the annual maturities of our lease liabilities (*in thousands*):

| | Finance Leases | Operating Leases |
|---|---|---|
| **Fiscal year:** | | |
| 2025 | $ 563 | $ 125,528 |
| 2026 | 6 | 119,004 |
| 2027 | — | 117,147 |
| 2028 | — | 94,273 |
| 2029 | — | 71,232 |
| Thereafter | — | 429,295 |
| Total future lease payments (1) | $ 569 | $ 956,479 |
| Less: imputed interest | (27) | (243,870) |
| Present value of lease liabilities | $ 542 | $ 712,609 |
| Less current portion | (542) | (89,564) |
| Long-term lease obligations | $ — | $ 623,045 |

(1) Total future lease payments include non-cancellable commitments of $0.6 million for finance leases and $697.4 million for operating leases.

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

| | 2024 | 2023 |
|---|---|---|
| Buildings | $ — | $ 863 |
| Equipment | 5,622 | 5,759 |
| Less accumulated amortization | (5,302) | (5,831) |
| | $ 320 | $ 791 |

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

| | 2024 | 2023 |
|---|---|---|
| Cash paid for amounts included in the measurement of lease liabilities: | | |
| Operating cash flows from operating leases | $ 113,847 | $ 122,207 |
| Operating cash flows from financing leases | $ 59 | $ 43 |
| Financing cash flows from financing leases | $ 530 | $ 716 |

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

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

In fiscal 2022, we sold four restaurant properties in sale and leaseback transactions for net proceeds of $10.8 million and recorded total losses of $0.2 million. The leases have been accounted for as operating leases and contain initial terms of 16 years and 20 years.

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

| | 2024 | | | 2023 | | |
|---|---|---|---|---|---|---|
| | Owned Properties | Leased Properties | Total | Owned Properties | Leased Properties | Total |
| Operating lease income - franchise | $ 18,139 | $ 137,844 | $ 155,983 | $ 17,643 | $ 133,179 | $ 150,822 |
| Variable lease income - franchise | 12,456 | 61,253 | 73,709 | 12,636 | 66,934 | 79,570 |
| Amortization of sublease assets and liabilities, net | — | 30 | 30 | — | 28 | 28 |
| Franchise rental revenues (1) | $ 30,595 | $ 199,127 | $ 229,722 | $ 30,279 | $ 200,141 | $ 230,420 |
| Operating lease income - closed restaurants and other (2) | $ 31 | $ 3,059 | $ 3,090 | $ 76 | $ 2,951 | $ 3,027 |

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

The following table presents as of September 29, 2024, future minimum rental receipts for non-cancellable leases and subleases (*in thousands*):

| | September 29, 2024 |
|---|---|
| **Fiscal year:** | |
| 2025 | $ 158,404 |
| 2026 | 149,476 |
| 2027 | 148,364 |
| 2028 | 122,268 |
| 2029 | 93,439 |
| Thereafter | 587,399 |
| Total minimum rental receipts | $ 1,259,350 |

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

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| Land | $ 70,779 | $ 78,219 |
| Buildings | 476,311 | 502,281 |
| | 547,090 | 580,500 |
| Less accumulated depreciation | (427,625) | (432,861) |
| | $ 119,465 | $ 147,639 |

## 7. MEMBER'S DEFICIT

***Capital contributions —*** In 2024, Jack in the Box made capital contributions to the Company of $72.1 million, primarily related to the funding of capital expenditures and franchise incentives. In 2023, Jack in the Box made capital contributions to the Company of $92.2 million, primarily related to the repayment of debt on the 2022 Variable Funding Notes, funding of capital expenditures, prepaid software, as well as franchise incentives and franchise tenant improvement. In 2022, Jack in the Box made capital contributions to the Company of $25.3 million, primarily related to funding of capital expenditures, capitalized software, franchise incentives, franchise tenant improvement, as well as a contribution of additional leased real estate assets.

***Distributions to affiliates*** — The Company distributes its retained collections in excess of cash required to service its debt obligations to the Manager at its discretion and in accordance with the Indenture. Distributions made by the Company to the Manager was $249.7 million, $295.4 million, and $761.7 million in 2024, 2023 and 2022, respectively. The 2022 distribution includes $561.3 million related to residual proceeds from the 2022 securitized refinancing transaction and borrowings on the 2022 Variable Funding Notes.

## 8. OTHER OPERATING (INCOME) EXPENSE, NET

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Gains on disposition of property and equipment, net | $ (1,167) | $ (9,509) | $ (31,048) |
| Restaurant impairment charges | 3,763 | 163 | 1,734 |
| Costs of closed restaurants and other | 391 | 1,176 | 985 |
| Accelerated depreciation | 403 | 385 | 647 |
| | $ 3,390 | $ (7,785) | $ (27,682) |

***Gains on disposition of property and equipment, net —*** In 2024, 2023 and 2022, gains on disposition primarily relate to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale.

***Restaurant impairment charges —*** In 2024, restaurant impairment charges related to under-performing Jack in the Box restaurants as well as restaurants leased or subleased to franchisees for which the lease and franchise agreements were early terminated during the year. In 2023 and 2022, restaurant impairment charges related to Jack in the Box restaurants leased or subleased to franchisees for which the lease and franchise agreements were early terminated during the year.

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

***Accelerated depreciation —*** When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In 2024, 2023, and 2022 accelerated depreciation primarily related to restaurant remodels.

## 9. COMMITMENTS AND CONTINGENCIES

***Commitments*** — We have entered into long-term beverage agreements with The Coca-Cola Company and Dr. Pepper / Seven Up, Inc., which provide fountain products and certain marketing support funding to the Company and its franchisees. These agreements require minimum purchases of fountain beverage syrup, by the Company and its franchisees at agreed upon prices until the total volume commitments have been reached. The volume commitments are not subject to any time limit and as of September 29, 2024, we estimate that it will take approximately one year to complete the Coca-Cola purchase commitment and approximately two years to complete the Dr. Pepper purchase commitment that were in effect at that time. The Company estimates future annual purchases under these agreements to be approximately $14.2 million as of September 29, 2024 based on the expected ratio of usage at company-operated to franchise restaurants.

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

## 10. RELATED PARTY TRANSACTIONS

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

The Company incurred management fees of $56.3 million, $54.0 million, and $54.1 million in 2024, 2023, and 2022, respectively, which are included in “Management fees” in the accompany consolidated statements of earnings. There was no related payable for management fees as of September 29, 2024. As of October 1, 2023, payables for management fees were $1.7 million which are included in “Related party payable, net” in our consolidated balance sheets.

***Restaurants operated by affiliates*** — The Company earns fees for licensing to Jack in the Box Inc., for a 99-year term, a non-exclusive right to use and sublicense the Securitization IP in connection with the operation of company-operated restaurants for a royalty fee equal to 5.0% of the gross sales of each restaurant. As of each September 29, 2024 and October 1, 2023, there were 11 restaurants, respectively, operated by Jack in the Box Inc. The Company received royalties of $1.0 million, $0.9 million, and $1.5 million in 2024, 2023, and 2022, respectively, and are included in “Revenue from affiliates” in the accompany consolidated statements of earnings. The Company also earns rental income for each restaurant owned by Jack in the Box which are operated on real estate owned and leased by JIB Properties. The Company earned rental income of $1.5 million, $1.6 million, and $2.2 million in 2024, 2023, and 2022, respectively, and are included in “Revenue from affiliates” in the accompany consolidated statements of earnings. Receivables for rent and royalties as of September 29, 2024 and October 1, 2023 were $0.3 million and $0.2 million, respectively and are included in “Related party payable, net” in our consolidated balance sheets.

***Marketing and technology fees*** — As the franchisor, the Company bills and collects marketing and technology fees from franchisees. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. These fees are included in "Franchise contributions for advertising and other services" in our consolidated statement of earnings. The Company receives a charge from the Manager equivalent to fees billed. Costs charged from the Manager were $213.4 million, $215.4 million and $197.8 million in 2024, 2023, and 2022, respectively, and are included in "Franchise advertising and other services expenses" in our consolidated statements of earnings. Payables for these charges as of September 29, 2024 and October 1, 2023 were $15.8 million and $18.9 million, respectively, which are included in "Related party payable" in our consolidated balance sheets.

"Related party payable, net" also includes amounts due to Jack in the Box of $13.7 million and $22.2 million as of September 29, 2024 and October 1, 2023, respectively, to reimburse Jack in the Box for company-operated restaurant expenses, including labor and benefits paid on behalf of the Company, as well as payables for distributions of excess cash flows to the Manager.

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

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **Accounts and other receivables, net:** | | |
| Trade | $ 50,404 | $ 70,241 |
| Notes receivable | 1,664 | 1,890 |
| Other | 3,615 | 509 |
| Allowance for doubtful accounts | (4,058) | (3,939) |
| | $ 51,625 | $ 68,701 |
| **Property and equipment, net:** | | |
| Land | $ 77,273 | $ 77,474 |
| Buildings | 589,169 | 597,136 |
| Restaurant and other equipment | 83,126 | 85,157 |
| Construction in progress | 12,552 | 6,343 |
| Accumulated depreciation and amortization | (530,291) | (546,479) |
| | $ 231,829 | $ 219,631 |
| **Other assets, net:** | | |
| Deferred rent receivable | $ 23,120 | $ 24,686 |
| Franchise tenant improvement allowances | 30,757 | 31,933 |
| Notes receivable, less current portion | 7,070 | 8,801 |
| Deferred finance fees | 1,874 | 2,299 |
| Other | 8,017 | 8,831 |
| | $ 70,838 | $ 76,550 |
| **Accrued liabilities:** | | |
| Deferred rent income | $ — | $ 12,590 |
| Accrued interest | 12,449 | 11,725 |
| Deferred franchise fees | 4,736 | 4,729 |
| Sales and property taxes | 15,270 | 16,841 |
| Other | 11,182 | 9,592 |
| | $ 43,637 | $ 55,477 |
| **Other long-term liabilities:** | | |
| Deferred franchise fees | $ 29,760 | $ 30,910 |
| Other | 6,700 | 5,457 |
| | $ 36,460 | $ 36,367 |

## 12. SUBSEQUENT EVENTS

In preparing the consolidated financial statements, the Company has evaluated significant events occurring subsequent to September 29, 2024 through January 24, 2025, the date of the issuance of the consolidated financial statements. The Company determined there were no subsequent events that required recognition or disclosure.

**UNAUDITED FINANCIAL STATEMENTS**

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

# Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements (Unaudited)
As of January 19, 2025 and September 29, 2024 and for the periods ended January 19, 2025 and January 21, 2024

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**
**(In thousands)**
**(Unaudited)**

| | January 19, 2025 | September 29, 2024 |
|---|---|---|
| **ASSETS** | | |
| Current assets: | | |
| Cash | $ 27,824 | $ 3,189 |
| Restricted cash | 29,655 | 29,422 |
| Accounts and other receivables, net | 34,923 | 51,625 |
| Inventories | 2,221 | 2,148 |
| Prepaid expenses | — | 11 |
| Current assets held for sale | 12,432 | 14,568 |
| Other current assets | 4,689 | 4,131 |
| Total current assets | 111,744 | 105,094 |
| Property and equipment, net | 238,398 | 231,829 |
| Operating lease right-of-use assets | 689,880 | 689,297 |
| Other assets, net | 67,471 | 70,838 |
| Total assets | $ 1,107,493 | $ 1,097,058 |
| **LIABILITIES AND MEMBER'S DEFICIT** | | |
| Current liabilities: | | |
| Current maturities of long-term debt | $ 29,650 | $ 35,792 |
| Current operating lease liabilities | 89,092 | 89,564 |
| Accounts payable | 17,350 | 18,100 |
| Accrued liabilities | 42,397 | 43,637 |
| Related party payable, net | 55,053 | 29,311 |
| Total current liabilities | 233,542 | 216,404 |
| Long-term liabilities: | | |
| Long-term debt, net of current maturities | 1,693,180 | 1,699,150 |
| Long-term operating lease liabilities, net of current portion | 621,335 | 623,045 |
| Other long-term liabilities | 35,532 | 36,460 |
| Total long-term liabilities | 2,350,047 | 2,358,655 |
| Member's deficit: | | |
| Member's contribution, net | (2,607,815) | (2,549,913) |
| Retained earnings | 1,131,719 | 1,071,912 |
| Total member's deficit | (1,476,096) | (1,478,001) |
| Total liabilities and member's deficit | $ 1,107,493 | $ 1,097,058 |

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF EARNINGS**
**(In thousands)**
**(Unaudited)**

| | 16-Weeks Ended | |
|---|---|---|
| | January 19, 2025 | January 21, 2024 |
| Revenues: | | |
| Company restaurant sales | $ 127,251 | $ 125,632 |
| Franchise rental revenues | 69,862 | 69,455 |
| Franchise royalties and other | 63,578 | 63,314 |
| Franchise contributions for advertising and other services | 65,487 | 65,263 |
| Revenue from affiliates | 767 | 760 |
| Total revenue | 326,945 | 324,424 |
| Operating costs and expenses, net: | | |
| Food and packaging | 36,152 | 37,121 |
| Payroll and employee benefits | 41,952 | 37,611 |
| Occupancy and other | 21,845 | 20,167 |
| Franchise occupancy expenses | 41,894 | 39,927 |
| Franchise support and other | (147) | (27) |
| Franchise advertising and other services expenses | 65,487 | 67,086 |
| Management fees | 18,842 | 18,255 |
| Selling, general, and administrative expenses | 6,514 | 6,367 |
| Pre-opening costs | 1,385 | 306 |
| Depreciation and amortization | 8,501 | 7,751 |
| Other operating expense, net | 274 | 17 |
| | 242,699 | 234,581 |
| Earnings from operations | 84,246 | 89,843 |
| Interest expense, net | 24,439 | 24,780 |
| Net earnings | $ 59,807 | $ 65,063 |

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

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

| | 16-Weeks Ended | |
|---|---|---|
| | January 19, 2025 | January 21, 2024 |
| Cash flows from operating activities: | | |
| Net earnings | $ 59,807 | $ 65,063 |
| Adjustments to reconcile net earnings to net cash provided by operating activities: | | |
| Depreciation and amortization | 8,501 | 7,751 |
| Amortization of franchise tenant improvement allowances and incentives | 1,338 | 1,232 |
| Deferred finance cost amortization | 1,473 | 1,493 |
| Losses (gains) on the disposition of property and equipment | 285 | (101) |
| Impairment charges and other | 701 | — |
| Changes in assets and liabilities: | | |
| Accounts and other receivables | 16,730 | 30,662 |
| Inventories | (73) | (194) |
| Prepaid expenses and other current assets | (310) | 464 |
| Operating lease right-of-use assets and lease liabilities | (2,994) | 7,077 |
| Accounts payable | 228 | (8,226) |
| Accrued liabilities | (67) | (10,739) |
| Related party payable, net | 25,588 | 19,041 |
| Other | 5,450 | 662 |
| Cash flows provided by operating activities | 116,657 | 114,185 |
| Cash flows from investing activities: | | |
| Proceeds from the sale of property and equipment | — | 516 |
| Cash flows provided by investing activities | — | 516 |
| Cash flows from financing activities: | | |
| Repayments of borrowings on Variable Funding Notes | (6,000) | — |
| Principal repayments on debt | (7,441) | (7,449) |
| Distributions to affiliates | (78,348) | (86,080) |
| Cash flows used in financing activities | (91,789) | (93,529) |
| Net increase in cash and restricted cash | 24,868 | 21,172 |
| Cash and restricted cash at beginning of period | 32,611 | 40,382 |
| Cash and restricted cash at end of period | $ 57,479 | $ 61,554 |
| | | |
| Non-cash investing and financing activities: | | |
| Contributions of net assets from affiliates | $ 20,446 | $ 23,552 |
| Decrease in obligations for purchases of property and equipment | $ 1,703 | $ 358 |
| Right-of-use assets obtained in exchange for operating lease obligations | $ 27,681 | $ 35,275 |

**JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES**

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

| | Member's Contributions, Net | Retained Earnings | Total Member's Deficit |
|---|---|---|---|
| **16-Weeks Ended January 19, 2025** | | | |
| Balance at September 29, 2024 | $ (2,549,913) | $ 1,071,912 | $ (1,478,001) |
| Member's contributions | 20,446 | — | 20,446 |
| Net earnings | — | 59,807 | 59,807 |
| Distributions to affiliates | (78,348) | — | (78,348) |
| Balance at January 19, 2025 | $ (2,607,815) | $ 1,131,719 | $ (1,476,096) |
| | | | |
| **16-Weeks Ended January 21, 2024** | | | |
| Balance at October 1, 2023 | $ (2,372,299) | $ 869,029 | $ (1,503,270) |
| Member's contributions | 23,552 | — | 23,552 |
| Net earnings | — | 65,063 | 65,063 |
| Distributions to affiliates | (86,080) | — | (86,080) |
| Balance at January 21, 2024 | $ (2,434,827) | $ 934,092 | $ (1,500,735) |

## INDEX TO CONSOLIDATED FINANCIAL STATEMENTS


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

## Report of Independent Registered Public Accounting Firm

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

*Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Jack in the Box Inc. and subsidiaries (the Company) as of September 29, 2024 and October 1, 2023, the related consolidated statements of operations, comprehensive (loss) income, cash flows, and stockholders' deficit for each of the fifty-two week periods ended September 29, 2024, October 1, 2023 and October 2, 2022, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 29, 2024 and October 1, 2023, and the results of its operations and its cash flows for each of the fifty-two week periods ended September 29, 2024, October 1, 2023 and October 2, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 29, 2024, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated November 20, 2024 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

*Basis for Opinion*

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

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

*Critical Audit Matter*

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

*Valuation of goodwill related to the Del Taco brand*

As discussed in Notes 1 and 5 to the consolidated financial statements, the goodwill balance as of September 29, 2024 was $25.4 million related to the Del Taco brand. Goodwill is evaluated for impairment annually during the third quarter of each year, or more frequently if indicators of impairment are present. Goodwill is evaluated for impairment by determining whether the fair value of the Company's reporting units exceed their carrying values. The Company's reporting units are their two restaurant brands, Jack in the Box and Del Taco.

We identified the evaluation of the goodwill impairment analysis for the Del Taco brand reporting unit as a critical audit matter. Evaluating the estimated fair value of the reporting unit involved a high degree of subjective auditor judgment. Specifically, the revenue growth rate assumptions used in estimating the fair value of the Del Taco brand reporting unit were challenging to evaluate as changes in these assumptions could have had a significant effect on the Company's assessment of the impairment of the goodwill of that reporting unit.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's goodwill impairment assessment

process, which included a control related to the review of the revenue growth rate assumptions used in the projected financial information. We evaluated the reasonableness of the revenue growth rate assumptions for the Del Taco brand reporting unit by comparing the revenue growth rate assumptions to industry reports. We also compared the Company's revenue growth rate assumptions to historical revenue growth rate trends to assess the Company's ability to accurately forecast. In addition, we performed sensitivity analyses over the Company's revenue growth rate assumptions to assess the impact any changes to those assumptions could have had on the Company's fair value estimate.

/s/ KPMG LLP

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

San Diego, California
November 20, 2024

**JACK IN THE BOX INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**

**(In thousands, except share and per share data)**

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **ASSETS** | | |
| Current assets: | | |
| Cash | $ 24,745 | $ 157,653 |
| Restricted cash | 29,422 | 28,254 |
| Accounts and other receivables, net | 83,567 | 99,678 |
| Inventories | 3,922 | 3,896 |
| Prepaid expenses | 13,126 | 16,911 |
| Current assets held for sale | 16,493 | 13,925 |
| Other current assets | 10,002 | 5,667 |
| Total current assets | 181,277 | 325,984 |
| Property and equipment, at cost: | | |
| Land | 93,950 | 92,007 |
| Buildings | 963,699 | 968,221 |
| Restaurant and other equipment | 171,436 | 166,714 |
| Construction in progress | 49,445 | 31,647 |
| | 1,278,530 | 1,258,589 |
| Less accumulated depreciation and amortization | (848,491) | (846,559) |
| Property and equipment, net | 430,039 | 412,030 |
| Other assets: | | |
| Operating lease right-of-use assets | 1,410,083 | 1,397,555 |
| Intangible assets, net | 10,515 | 11,330 |
| Trademarks | 283,500 | 283,500 |
| Goodwill | 161,209 | 329,986 |
| Other assets, net | 259,006 | 240,707 |
| Total other assets | 2,124,313 | 2,263,078 |
| | $ 2,735,629 | $ 3,001,092 |
| **LIABILITIES AND STOCKHOLDERS' DEFICIT** | | |
| Current liabilities: | | |
| Current maturities of long-term debt | $ 35,880 | $ 29,964 |
| Current operating lease liabilities | 162,017 | 142,518 |
| Accounts payable | 69,494 | 84,960 |
| Accrued liabilities | 166,868 | 302,178 |
| Total current liabilities | 434,259 | 559,620 |
| Long-term liabilities: | | |
| Long-term debt, net of current maturities | 1,699,433 | 1,724,933 |
| Long-term operating lease liabilities, net of current portion | 1,286,415 | 1,265,514 |
| Deferred tax liabilities | 13,612 | 26,229 |
| Other long-term liabilities | 153,708 | 143,123 |
| Total long-term liabilities | 3,153,168 | 3,159,799 |
| Stockholders' deficit: | | |
| Preferred stock $0.01 par value, 15,000,000 shares authorized, none issued | — | — |
| Common stock $0.01 par value, 175,000,000 shares authorized, 82,825,851 and 82,645,814 issued, respectively | 828 | 826 |
| Capital in excess of par value | 533,818 | 520,076 |
| Retained earnings | 1,866,660 | 1,937,598 |
| Accumulated other comprehensive loss | (57,475) | (51,790) |
| Treasury stock, at cost, 63,996,399 and 62,910,964 shares, respectively | (3,195,629) | (3,125,037) |
| Total stockholders' deficit | (851,798) | (718,327) |
| | $ 2,735,629 | $ 3,001,092 |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

**(In thousands, except per share data)**

| | Fiscal Year | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Revenues: | | | |
| Company restaurant sales | $ 709,035 | $ 846,278 | $ 701,070 |
| Franchise rental revenues | 375,428 | 364,591 | 340,391 |
| Franchise royalties and other | 238,170 | 240,515 | 216,821 |
| Franchise contributions for advertising and other services | 248,673 | 240,922 | 209,801 |
| | 1,571,306 | 1,692,306 | 1,468,083 |
| Operating costs and expenses, net: | | | |
| Food and packaging | 199,271 | 250,836 | 216,345 |
| Payroll and employee benefits | 238,047 | 274,598 | 232,250 |
| Occupancy and other | 139,305 | 163,273 | 135,803 |
| Franchise occupancy expenses | 245,379 | 229,602 | 215,609 |
| Franchise support and other costs | 17,281 | 12,328 | 16,490 |
| Franchise advertising and other services expenses | 259,131 | 253,533 | 218,272 |
| Selling, general, and administrative expenses | 143,233 | 172,872 | 130,823 |
| Depreciation and amortization | 59,776 | 62,287 | 56,100 |
| Pre-opening costs | 3,182 | 1,385 | 1,110 |
| Goodwill impairment | 162,624 | — | — |
| Other operating expense, net | 24,796 | 10,837 | 889 |
| Gains on the sale of company-operated restaurants | (3,255) | (17,998) | (3,878) |
| | 1,488,770 | 1,413,553 | 1,219,813 |
| Earnings from operations | 82,536 | 278,753 | 248,270 |
| Other pension and post-retirement expenses, net | 6,843 | 6,967 | 303 |
| Interest expense, net | 80,016 | 82,446 | 86,075 |
| Earnings from continuing operations and before income taxes | (4,323) | 189,340 | 161,892 |
| Income taxes | 32,372 | 58,514 | 46,111 |
| Net (loss) earnings | $ (36,695) | $ 130,826 | $ 115,781 |
| | | | |
| Net (loss) earnings per share — basic | $ (1.87) | $ 6.35 | $ 5.46 |
| Net (loss) earnings per share — diluted | $ (1.87) | $ 6.30 | $ 5.45 |
| | | | |
| Cash dividends declared per common share | $ 1.76 | $ 1.76 | $ 1.76 |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX INC. AND SUBSIDIARIES**

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

| | Fiscal Year | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Net (loss) earnings | $ (36,695) | $ 130,826 | $ 115,781 |
| Other comprehensive income: | | | |
| Actuarial (losses) gains arising during the period | (9,856) | 823 | 24,249 |
| Amortization of actuarial losses and prior service cost reclassified to earnings | 2,135 | 2,154 | 3,238 |
| | (7,721) | 2,977 | 27,487 |
| Tax effect | 2,036 | (785) | (7,215) |
| Other comprehensive (loss) income, net of taxes | (5,685) | 2,192 | 20,272 |
| Comprehensive (loss) income | $ (42,380) | $ 133,018 | $ 136,053 |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

**(In thousands)**

| | Fiscal Year | | |
|---|---|---|---|
| | 2024 | 2023 | 2022 |
| Cash flows from operating activities: | | | |
| Net (loss) earnings | $ (36,695) | $ 130,826 | $ 115,781 |
| Adjustments to reconcile net (loss) earnings to net cash provided by operating activities: | | | |
| Depreciation and amortization | 59,776 | 62,287 | 56,100 |
| Amortization of franchise tenant improvement allowances and incentives | 4,998 | 4,647 | 4,446 |
| Deferred finance cost amortization | 4,830 | 5,040 | 5,496 |
| Loss on extinguishment of debt | — | — | 7,700 |
| Excess tax deficiency from share-based compensation arrangements | 51 | 71 | 123 |
| Deferred income taxes | (10,812) | (11,989) | 7,857 |
| Share-based compensation expense | 13,471 | 11,205 | 7,122 |
| Pension and postretirement expense | 6,843 | 6,967 | 303 |
| (Gains) losses on cash surrender value of company-owned life insurance | (16,480) | (7,346) | 12,668 |
| Gains on the sale of company-operated restaurants | (3,255) | (17,998) | (3,878) |
| Gains on acquisition of restaurants | (2,702) | — | — |
| Losses (gains) on the disposition of property and equipment, net | 185 | (8,171) | (30,533) |
| Impairment charges and other | 171,415 | 6,217 | 8,219 |
| Changes in assets and liabilities, excluding acquisitions and dispositions: | | | |
| Accounts and other receivables | 19,905 | (4,048) | (18,143) |
| Inventories | (25) | 1,367 | 304 |
| Prepaid expenses and other current assets | (297) | (1,422) | (3,275) |
| Operating lease right-of-use assets and lease liabilities | 22,705 | 2,364 | 2,593 |
| Accounts payable | (15,404) | (1,692) | 16,243 |
| Accrued liabilities | (135,159) | 47,459 | (9,081) |
| Pension and postretirement contributions | (5,937) | (6,241) | (6,690) |
| Franchise tenant improvement allowance and incentive disbursements | (2,486) | (3,265) | (2,989) |
| Other | (6,111) | (1,272) | (7,484) |
| Cash flows provided by operating activities | 68,816 | 215,006 | 162,882 |
| Cash flows from investing activities: | | | |
| Purchases of property and equipment | (115,474) | (74,954) | (46,475) |
| Proceeds from the sale and leaseback of assets | 1,728 | 3,673 | 10,768 |
| Acquisition of Del Taco, net of cash acquired | — | — | (580,793) |
| Proceeds from the sale of company-operated restaurants | 19,400 | 85,221 | 6,391 |
| Proceeds from the sale of property and equipment | 24,975 | 25,214 | 31,161 |
| Other | — | 3,065 | 360 |
| Cash flows (used in) provided by investing activities | (69,371) | 42,219 | (578,588) |
| Cash flows from financing activities: | | | |
| Borrowings on revolving credit facilities | 6,000 | — | 68,000 |
| Repayments of borrowings on revolving credit facilities | — | (50,000) | (18,000) |
| Proceeds from issuance of debt | — | — | 1,100,000 |
| Principal repayments on debt | (29,892) | (30,109) | (588,064) |
| Debt issuance costs | — | — | (20,599) |
| Dividends paid on common stock | (33,972) | (35,890) | (36,987) |
| Proceeds from issuance of common stock | 2 | 263 | 51 |
| Repurchases of common stock | (70,000) | (90,029) | (25,000) |
| Payroll tax payments for equity award issuances | (3,323) | (1,593) | (1,223) |
| Cash flows (used in) provided by financing activities | (131,185) | (207,358) | 478,178 |
| Net (decrease) increase in cash and restricted cash | (131,740) | 49,867 | 62,472 |
| Cash and restricted cash at beginning of year | 185,907 | 136,040 | 73,568 |
| Cash and restricted cash at end of year | $ 54,167 | $ 185,907 | $ 136,040 |

See accompanying notes to consolidated financial statements.

**JACK IN THE BOX INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT**

**(Dollars in thousands)**

| | Number of Shares | Amount | Capital in Excess of Par Value | Retained Earnings | Accumulated Other Comprehensive Loss | Treasury Stock | Total |
|---|---|---|---|---|---|---|---|
| Balance at October 3, 2021 | 82,536,059 | $ 825 | $ 500,441 | $1,764,412 | $ (74,254) | $(3,009,306) | $ (817,882) |
| Shares issued under stock plans, including tax benefit | 44,540 | 1 | 50 | — | — | — | 51 |
| Share-based compensation | — | — | 7,122 | — | — | — | 7,122 |
| Dividends declared | — | — | 261 | (37,246) | — | — | (36,985) |
| Purchases of treasury stock | — | — | — | — | — | (25,000) | (25,000) |
| Fair value of assumed Del Taco RSAs attributable to pre-combination service | — | — | 449 | — | — | — | 449 |
| Net earnings | — | — | — | 115,781 | — | — | 115,781 |
| Other comprehensive income | — | — | — | — | 20,272 | — | 20,272 |
| Balance at October 2, 2022 | 82,580,599 | 826 | 508,323 | 1,842,947 | (53,982) | (3,034,306) | (736,192) |
| Shares issued under stock plans, including tax benefit | 65,215 | — | 263 | — | — | — | 263 |
| Share-based compensation | — | — | 11,205 | — | — | — | 11,205 |
| Dividends declared | — | — | 285 | (36,175) | — | — | (35,890) |
| Purchases of treasury stock | — | — | — | — | — | (90,731) | (90,731) |
| Net earnings | — | — | — | 130,826 | — | — | 130,826 |
| Other comprehensive income | — | — | — | — | 2,192 | — | 2,192 |
| Balance at October 1, 2023 | 82,645,814 | 826 | 520,076 | 1,937,598 | (51,790) | (3,125,037) | (718,327) |
| Shares issued under stock plans, including tax benefit | 180,037 | 2 | — | — | — | — | 2 |
| Share-based compensation | — | — | 13,471 | — | — | — | 13,471 |
| Dividends declared | — | — | 271 | (34,243) | — | — | (33,972) |
| Purchases of treasury stock | — | — | — | — | — | (70,592) | (70,592) |
| Net loss | — | — | — | (36,695) | — | — | (36,695) |
| Other comprehensive loss | — | — | — | — | (5,685) | — | (5,685) |
| Balance at September 29, 2024 | 82,825,851 | $ 828 | $ 533,818 | $1,866,660 | $ (57,475) | $(3,195,629) | $ (851,798) |

See accompanying notes to consolidated financial statements.

## 1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

On March 8, 2022, the Company acquired Del Taco Restaurants, Inc. ("Del Taco") for cash according to the terms and conditions of the Agreement and Plan of Merger, dated as of December 5, 2021. Del Taco is a nationwide operator and franchisor of restaurants featuring fresh and fast Mexican and American inspired cuisines. Refer to Note 3, *Business Combination*, for further details.

As of September 29, 2024, there were 150 company-operated and 2,041 franchise-operated Jack in the Box restaurants and 133 company-operated and 461 franchise-operated Del Taco restaurants.

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

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

***Fiscal year*** — The Company's fiscal year is the 52 or 53 weeks ending the Sunday closest to September 30. In fiscal 2023, Del Taco operated on a fiscal year ending the Tuesday closest to September 30. Beginning fiscal 2024, Del Taco's fiscal year shifted to align with Jack in the Box. As a result, Del Taco's fiscal 2024 results include two fewer days. Comparisons throughout these notes to the consolidated financial statements refer to the 52-week periods ended September 29, 2024, October 1, 2023, and October 2, 2022 for fiscal years 2024, 2023, and 2022.

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

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

***Restricted cash*** — In accordance with the terms of our securitized financing facility, certain cash balances are required to be held in trust. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of quarterly interest and commitment fees required for the Class A-2 Notes and Variable Funding Notes. As of September 29, 2024 and October 1, 2023, restricted cash balances were $29.4 million and $28.3 million, respectively.

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

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

| | 2024 | 2023 |
|---|---|---|
| Balance as of beginning of period | $ (4,146) | $ (5,975) |
| Reversal (provision) for expected credit losses, net | (372) | 1,788 |
| Write-offs charged against the allowance | 6 | 41 |
| Balance as of end of period | $ (4,512) | $ (4,146) |

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

***Internal-use Software Costs*** — The Company capitalizes costs incurred to implement software solely for its internal use, including (i) hosted applications used to deliver the Company's support services, and (ii) certain implementation costs incurred in a hosting arrangement that is a service contract when the preliminary project stage is complete, management with the relevant authority authorizes and commits to the funding of the software project, and it is probable the project will be completed and used to perform the intended function. Software implementation costs are capitalized to either other current assets or other long-term assets on the Company's consolidated balance sheet and amortized over the estimated useful life of the developed software. Hosted software implementation costs capitalized were $11.1 million and $7.9 million as of the end of fiscal year 2024 and 2023, respectively. Related amortization expense for software implementation costs was $4.5 million, $5.0 million and $5.1 million during fiscal years 2024, 2023 and 2022, respectively.

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

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

Buildings, equipment, and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $59.2 million, $61.7 million, and $55.8 million in fiscal year 2024, 2023, and 2022, respectively.

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

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

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

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

During the third quarter of 2024, we had performed quantitative tests over the Del Taco reporting unit noting that the fair value of the reporting unit was less than the carrying value, which resulted in an impairment of goodwill of $162.6 million. Refer also to Note 5, *Goodwill and Intangible Assets,* in the notes to the consolidated financial statements for results of these tests and for additional information.

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

***Company-owned life insurance*** — We have purchased company-owned life insurance (“COLI”) policies to support our non-qualified benefit plans. The cash surrender values of these policies were $129.7 million and $113.2 million as of September 29, 2024 and October 1, 2023, respectively, and are included in “Other assets, net”, in the accompanying consolidated balance sheets. Changes in cash surrender values are included in “Selling, general and administrative expenses” in the accompanying consolidated statements of earnings. These policies reside in an umbrella trust for use only to pay plan benefits to participants or to pay creditors if the Company becomes insolvent.

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

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

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

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

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

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

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

***Gift cards*** — We sell gift cards to our customers in our restaurants and through selected third parties. The gift cards sold to our customers have no stated expiration dates and are subject to actual or potential escheatment rights in several of the jurisdictions in which we operate. We recognize income from gift cards when redeemed by the customer. Deferred gift card income totaled $2.7 million and $2.9 million as of September 29, 2024 and October 1, 2023, respectively, and are included in "Accrued liabilities" in the accompanying consolidated balance sheets.

While we will continue to honor all gift cards presented for payment, we may determine the likelihood of redemption to be remote for certain card balances due to, among other things, long periods of inactivity. In these circumstances, to the extent we determine there is no requirement for remitting balances to government agencies under unclaimed property laws, card balances may be recognized as income in our consolidated statements of operations. Amounts recognized on unredeemed gift card balances were $0.8 million, $1.6 million, and $0.7 million in fiscal 2024, 2023, and 2022, respectively.

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

***Self-insurance*** — We are self-insured for a portion of our workers' compensation, general liability, employee medical and dental, and automotive claims. We utilize a paid-loss plan for our workers' compensation, general liability, and automotive programs, which have predetermined loss limits per occurrence and in the aggregate. We establish our undiscounted insurance liability and reserves using independent actuarial estimates of expected losses based on a statistical analysis of historical claims data. As of September 29, 2024 and October 1, 2023, our estimated self-insurance liability was $27.9 million and $31.3 million, respectively, and is included in "Accrued liabilities" in the accompanying consolidated balance sheet.

***Advertising costs*** — We administer marketing funds at each of our restaurant brands that include contractual contributions. In 2024, 2023 and 2022, marketing fund contributions from Jack in the Box franchise and company-operated restaurants were approximately 5.0% of sales. In 2024, 2023, and 2022, marketing fund contributions from Del Taco franchise and company-operated restaurants were approximately 4.0% of sales.

Production costs of commercials, programming, and other marketing activities are charged to the marketing funds when the advertising is first used for its intended purpose, and the costs of advertising are charged to operations as incurred. When contributions to the marketing fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues on an annual basis since we are contractually obligated to spend these funds. When advertising costs are greater than the contributions to the marketing fund resulting in a deficit, the excess costs are covered by marketing fund contributions in the following year. As of September 29, 2024, and October 1, 2023, the Jack in the Box marketing fund ended the year with a surplus and the additional amounts accrued were $0.8 million and $9.5 million, respectively. As of September 29, 2024, and October 1, 2023, the Del Taco marketing fund ended the year with a $0.8 million deficit and a $0.8 million surplus, respectively. Total contributions made by the Company and marketing fund deficits, if any, are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In fiscal 2024, 2023, and 2022 consolidated advertising costs were $35.0 million, $38.9 million, and $32.6 million, respectively.

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

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

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

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

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

***Effect of accounting pronouncements adopted in 2024 and those to be adopted in future periods*** — We reviewed the accounting pronouncements adopted in 2024, as well as all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our consolidated financial statements.

## 2. REVENUE

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

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

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

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

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

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

The following table disaggregates revenue by segment and primary source for the fiscal year ended October 2, 2022 *(in thousands)*:

| | Jack in the Box | Del Taco | Total |
|---|---|---|---|
| Company restaurant sales | $ 414,225 | $ 286,845 | $ 701,070 |
| Franchise rental revenues | 335,936 | 4,455 | 340,391 |
| Franchise royalties | 188,902 | 13,414 | 202,316 |
| Marketing fees | 183,076 | 10,907 | 193,983 |
| Technology and sourcing fees | 14,740 | 1,078 | 15,818 |
| Franchise fees and other services | 14,309 | 196 | 14,505 |
| Total revenue | $ 1,151,188 | $ 316,895 | $ 1,468,083 |

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

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

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

| | 2024 | 2023 |
|---|---|---|
| Deferred franchise and development fees at beginning of period | $ 50,474 | $ 46,449 |
| Revenue recognized during the period | (5,854) | (5,469) |
| Additions during the period | 7,370 | 9,494 |
| Deferred franchise and development fees at end of period | $ 51,990 | $ 50,474 |

As of September 29, 2024, approximately $9.2 million of development fees related to unopened stores are included in deferred revenue. Timing of revenue recognition is dependent upon the timing of store openings and are recognized over the franchise term at the date of opening.

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

| | |
|---|---|
| 2025 | $ 5,286 |
| 2026 | 4,953 |
| 2027 | 4,623 |
| 2028 | 4,008 |
| 2029 | 3,383 |
| Thereafter | 20,580 |
| | $ 42,833 |

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

## 3. BUSINESS COMBINATION

On March 8, 2022 (the "Closing Date"), the Company acquired 100% of the outstanding equity interest of Del Taco for cash according to the terms and conditions of the Agreement and Plan of Merger, dated as of December 5, 2021 (the "Merger Agreement"). The acquisition of Del Taco has been accounted for using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*, with the Company treated as the accounting acquirer, which requires, among other things, that the assets acquired, and liabilities assumed be recognized at their acquisition date fair value. Jack in the Box acquired Del Taco as a part of the Company's goal to gain greater scale and accelerate growth.

In connection with the transaction, the Company repaid Del Taco's existing debt of $115.2 million related to a syndicated credit facility and Del Taco entered into a new syndicated credit facility.

The total purchase consideration for Del Taco was $593.3 million. Each share of Del Taco common stock issued and outstanding was converted into the right to receive $12.51 in cash without interest, less any applicable withholding taxes ("Merger Consideration"). Additionally, in connection with the transaction, each Del Taco equity award granted under Del Taco's equity compensation plans was either (i) converted into the right to receive Merger Consideration or (ii) converted into equity awards with respect to Jack in the Box common stock. Other components of purchase consideration include cash paid to settle Del Taco's existing debt and $7.1 million of seller transaction costs funded by Jack in the Box.

As part of the Merger Agreement, on the Closing Date, the Company assumed Del Taco's historical equity compensation plans. The awards under Del Taco's historical equity compensation plans that were not subject to accelerated vesting were exchanged for replacement awards of the Company, which included Del Taco's non-accelerating restricted stock awards ("non-accelerating RSAs"). Immediately following the Merger, these replacement awards were modified to accelerate the remaining vesting period to be one year following the Closing Date, other than the awards already scheduled to vest on June 30, 2022. The portion of the fair value of the replacement awards associated with pre-acquisition service of Del Taco's employees represented a component of the total purchase consideration. The remaining fair value of these replacement awards are subject to the recipients' continued service and thus were excluded from the purchase price. The awards which are subject to continued service will be recognized ratably as stock-based compensation expense over the requisite service period.

The acquisition of Del Taco was funded by cash on hand and borrowings under our 2022 Class A-2 Notes and 2022 Variable Funding Notes. The Company recognized transaction costs of $12.3 million in fiscal 2022. These costs were associated with advisory, legal, and consulting services and are presented in "Other operating expense, net" in the consolidated statement of operations.

***Purchase consideration*** — The following summarizes the purchase consideration paid to Del Taco shareholders *(in thousands, except per share data)*:

| | Amount |
|---|---|
| Del Taco shares outstanding as of March 8, 2022 | 36,442 |
| Del Taco RSAs subject to accelerated vesting | 805 |
| Del Taco RSUs subject to accelerated vesting | 70 |
| Del Taco options subject to accelerated vesting | 292 |
| Total Del Taco shares outstanding | 37,610 |
| Merger Consideration (per Del Taco share) | $ 12.51 |
| Total cash consideration paid to selling shareholders | $ 470,500 |
| Del Taco transaction costs paid by Jack in the Box (1) | 7,141 |
| Del Taco closing indebtedness settled by Jack in the Box (2) | 115,219 |
| Replacement share-based payment awards pre-combination vesting expense | 449 |
| Total aggregate purchase consideration | $ 593,309 |

(1) Represents the portion of Del Taco merger-related transaction costs that were paid at the Closing Date by the Company.
(2) Represents the closing indebtedness of Del Taco's existing debt that was paid at the Closing Date by the Company.

***Purchase price allocation*** — The final allocation of the purchase consideration was as follows *(in thousands)*:

| | |
|---|---|
| Total aggregate purchase consideration, net of $12,068 cash acquired | $ 581,241 |
| **Assets:** | |
| Accounts and other receivables | 4,583 |
| Inventories | 3,233 |
| Prepaid expenses | 2,950 |
| Other current assets | 105 |
| Property and equipment | 145,032 |
| Operating lease right-of-use assets | 350,289 |
| Intangible assets | 12,371 |
| Trademarks | 283,500 |
| Other assets | 5,128 |
| **Liabilities:** | |
| Current maturities of long-term debt | 22 |
| Current operating lease liabilities | 21,991 |
| Accounts payable | 18,808 |
| Accrued liabilities | 112,579 |
| Long-term debt, net of current maturities | 349 |
| Long-term operating lease liabilities, net of current portion | 303,488 |
| Deferred tax liabilities | 75,355 |
| Other long-term liabilities | 13,080 |
| **Net assets acquired, excluding goodwill** | $ 261,519 |
| **Goodwill** | $ 319,722 |

The excess of the total consideration over the tangible assets, identifiable intangible assets, and assumed liabilities is recorded as goodwill. The goodwill of $319.7 million arising from the acquisition was primarily attributable to the market position and future growth potential of Del Taco for both company-operated and franchised restaurants related to future store openings, expansion into new markets, and expected synergies. None of the goodwill resulting from the acquisition is deductible for tax purposes. The goodwill arising from the Del Taco acquisition was allocated to the Company's reporting units as follows *(in thousands)*:

| | |
|---|---|
| Del Taco brand | $ 230,722 |
| Jack in the Box brand | 89,000 |
| Total acquisition date goodwill | $ 319,722 |

Refer to Note 5, *Goodwill and Intangible Assets*, for further details and for the changes in the carrying amount of goodwill.

***Identifiable intangible assets*** — The identifiable intangible assets acquired consist of trademarks, franchise and development agreements, and favorable subleases. The Company amortizes the fair value of the franchise and development agreements and favorable and unfavorable sublease assets and liabilities on a straight-line basis over their respective useful lives.

The trademarks were valued using the relief from royalty method of the income approach, which was applied by discounting the after-tax royalties avoided by owning the trademark to present value. The key inputs and assumptions included the Company's estimates of the projected system wide sales, royalty rate and discount rate applicable to the trademark.

The franchise and development agreements were valued using the income approach, which was applied by discounting the projected after-tax cash flows associated with the agreements to present value. The key inputs and assumptions included the Company's estimates of the projected royalties received under the existing franchise and development agreements (including the impact of franchise churn) and the applicable discount rate.

The favorable and unfavorable sublease assets and liabilities were valued using the income approach, which was applied by discounting the differential between the market rent and contract rent to present value. The key inputs and assumptions included the Company's estimates of the market rent, contract rent and discount rate applicable to the favorable and unfavorable subleases.

The values allocated to intangible assets and the useful lives are as follows *(in thousands)*:

| | Amount | Weighted Average Useful Life (Years) |
|---|---|---|
| Trademarks | $ 283,500 | Indefinite |
| Franchise contracts | 9,700 | 18 |
| Sublease assets | 2,671 | 13 |
| Estimated fair value of acquired intangible assets | $ 295,871 | |

The estimated values of sublease liabilities totaled approximately $6.0 million. These liabilities have an estimated weighted-average useful life of approximately 15 years and are included in "Other long-term liabilities" in the accompanying consolidated balance sheets.

***Unaudited pro forma results*** — The following unaudited pro forma combined financial information presents the Company's results as though Del Taco and the Company had been combined as the beginning of fiscal year 2021 *(in thousands)*:

| | 2022 | 2021 |
|---|---|---|
| Total revenue | $ 1,686,160 | $ 1,665,660 |
| Net earnings | $ 118,000 | $ 133,485 |

The unaudited pro forma financial information for all periods presented includes the business combination accounting effects resulting from this acquisition, mainly including adjustments to reflect additional amortization expense from acquired intangibles, incremental depreciation expense from the fair value property and equipment, elimination of historical interest expense associated with both Del Taco's and the Company's historical indebtedness, additional interest expense associated with the new Del Taco revolving credit facility and the Company's new borrowings as part of the refinancing to fund the acquisition, adjusted rent expense reflecting the acquired right-of-use assets and liabilities to their estimated acquisition-date values based upon valuation of related lease intangibles and remaining payments, as well as the fair value adjustments made to leasehold improvements, certain material non-recurring adjustments and the tax-related effects as though Del Taco was combined as of the beginning of fiscal 2021. The unaudited pro forma financial information as presented above is for informational purposes only and is not necessarily indicative of the results of operations that would have been achieved if the acquisition had taken place at the beginning of fiscal 2021, nor is it necessarily an indication of trends in future results for a number of reasons, including, but not limited to, differences between the assumptions used to prepare the pro forma information, cost savings from operating efficiencies, potential synergies, and the impact of incremental costs incurred in integrating the two brands.

For the periods subsequent to the acquisition that are included in 2022, Del Taco had total revenues of $316.9 million and net earnings of $6.5 million.

## 4. SUMMARY OF REFRANCHISINGS AND FRANCHISE ACQUISITIONS

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Restaurants sold to Jack in the Box franchisees | — | 5 | 15 |
| Restaurants sold to Del Taco franchisees | 47 | 111 | — |
| | | | |
| Proceeds from the sale of company-operated restaurants (1) | $ 19,400 | $ 85,221 | $ 6,391 |
| Broker commissions | — | (1,614) | — |
| Net assets sold (primarily property and equipment) | (5,310) | (17,101) | (1,565) |
| Goodwill related to the sale of company-operated restaurants | (6,835) | (35,544) | (948) |
| Franchise fees | (1,266) | (3,086) | — |
| Sublease liabilities, net | (140) | (8,559) | — |
| Lease termination | (225) | (393) | — |
| Other (2) | (2,369) | (926) | — |
| Gains on the sale of company-operated restaurants | $ 3,255 | $ 17,998 | $ 3,878 |

(1) Amounts in 2024, 2023, and 2022 include additional proceeds of $1.5 million, $0.9 million, and $1.4 million, respectively, related to the extension of the underlying franchise and lease agreements from the sale of restaurants in prior years.

(2) Amount in 2024 is primarily comprised of a $2.2 million loss on sale of assets related to a Del Taco refranchising transaction that closed in the second quarter of 2024. Amount in 2023 is primarily related to charges for a restaurant that was closed due to refranchising the related market.

***Franchise acquisitions*** — In 2024, Del Taco purchased 10 franchise-operated restaurants for $86 thousand as part of three separate transactions, and recognized related gains of $2.7 million. In 2022, Jack in the Box acquired 13 franchise restaurants for total consideration of $0.3 million, comprised of franchise receivables owed to the Company as of the acquisition date. There were no such acquisitions in 2023. We account for the acquisition of franchised restaurants using the acquisition method of accounting for business combinations. The purchase price allocations were based on fair value estimates determined using significant unobservable inputs (Level 3).

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Restaurants acquired from Jack in the Box franchisees | — | — | 13 |
| Restaurants acquired from Del Taco franchisees | 10 | — | — |
| | | | |
| Purchase price (1) | (86) | — | (297) |
| Closing and acquisition costs | (31) | — | — |
| Property and equipment | 3,945 | — | 540 |
| Intangible assets | 167 | — | 66 |
| Operating lease right-of-use assets | 3,479 | — | — |
| Operating lease liability | (4,772) | — | — |
| Gain on the acquisition of franchise-operated restaurants | $ 2,702 | $ — | $ 309 |

(1) The amounts related to outstanding receivables from franchisee forgiven upon acquisition

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

| | 2024 | 2023 |
|---|---|---|
| Jack in the Box restaurant properties (1) | $ 14,567 | $ 11,097 |
| Other property and equipment (2) | 199 | 766 |
| Del Taco restaurants to be refranchised: | | |
| Property and equipment | 1,318 | 771 |
| Goodwill | 409 | 1,291 |
| Assets held for sale | $ 16,493 | $ 13,925 |

(1) Consists of properties that are currently leased to franchisees which we intend to sell the underlying real estate directly to the franchisee and/or sell and leaseback with a third party within the next twelve months.

(2) Consists primarily of owned properties of closed restaurants which we are actively marketing for sale.

## 5. GOODWILL AND INTANGIBLE ASSETS

The changes in the carrying amount of goodwill during fiscal 2024 and 2023 were as follows (*in thousands*):

| | Jack in the Box | Del Taco | Total |
|---|---|---|---|
| Goodwill | $ 136,099 | $ 230,722 | $ 366,821 |
| Accumulated impairment losses | — | — | — |
| Balance at October 2, 2022 | 136,099 | 230,722 | 366,821 |
| Sale of Del Taco company-operated restaurants to franchisees | — | (35,472) | (35,472) |
| Sale of Jack in the Box company-operated restaurants to franchisees | (72) | — | (72) |
| Reclassified to assets held for sale | — | (1,291) | (1,291) |
| Goodwill | 136,027 | 193,959 | 329,986 |
| Accumulated impairment losses | — | — | — |
| Balance at October 1, 2023 | 136,027 | 193,959 | 329,986 |
| Impairment of goodwill | — | (162,624) | (162,624) |
| Sale of Del Taco company-operated restaurants to franchisees | — | (5,544) | (5,544) |
| Reclassified to assets held for sale | (200) | (409) | (609) |
| Goodwill | 135,827 | 188,006 | 323,833 |
| Accumulated impairment losses | — | (162,624) | (162,624) |
| Balance at September 29, 2024 | $ 135,827 | $ 25,382 | $ 161,209 |

As of the June 9, 2024 testing date, the balance of the Del Taco reporting unit goodwill was $194.0 million. During the third quarter of 2024, the Company identified triggering events that indicated the goodwill allocated to the Del Taco reporting unit might be impaired. The triggering events related to i) a recent negative trend in Del Taco same store sales, ii) lower margins due in part to lower sales and wage increases required in California effective April 1, 2024 under AB 1228 and iii) unfavorable changes in the economic environment specifically impacting our industry, including inflation and interest rates. As a result, the Company performed a quantitative test over the Del Taco reporting unit, noting that the fair value of the reporting unit was less than the carrying value, which resulted in an impairment of goodwill of $162.6 million. The Company determined that there was no such triggering event for the Jack in the Box reporting unit during 2024.

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

In connection with the goodwill impairment test, the Company also performed a quantitative analysis over its long-lived assets, noting impairment of $0.1 million, which was recorded in the third quarter of 2024.

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

| | September 29, 2024 | | | October 1, 2023 | | |
|---|---|---|---|---|---|---|
| | Gross Amount | Accumulated Amortization | Net Amount | Gross Amount | Accumulated Amortization | Net Amount |
| Definite-lived intangible assets: | | | | | | |
| Sublease assets | $ 2,671 | $ (620) | $ 2,051 | $ 2,671 | $ (381) | $ 2,290 |
| Franchise contracts | 9,700 | (1,389) | 8,311 | 9,700 | (850) | 8,850 |
| Reacquired franchise rights | 464 | (311) | 153 | 297 | (107) | 190 |
| | $ 12,835 | $ (2,320) | $ 10,515 | $ 12,668 | $ (1,338) | $ 11,330 |
| Indefinite-lived intangible assets: | | | | | | |
| Del Taco trademark | $ 283,500 | $ — | $ 283,500 | $ 283,500 | $ — | $ 283,500 |
| | $ 283,500 | $ — | $ 283,500 | $ 283,500 | $ — | $ 283,500 |

The following table summarizes, as of September 29, 2024, the estimated amortization expense for each of the next five fiscal years (*in thousands*):

| | |
|---|---|
| 2025 | $ 796 |
| 2026 | 794 |
| 2027 | 807 |
| 2028 | 752 |
| 2029 and thereafter | 7,366 |
| Total | $ 10,515 |

## 6. FAIR VALUE MEASUREMENTS

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

| | Total | Quoted Prices in Active Markets for Identical Assets (2) (Level 1) | Significant Other Observable Inputs (2) (Level 2) | Significant Unobservable Inputs (2) (Level 3) |
|---|---|---|---|---|
| **Fair value measurements as of September 29, 2024:** | | | | |
| Non-qualified deferred compensation plan (1) | $ 18,481 | $ 18,481 | $ — | $ — |
| Total liabilities at fair value | $ 18,481 | $ 18,481 | $ — | $ — |
| **Fair value measurements as of October 1, 2023:** | | | | |
| Non-qualified deferred compensation plan (1) | $ 15,501 | $ 15,501 | $ — | $ — |
| Total liabilities at fair value | $ 15,501 | $ 15,501 | $ — | $ — |

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

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

The following table presents the carrying value and estimated fair value of our Class A-2 Notes as of September 29, 2024 and October 1, 2023 (*in thousands*):

| | September 29, 2024 | | October 1, 2023 | |
|---|---|---|---|---|
| | Carrying Amount | Fair Value | Carrying Amount | Fair Value |
| Series 2019 Class A-2 Notes | $ 699,625 | $ 684,875 | $ 706,875 | $ 640,046 |
| Series 2022 Class A-2 Notes | $ 1,045,000 | $ 975,507 | $ 1,067,000 | $ 903,056 |

The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. As of September 29, 2024, we had $6.0 million of outstanding borrowings under our Variable Funding Notes. The fair value of these loans approximates their carrying value due to the variable rate nature of these borrowings.

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

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

## 7. INDEBTEDNESS

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

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| Series 2019-1 4.476% Fixed Rate Class A-2-II Notes | $ 265,375 | $ 268,125 |
| Series 2019-1 4.970% Fixed Rate Class A-2-III Notes | 434,250 | 438,750 |
| Series 2022-1 3.445% Fixed Rate Class A-2-I Notes | 522,500 | 533,500 |
| Series 2022-1 4.136% Fixed Rate Class A-2-II Notes | 522,500 | 533,500 |
| Series 2022-1 Variable Funding Notes, variable interest rate of 6.788% at September 29, 2024 | 6,000 | — |
| Finance lease obligations and other debt | 913 | 1,626 |
| Total debt | 1,751,538 | 1,775,501 |
| Less current maturities of long-term debt | (35,880) | (29,964) |
| Less unamortized debt issuance costs | (16,225) | (20,604) |
| Long-term debt | $ 1,699,433 | $ 1,724,933 |

***Securitization refinancing transaction*** — On February 11, 2022, the Company completed the sale of $550.0 million of its Series 2022-1 3.445% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes") and $550.0 million of its Series 2022-1 4.136% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II" and, together with the Class A-2-I Notes, the "2022 Notes"). Interest payments on the 2022 Notes are payable on a quarterly basis. The anticipated repayment dates of the 2022 Class A-2-I Notes and the Class A-2-II Notes are February 2027 and February 2032, respectively (the "Anticipated Repayment Dates"), unless earlier prepaid to the extent permitted. The anticipated repayment dates of the existing 2019-1 Class A-2-II Notes and the Class A-2-III Notes are August 2026 and August 2029, respectively.

The Company also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Secured Notes (the "Variable Funding Notes"), which permits borrowings up to a maximum of $150.0 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. As of September 29, 2024, we had $6.0 million in outstanding borrowings and had available borrowing capacity of $94.5 million, net of letters of credits issued of $49.5 million.

The net proceeds of the sale of the 2022 Notes were used to repay in full of $570.7 million in aggregate outstanding principal amount of the Company's Series 2019-1 Class A-2-I Notes, together with the applicable make-whole premium and unpaid interest, and was used to fund a portion of the Company's acquisition of Del Taco. As a result, the Company recorded a loss on early extinguishment of debt of $5.6 million during the second quarter of 2022, which was comprised of the write-off of certain deferred financing costs and a specified make-whole premium payment, and is presented in "Interest expense, net" in the consolidated statement of operations. Additionally, in connection with the 2022 Notes, the Company capitalized $17.4 million of debt issuance costs, which are being amortized into interest expense over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of February 2027 using the straight-line method. As of September 29, 2024, the effective interest rates, including the amortization of debt issuance costs, were 4.851%, 5.258%, 3.796%, and 4.347% for the Series 2019-1 Class A-2-II Notes, Series 2019-1 Class A-2-III Notes, Series 2022-1 Class A-2-I Notes, and Series 2022-1 Class A-2-II Notes, respectively.

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

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

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

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

***Revolving credit facility —*** In connection with the Del Taco acquisition, Del Taco's existing debt of $115.2 million related to a Syndicated Credit Facility dated August 5, 2015, was repaid and extinguished on the Closing Date. On the Closing Date, Del Taco entered into a new syndicated credit facility with an aggregate principal amount of up to $75.0 million, which now matures on February 28, 2025. The Company capitalized $0.3 million of debt issuance costs, which are being amortized into interest expense over the expected term of the credit facility. The revolving credit facility, as amended, included a limit of $20.0 million for letters of credit, all of which were cancelled as of September 29, 2024. As of September 29, 2024, we had no outstanding borrowings and available borrowing capacity of $75.0 million under the facility.

***Bridge commitment letter —*** In connection with the Merger Agreement, the Company secured commitments for a bridge financing facility in an amount of up to $600.0 million (the "Bridge Facility"). No amounts were drawn under the Bridge Facility, which was terminated as a result of our securitization refinancing transaction. The Company expensed approximately $2.1 million for the unamortized issuance costs associated with this commitment which is presented in "Interest expense, net" in the consolidated statement of operations.

***Maturities of long-term debt*** — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of September 29, 2024, principal payments on our long-term debt outstanding at September 29, 2024 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

| | |
|---|---|
| 2025 | $ 35,880 |
| 2026 | 289,156 |
| 2027 | 516,034 |
| 2028 | 15,538 |
| 2029 | 427,292 |
| Thereafter | 467,638 |
| | $ 1,751,538 |

## 8. LEASES

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

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

***Company as lessee*** — Leased assets and liabilities consisted of the following as of September 29, 2024 and October 1, 2023 *(in thousands)*:

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **Assets:** | | |
| Operating lease ROU assets | $ 1,410,083 | $ 1,397,555 |
| Finance lease ROU assets (1) | 416 | 971 |
| Total ROU assets | $ 1,410,499 | $ 1,398,526 |
| **Liabilities:** | | |
| Current operating lease liabilities | $ 162,017 | $ 142,518 |
| Current finance lease liabilities (2) | 602 | 689 |
| Long-term operating lease liabilities | 1,286,415 | 1,265,514 |
| Long-term finance lease liabilities (2) | — | 627 |
| Total lease liabilities | $ 1,449,034 | $ 1,409,348 |

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

The following table presents the components of our lease costs in fiscal 2024, 2023, and 2022 (*in thousands*):

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| **Lease costs:** | | | |
| Finance lease cost: | | | |
| Amortization of ROU assets (1) | $ 492 | $ 691 | $ 827 |
| Interest on lease liabilities (2) | 68 | 55 | 67 |
| Operating lease cost (3) | 243,488 | 240,153 | 218,837 |
| Short-term lease cost (3) | 195 | 730 | 824 |
| Variable lease cost (3)(4) | 51,374 | 50,448 | 48,872 |
| | $ 295,617 | $ 292,077 | $ 269,427 |

(1) Included in "Depreciation and amortization" in our consolidated statements of earnings.
(2) Included in "Interest expense, net" in our consolidated statements of earnings.
(3) Operating lease, short-term and variable lease costs associated with franchisees and company-operated restaurants are included in "Franchise occupancy expenses" and "Occupancy and other," respectively, in our consolidated statements of earnings. For our closed restaurants, these costs are included in "Other operating expense, net" and all other costs are included in "Selling, general and administrative expenses."
(4) Includes $41.0 million, $39.9 million, and $38.2 million in 2024, 2023, and 2022, respectively, of property taxes and common area maintenance costs which are reimbursed by sub-lessees.

The following table presents supplemental information related to leases:

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **Weighted-average remaining lease term (in years):** | | |
| Finance leases | 0.8 | 1.7 |
| Operating leases | 11.1 | 11.1 |
| **Weighted-average discount rate:** | | |
| Finance leases | 7.0 % | 7.1 % |
| Operating leases | 5.9 % | 5.5 % |

The following table presents as of September 29, 2024, the annual maturities of our lease liabilities (*in thousands*):

| | Finance Leases | Operating Leases |
|---|---|---|
| **Fiscal year:** | | |
| 2025 | $ 625 | $ 239,575 |
| 2026 | 7 | 227,422 |
| 2027 | — | 224,198 |
| 2028 | — | 181,919 |
| 2029 | — | 144,349 |
| Thereafter | — | 1,015,330 |
| Total future lease payments (1) | $ 632 | $ 2,032,793 |
| Less: imputed interest | (30) | (584,361) |
| Present value of lease liabilities | $ 602 | $ 1,448,432 |
| Less current portion | (602) | (162,017) |
| Long-term lease obligations | $ — | $ 1,286,415 |

(1) Total future lease payments include non-cancellable commitments of $0.6 million for finance leases and $1,375.1 million for operating leases.

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

| | 2024 | 2023 |
|---|---|---|
| Buildings | $ — | $ 1,342 |
| Equipment | 6,003 | 6,140 |
| Less accumulated amortization | (5,587) | (6,511) |
| | $ 416 | $ 971 |

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

| | 2024 | 2023 |
|---|---|---|
| Cash paid for amounts included in the measurement of lease liabilities: | | |
| Operating cash flows from operating leases | $ 218,916 | $ 236,356 |
| Operating cash flows from financing leases | $ 68 | $ 55 |
| Financing cash flows from financing leases | $ 617 | $ 836 |
| Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets: | | |
| Right-of-use assets obtained in exchange for new operating lease obligations | $ 191,923 | $ 250,862 |
| Right-of-use assets obtained in exchange for new financing lease obligations | $ — | $ 5 |

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

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

In fiscal 2022, we sold four restaurant properties in sale and leaseback transactions for net proceeds of $10.8 million, and recorded total losses of $0.2 million. The leases have been accounted for as operating leases and contain initial terms of 16 years and 20 years.

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

| | 2024 | | | 2023 | | |
|---|---|---|---|---|---|---|
| | Owned Properties | Leased Properties | Total | Owned Properties | Leased Properties | Total |
| Operating lease income - franchise | $ 18,301 | $ 242,111 | $ 260,412 | $ 17,805 | $ 225,392 | $ 243,197 |
| Variable lease income - franchise | 12,522 | 100,903 | 113,425 | 12,700 | 108,010 | 120,710 |
| Amortization of sublease assets and liabilities, net | — | 1,591 | 1,591 | — | 684 | 684 |
| Franchise rental revenues | $ 30,823 | $ 344,605 | $ 375,428 | $ 30,505 | $ 334,086 | $ 364,591 |
| Operating lease income - closed restaurants and other (1) | $ 31 | $ 7,662 | $ 7,693 | $ 76 | $ 7,387 | $ 7,463 |

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

The following table presents as of September 29, 2024, future minimum rental receipts for non-cancellable leases and subleases (*in thousands*):

| | September 29, 2024 |
|---|---|
| **Fiscal year:** | |
| 2025 | $ 269,206 |
| 2026 | 254,975 |
| 2027 | 253,917 |
| 2028 | 208,641 |
| 2029 | 164,247 |
| Thereafter | 1,180,855 |
| Total minimum rental receipts | $ 2,331,841 |

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

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| Land | $ 71,130 | $ 78,665 |
| Buildings | 763,697 | 792,177 |
| Equipment | 716 | 63 |
| | 835,543 | 870,905 |
| Less accumulated depreciation | (669,459) | (672,137) |
| | $ 166,084 | $ 198,768 |

## 9. OTHER OPERATING EXPENSE, NET

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Acquisition, integration and strategic initiatives | $ 15,631 | $ 9,112 | $ 20,081 |
| Costs of closed restaurants and other | 2,975 | 4,786 | 4,599 |
| Restaurant impairment charges | 8,008 | 4,569 | 5,927 |
| Accelerated depreciation | 699 | 541 | 1,124 |
| Gains on acquisition of restaurants | (2,702) | — | (309) |
| Losses (gains) on disposition of property and equipment, net | 185 | (8,171) | (30,533) |
| Other operating expenses, net | $ 24,796 | $ 10,837 | $ 889 |

***Acquisition, integration and strategic initiatives —*** Costs incurred primarily related to severance, retention bonuses, strategic consulting fees and technology integration from the acquisition of Del Taco.

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

***Restaurant impairment charges —*** In 2024, impairment charges included $3.4 million relating to under-performing Jack in the Box restaurants currently held for use, $1.2 million relating to under-performing Jack in the Box restaurants to be closed, and $2.6 million relating to underperforming Del Taco restaurants. In 2023, impairment charges included $4.4 million relating to under-performing Del Taco restaurants currently held for use. In 2022, impairment charges included amounts related to nine Jack in the Box company-operated restaurants that were closed in connection with the sale of the related markets as well as amounts related to Jack in the Box restaurants leased or subleased to franchisees for which the lease and franchise agreements were terminated early.

***Accelerated depreciation —*** When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In 2024, 2023 and 2022, accelerated depreciation primarily related to facility improvements, restaurant remodels, and information technology assets.

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

***Losses (gains) on disposition of property and equipment, net —*** In 2024, losses primarily relate to the disposal of other property and equipment for Del Taco, partially offset by gains primarily relating to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale. In 2023, gains primarily relate to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale. In 2022, gains primarily relate to the sale of closed restaurant properties.

## 10. SEGMENT REPORTING

The Company's principal business consists of developing, operating and franchising our Jack in the Box and Del Taco restaurant brands, each of which is considered a reportable operating segment. In 2024, our chief operating decision maker revised the method by which they determine performance and strategy for our segments. This change was made to reflect a shared-services model whereby each brand's results of operations are assessed separately and do not include costs related to certain corporate functions which support both brands. This segment reporting structure reflects the Company's current management structure, internal reporting method and financial information used in deciding how to allocate Company resources. Based upon certain quantitative thresholds, each operating segment is considered a reportable segment. This change to our segment reporting did not change our reporting units for goodwill.

The Company measures and evaluates our segments based on segment revenues and segment profit. The reportable segments do not include an allocation of the costs related to shared service functions, such as accounting/finance, human resources, audit services, legal, tax and treasury. These costs are reflected in the caption "Shared services" below.

Our measure of segment profit excludes depreciation and amortization, share-based compensation, company-owned life insurance ("COLI") gains/ losses, net of changes in our non-qualified deferred compensation obligation supported by these policies, acquisition, integration, and strategic initiatives, gains on the sale of company-operated restaurants, gains on acquisition of restaurants, and amortization of favorable and unfavorable leases and subleases, net.

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| **Revenues by segment:** | | | |
| Jack in the Box restaurant operations | $ 1,197,420 | $ 1,195,311 | $ 1,151,188 |
| Del Taco restaurant operations | 373,886 | 496,995 | 316,895 |
| Consolidated revenues | $ 1,571,306 | $ 1,692,306 | $ 1,468,083 |
| **Segment profit reconciliation:** | | | |
| Jack in the Box segment profit | $ 362,377 | $ 381,171 | $ 383,794 |
| Del Taco segment profit | 28,968 | 45,730 | 62,353 |
| Shared services | (77,138) | (87,862) | (107,730) |
| | $ 314,207 | $ 339,039 | $ 338,417 |
| Depreciation and amortization | 59,776 | 62,287 | 56,100 |
| Acquisition, integration and strategic initiatives | 15,631 | 9,112 | 20,081 |
| Share-based compensation | 13,471 | 11,205 | 7,122 |
| Net COLI (gains) losses | (14,390) | (5,953) | 9,911 |
| Goodwill impairment | 162,624 | — | — |
| Gains on the sale of company-operated restaurants | (3,255) | (17,998) | (3,878) |
| Gains on acquisition of restaurants | (2,702) | — | (309) |
| Amortization of favorable and unfavorable leases and subleases, net | 516 | 1,633 | 1,120 |
| Earnings from operations | $ 82,536 | $ 278,753 | $ 248,270 |

We do not evaluate, manage or measure performance of segments using asset, pension or post-retirement expense, interest income and expense, or income tax information; accordingly, this information by segment is not prepared or disclosed.

## 11. INCOME TAXES

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Current: | | | |
| Federal | $ 32,251 | $ 53,229 | $ 28,934 |
| State | 10,933 | 17,274 | 9,320 |
| | 43,184 | 70,503 | 38,254 |
| Deferred: | | | |
| Federal | (2,696) | (10,642) | 5,344 |
| State | (8,116) | (1,347) | 2,513 |
| | (10,812) | (11,989) | 7,857 |
| Income tax expense from continuing operations | $ 32,372 | $ 58,514 | $ 46,111 |

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

| | 2024 | | 2023 | | 2022 | |
|---|---|---|---|---|---|---|
| Pre-tax income (loss) | $ (4,323) | | $ 189,340 | | $ 161,892 | |
| Income tax at federal statutory rate | (908) | 21.0 % | 39,821 | 21.0 % | 33,964 | 21.0 % |
| State income taxes, net of federal benefit | (233) | 5.4 % | 10,587 | 5.6 % | 8,437 | 5.2 % |
| Stock-based compensation expense | 51 | (1.2)% | 71 | — % | 122 | 0.1 % |
| Tax credits, net of valuation allowance | (340) | 7.9 % | (818) | (0.4)% | (906) | (0.6)% |
| Nondeductible goodwill related to impairment | 35,075 | (811.5)% | — | — % | — | — % |
| Nondeductible goodwill related to the sale of company-operated restaurants | 1,787 | (41.3)% | 9,280 | 4.9 % | — | — % |
| Nondeductible transaction costs | — | — % | — | — % | 940 | 0.6 % |
| Expense (benefit) related to COLIs | (4,703) | 108.8 % | (1,947) | (1.0)% | 3,319 | 2.1 % |
| Officers' compensation limitation | 1,306 | (30.2)% | 1,188 | 0.6 % | 677 | 0.4 % |
| Other, net | 337 | (7.8)% | 332 | 0.2 % | (442) | (0.3)% |
| Effective tax rate | $ 32,372 | (748.9)% | 58,514 | 30.9 % | 46,111 | 28.5 % |

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

| | 2024 | 2023 |
|---|---|---|
| Deferred tax assets: | | |
| Operating and finance lease liabilities | $ 381,522 | $ 372,095 |
| Accrued defined benefit pension and postretirement benefits | 22,074 | 18,896 |
| Deferred income | 15,465 | 15,137 |
| Accrued legal settlements | 4,764 | 11,099 |
| Accrued insurance | 7,135 | 8,086 |
| Share-based compensation | 6,814 | 6,139 |
| Accrued incentive compensation | 2,692 | 5,928 |
| Capitalized research costs | 1,443 | 1,943 |
| Tax loss and tax credit carryforwards | 387 | 1,956 |
| Accrued compensation expense | 1,254 | 1,259 |
| Other reserves and allowances | 1,241 | 1,144 |
| Property and equipment, net of impairment | 5,847 | 181 |
| Other, net | 4,201 | 3,852 |
| Total gross deferred tax assets | 454,839 | 447,715 |
| Valuation allowance | — | (1,043) |
| Total net deferred tax assets | 454,839 | 446,672 |
| Deferred tax liabilities: | | |
| Operating and finance lease ROU assets | (378,531) | (380,040) |
| Intangible assets | (88,378) | (84,969) |
| Investment basis limitation | — | (6,191) |
| Other | (1,542) | (1,701) |
| Total gross deferred tax liabilities | (468,451) | (472,901) |
| Net deferred tax liabilities | $ (13,612) | $ (26,229) |

Deferred tax assets as of September 29, 2024 include state gross net operating loss carryforwards of approximately $11.4 million, of which $9.1 million has an indefinite carryforward. The remainder will expire at various times between 2026 and 2042. At September 29, 2024, California Enterprise Zone Credit carryforwards expired, and the Company released $1.0 million of deferred tax assets and $1.0 million of valuation allowances thereto. We believe it is more likely than not that all other deferred tax assets will be realized through future taxable income or alternative tax strategies.

The major jurisdictions in which the Company files income tax returns includes the United States and states in which we operate that impose an income tax. The federal statutes of limitations have not expired for fiscal year 2021 and forward. The statutes of limitations for California, which constitutes the Company's major state tax jurisdiction, have not expired for fiscal years 2018 and forward.

## 12. RETIREMENT PLANS

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

***Defined contribution plans*** — At the beginning of fiscal year 2024, we maintained two qualified savings plans pursuant to Section 401(k) of the Internal Revenue Code ("IRC"); the Jack in the Box Inc. Easy$aver Plus Plan and the Del Taco Savings Plan. Effective January 1, 2024, the Del Taco Savings Plan was merged into the Easy$aver Plus Plan so that now we maintain one qualified savings plan. The plan allows all employees who meet certain age and minimum service requirements to defer a percentage of their pay on a pre-tax basis. Our contributions under these plans were $3.3 million, $2.3 million, and $2.1 million in each fiscal years 2024, 2023 and 2022, respectively.

We also maintain an unfunded, non-qualified deferred compensation plan for key executives and other members of management whose compensation deferrals or company matching contributions to the qualified savings plan are limited due to IRC rules. Effective January 1, 2016, this non-qualified plan was amended to replace the company matching contribution with an annual restoration match that is intended to "restore" up to the full match for participants whose elective deferrals (and related company matching contributions) to the qualified savings plan were limited due to IRC rules. A participant's right to the Company restoration match vests immediately. This plan allows participants to defer up to 50% of their salary and 85% of their bonus, on a pre-tax basis. Our contributions under the non-qualified deferred compensation plan were $0.2 million in fiscal year 2024, $0.1 million in fiscal year 2023, and less than $0.1 million in fiscal year 2022.

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

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

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

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

| | Qualified Plan | | SERP | | Postretirement Health Plans | |
|---|---|---|---|---|---|---|
| | 2024 | 2023 | 2024 | 2023 | 2024 | 2023 |
| **Change in benefit obligation:** | | | | | | |
| Obligation at beginning of year | $ 266,345 | $ 293,342 | $ 53,513 | $ 56,891 | $ 11,891 | $ 12,577 |
| Interest cost | 15,791 | 16,068 | 3,188 | 3,149 | 711 | 700 |
| Participant contributions | — | — | — | — | 102 | 101 |
| Actuarial loss (gain) | 29,769 | (13,792) | 5,199 | (1,287) | 1,186 | (383) |
| Benefits paid | (13,985) | (14,884) | (4,803) | (5,240) | (1,268) | (1,145) |
| Settlements and other | — | (14,389) | — | — | 32 | 41 |
| Obligation at end of year | $ 297,920 | $ 266,345 | $ 57,097 | $ 53,513 | $ 12,654 | $ 11,891 |
| **Change in plan assets:** | | | | | | |
| Fair value at beginning of year | $ 275,143 | $ 303,951 | $ — | $ — | $ — | $ — |
| Actual return on plan assets | 41,281 | 465 | — | — | — | — |
| Participant contributions | — | — | — | — | 102 | 101 |
| Employer contributions | — | — | 4,803 | 5,240 | 1,134 | 1,002 |
| Benefits paid | (13,985) | (14,884) | (4,803) | (5,240) | (1,268) | (1,145) |
| Settlements and other | — | (14,389) | — | — | 32 | 42 |
| Fair value at end of year | $ 302,439 | $ 275,143 | $ — | $ — | $ — | $ — |
| **Funded (unfunded) status at end of year** | $ 4,519 | $ 8,798 | $ (57,097) | $ (53,513) | $ (12,654) | $ (11,891) |
| **Amounts recognized on the balance sheet:** | | | | | | |
| Noncurrent assets | $ 4,519 | $ 8,798 | $ — | $ — | $ — | $ — |
| Current liabilities | — | — | (5,124) | (5,138) | (1,111) | (1,072) |
| Noncurrent liabilities | — | — | (51,973) | (48,375) | (11,543) | (10,819) |
| Total asset (liability) recognized | $ 4,519 | $ 8,798 | $ (57,097) | $ (53,513) | $ (12,654) | $ (11,891) |
| **Amounts in AOCI not yet reflected in net periodic benefit cost:** | | | | | | |
| Unamortized actuarial loss (gain), net | $ 100,938 | $ 99,871 | $ 18,542 | $ 13,974 | $ (8,132) | $ (10,232) |
| Unamortized prior service cost | — | — | — | 15 | — | — |
| Total | $ 100,938 | $ 99,871 | $ 18,542 | $ 13,989 | $ (8,132) | $ (10,232) |
| **Other changes in plan assets and benefit obligations recognized in OCI:** | | | | | | |
| Net actuarial loss (gain) | $ 3,470 | $ 848 | $ 5,199 | $ (1,287) | $ 1,186 | $ (383) |
| Amortization of actuarial (loss) gain | (2,403) | (2,349) | (632) | (718) | 914 | 932 |
| Amortization of prior service cost | — | — | (14) | (19) | — | — |
| Total recognized in OCI | 1,067 | (1,501) | 4,553 | (2,024) | 2,100 | 549 |
| Net periodic benefit (credit) cost | 3,212 | 3,312 | 3,834 | 3,886 | (203) | (232) |
| Total recognized in comprehensive income | $ 4,279 | $ 1,811 | $ 8,387 | $ 1,862 | $ 1,897 | $ 317 |
| **Amounts in AOCI expected to be amortized in next fiscal net periodic benefit cost:** | | | | | | |
| Net actuarial loss (gain) | $ 2,416 | | $ 990 | | $ (778) | |

The net actuarial loss arising in the current year is primarily attributable to the impact of lower discount rates, partially offset by an increase in the actual return on plan assets.

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

As of September 29, 2024 and October 1, 2023, respectively, the Qualified Plan's ABO was less than the fair value of its plan assets. The SERP is an unfunded plan and, as such, had no plan assets as of September 29, 2024 and October 1, 2023. The following sets forth the PBO, ABO, and fair value of plan assets of our pension plans as of the measurement date in each fiscal year (*in thousands*):

| | 2024 | 2023 |
|---|---|---|
| **Qualified Plan:** | | |
| Projected benefit obligation | $ 297,920 | $ 266,345 |
| Accumulated benefit obligation | $ 297,920 | $ 266,345 |
| Fair value of plan assets | $ 302,439 | $ 275,143 |
| **SERP:** | | |
| Projected benefit obligation | $ 57,097 | $ 53,513 |
| Accumulated benefit obligation | $ 57,097 | $ 53,513 |
| Fair value of plan assets | $ — | $ — |

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| **Qualified Plan:** | | | |
| Interest cost | $ 15,791 | $ 16,068 | $ 12,506 |
| Expected return on plan assets | (14,982) | (15,105) | (18,103) |
| Actuarial loss | 2,403 | 2,349 | 2,193 |
| Net periodic benefit (credit) cost | $ 3,212 | $ 3,312 | $ (3,404) |
| **SERP:** | | | |
| Interest cost | $ 3,188 | $ 3,149 | $ 2,173 |
| Actuarial loss | 632 | 718 | 1,666 |
| Amortization of unrecognized prior service cost | 14 | 19 | 19 |
| Net periodic benefit cost | $ 3,834 | $ 3,886 | $ 3,858 |
| **Postretirement health plans:** | | | |
| Interest cost | $ 711 | $ 700 | $ 489 |
| Actuarial (gain) loss | (914) | (932) | (640) |
| Net periodic benefit (credit) cost | $ (203) | $ (232) | $ (151) |

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

***Assumptions*** — We determine our actuarial assumptions on an annual basis. In determining the present values of our benefit obligations and net periodic benefit costs as of and for the fiscal years ended September 29, 2024, October 1, 2023, and October 2, 2022, we used the following weighted-average assumptions:

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| **Assumptions used to determine benefit obligations (1) (2):** | | | |
| **Qualified Plan:** | | | |
| Discount rate | 5.11% | 6.10% | 5.63% |
| **SERP:** | | | |
| Discount rate | 5.09% | 6.26% | 5.80% |
| **Postretirement health plans:** | | | |
| Discount rate | 5.09% | 6.27% | 5.82% |
| **Assumptions used to determine net periodic benefit cost (2) (3):** | | | |
| **Qualified Plan:** | | | |
| Discount rate | 6.10% | 5.63% | 3.11% |
| Long-term rate of return on assets | 5.60% | 5.10% | 4.50% |
| **SERP:** | | | |
| Discount rate | 6.26% | 5.80% | 2.99% |
| **Postretirement health plans:** | | | |
| Discount rate | 6.27% | 5.82% | 2.95% |

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

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

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

The assumed discount rate and expected long-term rate of return on assets have a significant effect on amounts reported for our pension and postretirement plans. If the discount rate and expected rate of return on assets used were to decrease by 0.25%, fiscal 2024 earnings before income taxes would have decreased by $0.1 million and decreased by $1.0 million, respectively.

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Healthcare cost trend rate for next year: | | | |
| Participants under age 65 | 6.25% | 6.25% | 6.25% |
| Participants age 65 or older | 6.25% | 6.25% | 5.75% |
| Rate to which the cost trend rate is assumed to decline: | | | |
| Participants under age 65 | 4.50% | 4.50% | 4.50% |
| Participants age 65 or older | 4.50% | 4.50% | 4.50% |
| Year the rate reaches the ultimate trend rate: | | | |
| Participants under age 65 | 2031 | 2031 | 2030 |
| Participants age 65 or older | 2031 | 2031 | 2028 |

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

***Plan assets*** — Our investment philosophy is to invest assets in a prudent manner to meet the obligation of providing benefits to Plan participants and their beneficiaries in accordance with the time horizon appropriate for the Plan while employing asset diversification to minimize the risk of large losses. Our asset allocation strategy utilizes multiple investment managers in order to maximize the plan's return while minimizing risk. We regularly monitor our asset allocation, and senior financial management and the Finance Committee of the Board of Directors review performance results quarterly. We continually review our target asset allocation for our Qualified Plan and when changes are made, we reallocate our plan assets over a period of time, as deemed appropriate by senior financial management, to achieve our target asset allocation. Our plan asset allocation at the end of each fiscal 2024 and 2023 and respective target allocations were as follows:

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

| | 2023 | Target | Minimum | Maximum |
|---|---|---|---|---|
| Cash & cash equivalents | 1% | —% | —% | —% |
| Global equity | 11% | 12% | 7% | 17% |
| Alternative credit | 10% | 9% | 4% | 14% |
| Real assets | 10% | 9% | 4% | 14% |
| Liability-hedging assets | 68% | 70% | 60% | 80% |
| | 100% | 100% | | |

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

| | | Total | Other (i.e., NAV Assets) (3) | Quoted Prices in Active Markets for Identical (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
|---|---|---|---|---|---|---|
| Fair Value at September 30, 2024: | | | | | | |
| Cash and cash equivalents | (1) | $ 2,933 | $ — | $ — | $ 2,933 | $ — |
| Equity: | | | | | | |
| Global equity | (2) | 40,193 | 40,193 | — | — | — |
| Fixed income: | | | | | | |
| Liability-hedging assets | (4) | 200,675 | 86,089 | — | 114,586 | — |
| Alternative credit | (5) | 32,100 | 32,100 | — | — | — |
| Real assets | (6) | 26,538 | 26,538 | — | — | — |
| | | $ 302,439 | $ 184,920 | $ — | $ 117,519 | $ — |
| Fair Value at September 30, 2023: | | | | | | |
| Cash and cash equivalents | (1) | $ 3,266 | $ — | $ — | $ 3,266 | $ — |
| Equity: | | | | | | |
| Global equity | (2) | 30,879 | 30,879 | — | — | — |
| Fixed income: | | | | | | |
| Liability-hedging assets | (4) | 184,085 | 77,653 | — | 106,432 | — |
| Alternative credit | (5) | 28,378 | 28,378 | — | — | — |
| Real assets | (6) | 28,535 | 28,535 | — | — | — |
| | | $ 275,143 | $ 165,445 | $ — | $ 109,698 | $ — |

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

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

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

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

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

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

***Future cash flows*** — Our policy is to fund our plans at or above the minimum required by law. As of the date of our last actuarial funding valuation, there was no minimum requirement. We do not anticipate making any contributions to our Qualified Plan in fiscal 2025. Contributions expected to be paid in the next fiscal year, the projected benefit payments for each of the next five fiscal years, and the total aggregate amount for the subsequent five fiscal years are as follows (*in thousands*):

| | Defined Benefit Plans | Postretirement Health Plans |
|---|---|---|
| Estimated net contributions during fiscal 2025 | $ 5,125 | $ 1,139 |
| Estimated future year benefit payments during fiscal years: | | |
| 2025 | $ 20,487 | $ 1,139 |
| 2026 | $ 20,825 | $ 1,150 |
| 2027 | $ 21,200 | $ 1,155 |
| 2028 | $ 21,600 | $ 1,150 |
| 2029 | $ 21,985 | $ 1,139 |
| 2030-2034 | $ 115,261 | $ 5,245 |

We will continue to evaluate contributions to our Qualified Plan based on changes in pension assets as a result of asset performance in the current market and economic environment. Expected benefit payments are based on the same assumptions used to measure our benefit obligations at September 29, 2024 and include estimated future employee service, if applicable.

## 13. SHARE-BASED EMPLOYEE COMPENSATION

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

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

Our Amended and Restated 2004 Stock Incentive Plan ("Prior Plan") authorized the issuance of up to 11,600,000 common shares in connection with the granting of stock options, stock appreciation rights, restricted stock purchase rights, restricted stock bonuses, restricted stock units, or performance units to our employees and directors. As of January 1, 2023, no additional awards were granted under the Prior Plan. Our Jack in the Box Inc. 2023 Omnibus Incentive Plan ("Plan") authorizes the issuance of up to 2,500,000 common shares plus Prior Plan returning shares in connection with outstanding awards as of January 6, 2023 that on or following such date are not issued, settled in cash, or fail to vest. The Plan is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company, and provide a means by which such persons may benefit from increases in value of the common stock. The Plan provides for the granting of stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, or performance stock awards, to our employees and directors. There were 1,987,156 shares of common stock available for future issuance under this plan as of September 29, 2024.

We also maintain a deferred compensation plan for non-management directors under which those who are eligible to receive fees or retainers may choose to defer receipt of their compensation. The deferred amounts are converted to stock equivalents. The plan requires settlement in shares of our common stock based on the number of stock equivalents and dividend equivalents at the time of a participant's separation from the Board of Directors. This plan provides for the issuance of up to 350,000 shares of common stock in connection with the crediting of stock equivalents. There were 106,576 shares of common stock available for future issuance under this plan as of September 29, 2024.

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Nonvested restricted stock units | $ 10,128 | $ 7,598 | $ 4,544 |
| Stock options | — | 4 | 19 |
| Performance share awards | 3,308 | 3,195 | 1,835 |
| Nonvested restricted stock awards | — | 166 | 434 |
| Non-management directors' deferred compensation | 35 | 242 | 290 |
| Total share-based compensation expense | $ 13,471 | $ 11,205 | $ 7,122 |

***Nonvested restricted stock units*** — Nonvested restricted stock units ("RSUs") are generally issued to employees and non-employee directors. Grants to executive officers of time-vesting RSUs vest ratably over four years or three years, are subject to a stock holding requirement of 50% of after-tax net shares resulting from the vesting of RSUs, and must be held until the multiple of base salary stock ownership is met. There were 22,582 RSU's vesting over four years, and 104,419 RSU's vesting over three years, outstanding as of September 29, 2024. RSUs issued to non-management directors vest 12 months from the date of grant, or upon termination of board service, including RSUs for which the director elected to defer receipt until termination of board service, and totaled 77,470 units outstanding as of September 29, 2024. RSUs issued to certain other employees either cliff vest or vest ratably over three years and totaled 177,267 units outstanding as of September 29, 2024. These awards are amortized to compensation expense over the estimated vesting period based upon the fair value of our common stock on the award date discounted by the present value of the expected dividend stream over the vesting period.

The following is a summary of RSU activity for fiscal 2024:

| | Shares | Weighted-Average Grant Date Fair Value |
|---|---|---|
| RSUs outstanding at October 1, 2023 | 328,536 | $ 70.97 |
| Granted | 204,908 | $ 67.74 |
| Released | (113,773) | $ 69.90 |
| Forfeited | (37,933) | $ 70.70 |
| RSUs outstanding at September 29, 2024 | 381,738 | $ 69.59 |

As of September 29, 2024, there was approximately $11.8 million of total unrecognized compensation cost related to RSUs, which is expected to be recognized over a weighted-average period of 1.7 years. The weighted-average grant date fair value of awards granted was $67.74, $68.56, and $78.28 in fiscal years 2024, 2023, and 2022, respectively. In fiscal years 2024, 2023, and 2022, the total fair value of RSUs that vested and were released was $8.0 million, $4.6 million, and $2.5 million, respectively.

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

The following is a summary of stock option activity for fiscal 2024:

| | Shares | Weighted-Average Exercise Price | Weighted-Average Remaining Contractual Term (Years) | Aggregate Intrinsic Value (in thousands) |
|---|---|---|---|---|
| Options outstanding at October 1, 2023 | 28,950 | $ 94.92 | | |
| Expired | (14,939) | $ 104.95 | | |
| Options outstanding at September 29, 2024 | 14,011 | $ 84.23 | 1.12 | $ — |
| Options exercisable at September 29, 2024 | 14,011 | $ 84.23 | 1.12 | $ — |

The aggregate intrinsic value in the table above is the amount by which the current market price of our stock on September 29, 2024 exceeds the weighted-average exercise price.

We use a valuation model to determine the fair value of options granted that requires the input of highly subjective assumptions, including the expected volatility of the stock price. No stock option awards were granted in fiscal 2024, 2023, or 2022.

As of September 29, 2024, there was no unrecognized compensation cost related to stock options grants. There were no stock options exercised in fiscal year 2024. The total intrinsic value of stock options exercised was less than $0.1 million in fiscal years 2023 and 2022, respectively.

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

The following is a summary of performance share award activity for fiscal 2024:

| | Shares | Weighted-Average Grant Date Fair Value |
|---|---|---|
| Performance share awards outstanding at October 1, 2023 | 107,174 | $ 72.51 |
| Granted | 62,103 | $ 70.19 |
| Issued | (29,922) | $ 88.88 |
| Forfeited | (4,162) | $ 69.26 |
| Performance adjustments | 9,974 | $ 88.88 |
| Performance share awards outstanding at September 29, 2024 | 145,167 | $ 70.53 |

As of September 29, 2024, there was approximately $3.0 million of total unrecognized compensation cost related to performance share awards, which is expected to be recognized over a weighted-average period of 1.9 years. The weighted-average grant date fair value of awards granted was $70.19, $65.74, and $78.95 in fiscal years 2024, 2023, and 2022, respectively. The total fair value of awards that became fully vested during fiscal years 2024, 2023, and 2022 was $2.7 million, $1.8 million, and $0.1 million, respectively.

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

As of September 29, 2024, there was no unrecognized compensation cost related to nonvested stock awards. The total fair value of awards that vested and were released during fiscal 2023 was $0.4 million.

***Non-management directors' deferred compensation*** — All awards outstanding under our directors' deferred compensation plan are accounted for as equity-based awards and deferred amounts are converted into stock equivalents based on a per share price equal to the average of the closing price of our common stock for the 10 trading days immediately preceding the date the deferred compensation is credited to the director's account. During fiscal 2024, 2023, and 2022, 36,342 shares of common stock were issued in connection with a director retirement.

The following is a summary of the stock equivalent activity for fiscal 2024:

| | Stock Equivalents | Weighted-Average Grant Date Fair Value |
|---|---|---|
| Stock equivalents outstanding at October 1, 2023 | 122,981 | $ 47.16 |
| Deferred directors' compensation | 756 | $ 69.40 |
| Dividend equivalents | 4,490 | $ 60.33 |
| Stock distribution | (36,342) | $ 37.71 |
| Stock equivalents outstanding at September 29, 2024 | 91,885 | $ 61.53 |

## 14. STOCKHOLDERS' DEFICIT

***Repurchases of common stock*** — In fiscal 2024, the Company purchased 1.1 million shares of its common stock for an aggregate cost of $70.6 million, including applicable excise tax. As of September 29, 2024, there was $180.0 million remaining amount under share repurchase programs authorized by the Board of Directors which do not expire.

***Dividends*** — In fiscal 2024, the Board of Directors declared four cash dividends of $0.44, respectively, totaling $34.2 million. Future dividends are subject to approval by our Board of Directors.

## 15. AVERAGE SHARES OUTSTANDING

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

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

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| Weighted-average shares outstanding — basic | 19,572 | 20,603 | 21,195 |
| Effect of potentially dilutive securities: | | | |
| Nonvested stock awards and units | — | 134 | 47 |
| Stock options | — | 1 | 1 |
| Performance share awards | — | 26 | 2 |
| Weighted-average shares outstanding — diluted | 19,572 | 20,764 | 21,245 |
| Excluded from diluted weighted-average shares outstanding: | | | |
| Antidilutive | 153 | 25 | 23 |
| Performance conditions not satisfied at the end of the period | 145 | 81 | 61 |

## 16. COMMITMENTS AND CONTINGENCIES

***Purchase commitments*** — Jack in the Box and Del Taco have long-term food and beverage supply agreements with certain major vendors, which provide food and fountain drink products and marketing support funding to the Company and its franchisees. These agreements require minimum purchases by the Company and its franchisees at agreed upon prices until the total volume commitments have been reached. Based on current pricing and ratio of usage at company-operated to franchised restaurants as of September 29, 2024, total food and beverage purchase requirements under these agreements is estimated to be approximately $89.9 million over the next six years.

We also have entered into various arrangements with vendors providing information technology services with no early termination fees. The Company's unconditional purchase obligations on these contracts total approximately $10.6 million over the next four years.

***Legal matters*** — The Company assesses contingencies, including litigation contingencies, to determine the degree of probability and range of possible loss for potential accrual in our financial statements. An estimated loss contingency is accrued in the financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. As of September 29, 2024, the Company had accruals of $16.2 million for all of its legal matters in aggregate, presented within "Accrued liabilities" on our consolidated balance sheet. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated, or unrelated to possible outcomes, and as such are not meaningful indicators of our potential liability or financial exposure. The Company regularly reviews contingencies to determine the adequacy of the accruals and related disclosures. The ultimate amount of loss may differ from these estimates. Any estimate is not an indication of expected loss, if any, or of the Company's maximum possible loss exposure and the ultimate amount of loss may differ materially from these estimates in the near term.

***Gessele v. Jack in the Box Inc.*** — In August 2010, five former Jack in the Box employees instituted litigation in federal court in Oregon alleging claims under the federal Fair Labor Standards Act and Oregon wage and hour laws. The plaintiffs alleged that Jack in the Box failed to pay non-exempt employees for certain meal breaks and improperly made payroll deductions for shoe purchases and for workers' compensation expenses, and later added additional claims relating to timing of final pay and related wage and hour claims involving employees of a franchisee. In 2016, the court dismissed the federal claims and those relating to franchise employees. In June 2017, the court granted class certification with respect to state law claims of improper deductions and late payment of final wages. The parties participated in a voluntary mediation on March 16, 2020, but the matter did not settle. On October 24, 2022, a jury awarded plaintiffs approximately $6.4 million in damages and penalties. The Company continues to dispute liability and the damage award and will defend against both through post-trial motions and all other available appellate remedies. As of September 29, 2024, the Company has accrued the verdict amount above, as well as pre-judgment and post-judgment interest and an estimated fee award, for an additional $9.3 million. These amounts are included within "Accrued liabilities" on our consolidated balance sheet as of September 29, 2024. The Company will continue to accrue for post-judgment interest until the matter is resolved.

***Torrez*** — In March 2014, a former Del Taco employee filed a purported Private Attorneys General Act claim and class action alleging various causes of action under California's labor, wage, and hour laws. The plaintiff generally alleges Del Taco did not appropriately provide meal and rest breaks and failed to pay wages and reimburse business expenses to its California non-exempt employees. On November 12, 2021, the court granted, in part, the plaintiff's motion for class certification. The parties participated in a voluntary mediation on May 24, 2022 and June 3, 2022. On June 4, 2022, we entered into a Settlement Memorandum of Understanding (the "Agreement") which obligates the Company to pay a gross settlement amount of $50.0 million, for which in exchange we will be released from all claims by the parties. On August 8, 2023, the court issued its final approval of the settlement and on August 9, 2023 final judgment was entered. The Company made the full payments for the settlement amounts. As of September 29, 2024, the Company has no further amounts accrued on its consolidated balance sheet.

***J&D Restaurant Group*** — On April 17, 2019, the trustee for a bankrupt former franchisee filed a complaint generally alleging the Company wrongfully terminated the franchise agreements and unreasonably denied two perspective purchasers the former franchisee presented. The parties participated in a mediation in April 2021, and again in December 2022, but the matter did not settle. Trial commenced on January 9, 2023. On February 8, 2023, the jury returned a verdict finding the Company had not breached any contracts in terminating the franchise agreements or denying the proposed buyers. However, while the jury also found the Company had not violated the California Unfair Practices Act, it found for the plaintiff on the claim for breach of implied covenant of good faith and fair dealing, and awarded $8.0 million in damages. On May 9, 2023, the court granted the Company's post-trial motion, overturning the jury verdict and ordering the plaintiff take nothing on its claims. As a result, the Company reversed the prior $8.0 million accrual, and as of September 29, 2024, the Company has no amounts accrued for this case on its consolidated balance sheet. The Plaintiff has appealed the trial court's post-trial rulings.

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

***Lease guarantees*** — We remain contingently liable for certain leases relating to our former Qdoba business which we sold in fiscal 2018. Under the Qdoba Purchase Agreement, the buyer has indemnified the Company of all claims related to these guarantees. As of September 29, 2024, the maximum potential liability of future undiscounted payments under these leases is approximately $20.1 million. The lease terms extend for a maximum of approximately 13 more years, and we would remain a guarantor of the leases in the event the leases are extended for any established renewal periods. In the event of default, we believe the exposure is limited due to contractual protections and recourse available in the lease agreements, as well as the Qdoba Purchase Agreement, including a requirement of the landlord to mitigate damages by re-letting the properties in default, and indemnity from the Buyer. The Company has not recorded a liability for these guarantees as we believe the likelihood of making any future payments is remote.

## 17. SUPPLEMENTAL CONSOLIDATED CASH FLOW INFORMATION (in thousands)

| | 2024 | 2023 | 2022 |
|---|---|---|---|
| **Cash paid during the year for:** | | | |
| Income tax payments | $ 102,512 | $ 17,811 | $ 33,819 |
| Interest payments | $ 76,541 | $ 78,958 | $ 70,475 |
| | | | |
| **Non-cash investing and financing transactions:** | | | |
| Increase in notes and accounts receivable from the sale of restaurant properties | $ 1,400 | $ — | $ 10,001 |
| Increase in dividends accrued or converted to common stock equivalents | $ 271 | $ 285 | $ 275 |
| Consideration for franchise acquisitions | $ — | $ — | $ 297 |
| (Decrease) increase in obligations for purchases of property and equipment | $ (2,482) | $ 3,731 | $ 1,637 |

## 18. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (in thousands)

| | September 29, 2024 | October 1, 2023 |
|---|---|---|
| **Accounts and other receivables, net:** | | |
| Trade | $ 71,306 | $ 93,660 |
| Notes receivable, current portion | 2,036 | 2,262 |
| Income tax receivable | 819 | 949 |
| Other | 13,918 | 6,953 |
| Allowance for doubtful accounts | (4,512) | (4,146) |
| | $ 83,567 | $ 99,678 |
| **Other assets, net:** | | |
| Company-owned life insurance policies | $ 129,685 | $ 113,205 |
| Franchise tenant improvement allowances | 41,502 | 43,590 |
| Deferred rent receivable | 41,284 | 41,947 |
| Notes receivable, less current portion | 11,249 | 11,927 |
| Other | 35,286 | 30,038 |
| | $ 259,006 | $ 240,707 |
| **Accrued liabilities:** | | |
| Income tax liabilities | $ 778 | $ 58,155 |
| Payroll and related taxes | 38,112 | 49,521 |
| Legal accruals | 16,220 | 40,877 |
| Insurance | 27,982 | 31,349 |
| Sales and property taxes | 26,107 | 30,508 |
| Deferred rent income | — | 19,397 |
| Advertising | 4,698 | 15,597 |
| Deferred franchise fees and development fees | 6,674 | 5,952 |
| Other | 46,297 | 50,822 |
| | $ 166,868 | $ 302,178 |
| **Other long-term liabilities:** | | |
| Defined benefit pension plans | $ 51,973 | $ 48,375 |
| Deferred franchise and development fees | 45,316 | 44,522 |
| Other | 56,419 | 50,226 |
| | $ 153,708 | $ 143,123 |

## 19. SUBSEQUENT EVENTS

On November 14, 2024, the Board of Directors declared a cash dividend of $0.44 per share, to be paid on December 30, 2024 to shareholders of record as of the close of business on December 12, 2024. Future dividends will be subject to approval by our Board of Directors.

# GUARANTEE OF PERFORMANCE

For value received, Jack in the Box SPV Guarantor, LLC a Delaware limited liability company (the "**Guarantor**"), located at 9357 Spectrum Center Blvd, San Diego, CA 92123, absolutely and unconditionally guarantees to assume the duties and obligations of Different Rules, LLC, located at 9357 Spectrum Center Blvd, San Diego, CA 92123 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued May 5, 2025, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, which ever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at San Diego, California, on the 5th day of May, 2025.

**Guarantor:** Jack in the Box SPV Guarantor, LLC

By: _____

Name: Michael J. Snider
Title: Assistant Secretary

# EXHIBIT B

## LIST OF STATE ADMINISTRATORS

## LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500 / Toll Free: (866) 275-2677<br>Email: ASK.DFPI@dfpi.ca.gov<br>Website: http://www.dfpi.ca.gov | **NEW YORK**<br>NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty St. 21st Fl<br>New York, NY 10005<br>(212) 416-8222 |
| **HAWAII**<br>Commissioner of Securities<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Securities Department<br>State Capitol<br>Department 414<br>600 East Boulevard Avenue, Fourteenth Floor<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **ILLINOIS**<br>Illinois Office of the Attorney General<br>Franchise Bureau<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 | **RHODE ISLAND**<br>Department of Business Regulation<br>Securities Division, Building 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Division of Insurance<br>Securities Regulation<br>124 South Euclid Avenue, 2nd Floor<br>Pierre, South Dakota 57501<br>(605) 773-3563 |
| **MARYLAND**<br>Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Corporate Oversight Division, Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48913<br>(517) 335-7567 | **WASHINGTON**<br>Department of Financial Institutions<br>Securities Division<br>P.O. Box 41200<br>Olympia, Washington 98504-1200<br>(360) 902-8760 |
| **MINNESOTA**<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101<br>(651) 539-1600 | **WISCONSIN**<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

# EXHIBIT C

## AGENTS FOR SERVICE OF PROCESS

## AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500 / Toll Free: (866) 275-2677<br>Email: ASK.DFPI@dfpi.ca.gov<br>Website: http://www.dfpi.ca.gov | **NEW YORK**<br>New York Secretary of State<br>One Commerce Plaza<br>99 Washington Avenue<br>Albany, NY 12231<br>(518) 473-2492 |
| **HAWAII**<br>Commissioner of Securities<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Securities Commissioner<br>State Capitol<br>Department 414<br>600 East Boulevard Avenue, Fourteenth Floor<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **ILLINOIS**<br>Illinois Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 | **RHODE ISLAND**<br>Director of Department of Business Regulation<br>Department of Business Regulation<br>Securities Division, Building 69, First Floor<br>John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Division of Insurance<br>Director of the Securities Regulation<br>124 South Euclid Avenue, 2nd Floor<br>Pierre, South Dakota 57501<br>(605) 773-3563 |
| **MARYLAND**<br>Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>Clerk of the State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, Virginia 23219<br>(804) 371-9733 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Corporate Oversight Division, Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48913<br>(517) 335-7567 | **WASHINGTON**<br>Director of Department of Financial Institutions<br>Securities Division – 3rd Floor<br>150 Israel Road, Southwest<br>Tumwater, Washington 98501<br>(360) 902-8760 |
| **MINNESOTA**<br>Commissioner of Commerce<br>Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, Minnesota 55101<br>(651) 539-1600 | **WISCONSIN**<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

# EXHIBIT D

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

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Anthem | 1537 | 39526 N Gavilan Peak Pkwy | 85086 | 623-551-3380 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Apache Junction | 1538 | 2600 W Apache Trl | 85120 | 480-671-1061 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Avondale | 1139 | 13088 W Rancho Santa Fe Blvd | 85392 | 623-935-4141 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Avondale | 1564 | 250 N Avondale Blvd | 85323 | 623-932-2058 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Avondale | 1588 | 10307 W McDowell Rd | 85323 | 623-374-3477 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Benson | 1658 | 601 E. 4th St | 85602 | 520-402-2042 | AZ | I Chief, LLC | SHAWN | SHAH |
| Buckeye | 1547 | 1460 S Watson Rd | 85326 | 623-691-6042 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Bullhead City | 1122 | 2350 Miracle Mile Ste 100 | 86442 | 928-758-5828 | AZ | River Fast Foods, Inc. | ADEL | FARAG |
| Casa Grande | 149 | 1194 E Florence Blvd | 85122 | 520-836-0304 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Casa Grande | 1595 | 1586 N Pinal Ave | 85122 | 520-340-4934 | AZ | Farag Enterprises, LLC | ADEL | FARAG |
| Chandler | 138 | 141 N Arizona Ave | 85225 | 480-963-7187 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Chandler | 1140 | 4900 W Ray Rd | 85226 | 480-775-4660 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Chandler | 1142 | 900 N Cooper Rd | 85225 | 480-821-2126 | AZ | AAD&J, Inc. | ADEL | FARAG |
| Chandler | 1144 | 1790 W Chandler Blvd | 85224 | 480-726-3758 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Chandler | 1195 | 2090 N Arizona Ave | 85225 | 480-821-5671 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Chandler | 1518 | 2070 N Dobson Rd | 85224 | 480-792-0649 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Chandler | 1526 | 955 E Riggs Rd | 85249 | 480-802-7807 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Chandler | 1548 | 4250 S Arizona Ave | 85248 | 480-895-1903 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Cottonwood | 1121 | 1180 S Highway 260 | 86326 | 928-639-1261 | AZ | Cottonwood Fast Foods, Inc. | ADAM | SCHMITZ |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Flagstaff | 141 | 505 S Milton Rd | 86001 | 928-774-1723 | AZ | Northern Arizona Fast Foods, Inc. | ADAM | SCHMITZ |
| Flagstaff | 1198 | 3620 E Route 66 | 86004 | 928-526-8775 | AZ | Northern Arizona Fast Foods, Inc. | ADAM | SCHMITZ |
| Fort Mohave | 1635 | 5214 S Highway 95 | 86426 | 928-788-1939 | AZ | FARAG ENTERPRISES II, LLC | ADEL | FARAG |
| Gilbert | 1501 | 4361 E Baseline Rd | 85234 | 480-558-0302 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Gilbert | 1502 | 1585 E Warner Rd | 85296 | 480-503-2533 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Gilbert | 1549 | 4910 S Val Vista Dr | 85296 | 480-782-1845 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Gilbert | 1592 | 3270 S Higley Rd | 85297 | 480-621-6962 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Glendale | 117 | 5145 N 59th Ave | 85301 | 623-931-6649 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Glendale | 125 | 5447 W Glendale Ave | 85301 | 623-931-9516 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Glendale | 1170 | 9021 N 59th Ave | 85302 | 623-937-0491 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Glendale | 1176 | 5104 W Thunderbird Ave | 85306 | 602-938-2074 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Glendale | 1184 | 4305 W Bethany Home Rd | 85301 | 623-931-0026 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Glendale | 1500 | 20209 N 59th Ave | 85308 | 623-362-3564 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Glendale | 1596 | 9152 W Glendale Ave | 85305 | 623-230-2115 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Globe | 1160 | 1390 E Ash St | 85501 | 928-425-5522 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Gold Canyon | 1503 | 6478 E Us Highway 60 | 85118 | 480-288-5430 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Goodyear | 1536 | 520 N Estrella Pkwy | 85338 | 623-925-5521 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Goodyear | 1578 | 16900 W Yuma Rd | 85338 | 623-925-8263 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Kingman | 1129 | 3301 Andy Devine Ave | 86401 | 928-757-7374 | AZ | B.L.K. Fast Foods, Inc. | MARK | LAY |
| Lake Havasu City | 1177 | 30 S Lake Havasu Ave | 86403 | 928-855-1145 | AZ | Colo-Rio Fast Foods, Inc. | MARK | LAY |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Laveen | 1541 | 5115 W Southern Ave | 85339 | 602-237-0502 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Litchfield Park | 1589 | 13860 W Camelback Rd | 85340 | 623-594-4273 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Litchfield Park | 1632 | 19395 W. Indian School Road | 85340 | 480-698-2253 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Marana | 1655 | 13925 N Sandario Rd | 85653 | 520-354-2920 | AZ | I Chief, LLC | JACQUELYN | AKE |
| Maricopa | 1544 | 20975 N John Wayne Pkwy | 85139 | 520-568-1943 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Mesa | 148 | 1145 W University Dr | 85201 | 480-833-1339 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Mesa | 1133 | 1911 S Power Rd | 85206 | 480-654-0232 | AZ | AAD&J, Inc. | ADEL | FARAG |
| Mesa | 1146 | 2719 N Power Rd | 85215 | 480-325-9746 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Mesa | 1156 | 5961 E Main St | 85205 | 480-832-3481 | AZ | CMAZ, LLC | ADEL | FARAG |
| Mesa | 1165 | 1860 W Southern Ave | 85202 | 480-964-9548 | AZ | FARAG AND HARIA, LLC | ADEL | FARAG |
| Mesa | 1171 | 440 E Southern Ave | 85204 | 480-962-1938 | AZ | CMAZ, LLC | ADEL | FARAG |
| Mesa | 1178 | 2846 E Main St | 85213 | 480-832-9581 | AZ | CMAZ, LLC | ADEL | FARAG |
| Mesa | 1179 | 1232 W Baseline Rd | 85202 | 480-838-0677 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Mesa | 1186 | 2120 E Baseline Rd | 85204 | 480-497-2795 | AZ | AAD&J, Inc. | ADEL | FARAG |
| Mesa | 1199 | 1945 W Main St | 85201 | 480-867-1830 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Mesa | 1507 | 1105 S Val Vista Dr | 85204 | 480-324-1623 | AZ | Dosti Enterprise L.L.C. | ADEL | FARAG |
| Mesa | 1508 | 525 N Stapley Dr | 85203 | 480-610-5302 | AZ | AAD&J, Inc. | ADEL | FARAG |
| Mesa | 1516 | 427 W Mckellips Rd | 85201 | 480-890-7200 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Mesa | 1519 | 1403 S Crismon Rd | 85209 | 480-357-3731 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Mesa | 1555 | 5207 S Power Rd | 85212 | 480-279-2536 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Mesa | 1593 | 9147 E Broadway Rd | 85208 | 480-471-8610 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Mesa | 1610 | 9113 E Guadalupe Rd | 85212 | 480-590-3066 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Mesa | 1617 | 4338 S Signal Butte Rd | 85212 | 480-410-6105 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Nogales | 1539 | 383 W Mariposa Rd | 85621 | 520-377-2974 | AZ | I Chief, LLC | SHAWN | SHAH |
| Page | 1149 | 931 Highway 89 | 86040 | 928-645-2711 | AZ | Gateway Fast Foods, Inc. | ADAM | SCHMITZ |
| Parker | 1597 | 205 Riverside Dr | 85344 | 928-575-1575 | AZ | Parker Fast Foods LLC | MARK | LAY |
| Payson | 1136 | 301 E State Highway 260 | 85541 | 928-472-8060 | AZ | Payson Fast Foods, Inc. | ADAM | SCHMITZ |
| Peoria | 1103 | 7425 W Cactus Rd | 85381 | 623-878-0002 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Peoria | 1145 | 9066 W Olive Ave | 85345 | 623-486-3938 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Peoria | 1513 | 8236 W Deer Valley Rd | 85382 | 623-566-7988 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Peoria | 1572 | 9841 W Happy Valley Rd | 85383 | 623-561-1610 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 101 | 1833 W Van Buren St | 85007 | 602-254-9324 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 103 | 2202 E Indian School Rd | 85016 | 602-954-9130 | AZ | AAD&J, Inc. | ADEL | FARAG |
| Phoenix | 105 | 3545 E Thomas Rd | 85018 | 602-956-3020 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Phoenix | 106 | 1601 E Van Buren St | 85006 | 602-252-1533 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Phoenix | 108 | 3455 W Mcdowell Rd | 85009 | 602-278-0529 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 112 | 132 W Mcdowell Rd | 85003 | 602-253-8666 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 116 | 4119 N 7th St | 85014 | 602-274-3914 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Phoenix | 123 | 8951 N 19th Ave | 85021 | | AZ | | STEVE | STINE |
| Phoenix | 129 | 4313 W Thomas Rd | 85031 | 602-278-3971 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 142 | 1935 W Thunderbird Rd | 85023 | 602-993-8810 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Phoenix | 143 | 12223 N 32nd St | 85032 | 602-992-1030 | AZ | Stine Enterprises, Inc. | STEVE | STINE |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Phoenix | 144 | 3512 W Thunderbird Rd | 85053 | 602-938-8340 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Phoenix | 145 | 1802 W Bell Rd | 85023 | 602-866-9048 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1100 | 10621 N 43rd Ave | 85029 | 602-439-4843 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1102 | 2520 W Glendale Ave | 85051 | 602-995-3677 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1105 | 4741 E Mcdowell Rd | 85008 | 602-275-0303 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1110 | 2440 W Thomas Rd | 85015 | 602-256-7223 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1114 | 1902 W Buckeye Rd | 85009 | 602-253-8142 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1116 | 1001 N 24th St | 85008 | 602-244-8860 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Phoenix | 1130 | 4950 E Ray Rd | 85044 | 480-496-9168 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1141 | 19818 N 27th Ave | 85027 | 623-780-3669 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1147 | 4020 E Bell Rd | 85032 | 602-953-5495 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1153 | 17017 N Cave Creek Rd | 85032 | 602-971-9496 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1154 | 7510 W Indian School Rd | 85033 | 623-849-3022 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1162 | 5959 W Baseline Rd | 85339 | 602-612-4424 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1172 | 6001 W Thomas Rd | 85033 | 623-247-1746 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1180 | 5814 S Central Ave | 85040 | 602-276-2183 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1181 | 2701 W Camelback Rd | 85017 | 602-249-0170 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1182 | 7850 N 35th Ave | 85051 | 602-841-1350 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Phoenix | 1183 | 4749 E Southern Ave | 85042 | 602-438-0578 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Phoenix | 1190 | 4151 W Bell Rd | 85053 | 602-843-5716 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Phoenix | 1192 | 3150 E Washington St | 85034 | 602-275-5083 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1193 | 6351 N 7th St | 85014 | 602-241-1433 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |

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|---|---|---|---|---|---|---|---|---|
| Phoenix | 1514 | 9920 W Indian School Rd | 85037 | 623-772-1600 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1517 | 8225 W Camelback Rd | 85033 | 623-849-0630 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1520 | 3502 W Buckeye Rd | 85009 | 602-353-1660 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1522 | 9050 W Thomas Rd | 85037 | 623-872-1375 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1524 | 620 E Buckeye Rd | 85004 | 602-258-6305 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1525 | 2141 W Deer Valley Rd | 85027 | 623-582-0894 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1529 | 1921 W Broadway Rd | 85041 | 602-305-9019 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1533 | 2330 E Baseline Rd | 85042 | 602-243-5585 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1535 | 2711 S. 40th Street | 85034 | 602-437-0706 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Phoenix | 1552 | 6120 S 35th Ave | 85041 | 602-276-3653 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1553 | 2420 E Beardsley Rd | 85050 | 602-485-4030 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1560 | 2113 W Happy Valley Rd | 85085 | 623-869-5006 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1576 | 2645 W Carefree Hwy | 85085 | 623-587-9515 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1587 | 1075 N 67th Ave | 85043 | 623-907-9612 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Phoenix | 1590 | 1125 N. 51st Ave. | 85043 | 602-442-2155 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1591 | 18441 N 7th St | 85024 | 602-296-5152 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Phoenix | 1599 | 2800 W Dunlap Ave | 85051 | 602-675-0617 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Prescott | 1540 | 3182 Willow Creek Rd | 86301 | 928-771-0182 | AZ | Prescott Fast Foods, Inc. | ADAM | SCHMITZ |
| Prescott Valley | 1512 | 7622 E State Route 69 | 86314 | 928-759-7227 | AZ | Prescott Fast Foods, Inc. | ADAM | SCHMITZ |
| Queen Creek | 1542 | 534 E Hunt Hwy | 85143 | 480-458-5225 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Queen Creek | 1574 | 21292 E Ocotillo Rd | 85142 | 480-655-6027 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |

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|---|---|---|---|---|---|---|---|---|
| Queen Creek | 1627 | 25026 S Ellsworth Rd | 85142 | 480-590-2267 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Safford | 1654 | 1991 W Thatcher Blvd | 85546 | 928-424-5226 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| San Tan Valley | 100 | 37723 N Gantzel Rd | 85140 | 480-902-4463 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Scottsdale | 115 | 7412 E Mcdowell Rd | 85257 | 480-946-8941 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Scottsdale | 1143 | 14842 Frank Lloyd Wright Blvd | 85260 | 480-614-2665 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Scottsdale | 1189 | 13610 N Scottsdale Rd Ste 31 | 85254 | 480-443-8005 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Scottsdale | 1580 | 20385 N Hayden Rd | 85255 | 480-419-4329 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Show Low | 1125 | 4435 S White Mountain Rd | 85901 | 928-537-0696 | AZ | Northern Arizona Fast Foods, Inc. | ADAM | SCHMITZ |
| Sierra Vista | 1152 | 750 E Fry Blvd | 85635 | 520-458-2666 | AZ | I Chief, LLC | SHAWN | SHAH |
| Sierra Vista | 1554 | 2039 El Mercado Loop | 85635 | 520-417-0990 | AZ | I Chief, LLC | SHAWN | SHAH |
| Sun City | 1566 | 9906 W Thunderbird Blvd | 85351 | 623-974-3120 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Surprise | 1510 | 13738 W Bell Rd | 85374 | 623-544-1531 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Surprise | 1563 | 16760 W Bell Rd | 85374 | 623-975-5294 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Surprise | 1579 | 15333 W Waddell Rd | 85379 | 623-546-3912 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Tempe | 118 | 721 S Mill Ave | 85281 | 480-967-8570 | AZ | Superior Fast Foods, Inc. | ADEL | FARAG |
| Tempe | 131 | 942 E Broadway Rd | 85282 | 480-966-9080 | AZ | Rucker Restaurant Holdings, LLC | ANGELINA | GALAVIZ |
| Tempe | 1112 | 901 E Curry Rd | 85281 | 480-966-8367 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Tempe | 1120 | 850 E Guadalupe Rd | 85283 | 480-730-9888 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Tempe | 1158 | 3102 S Mill Ave | 85282 | 480-894-1077 | AZ | Calzona Foods, Inc. | JOE | ESPINOSA |
| Tempe | 1197 | 2145 E University Dr | 85281 | 480-894-8419 | AZ | CMAZ, LLC | ADEL | FARAG |
| Tempe | 1594 | 1350 W Broadway Rd | 85281 | 480-247-9933 | AZ | Stine Enterprises, Inc. | ADAM | STINE |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Tolleson | 1108 | 8302 W Lynwood St | 85353 | 623-936-6259 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Tolleson | 1561 | 9840 W Lower Buckeye Rd | 85353 | 623-936-1801 | AZ | Stine Enterprises, Inc. | STEVE | STINE |
| Tucson | 133 | 4455 E Broadway Blvd | 85711 | 520-326-8108 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1106 | 7910 E Speedway Blvd | 85710 | 520-298-3002 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1111 | 4450 1st Ave | 85719 | 520-888-8846 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1127 | 305 W Grant Rd | 85705 | 520-629-0401 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1155 | 3121 N Campbell Ave | 85719 | 520-325-3941 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1157 | 550 W Valencia Rd | 85706 | 520-889-4422 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1166 | 1195 S Craycroft Rd | 85711 | 520-790-3156 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1167 | 4949 N Oracle Rd | 85704 | 520-887-8770 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1168 | 3397 S 6th Ave | 85713 | 520-203-7153 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1173 | 3326 E Grant Rd | 85716 | 520-326-8711 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1174 | 1202 W St Marys Rd | 85745 | 520-623-4957 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1505 | 5000 E Valencia Rd | 85756 | 520-664-2246 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1551 | 2985 W Valencia Rd | 85746 | 520-883-7484 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1557 | 6380 E Golf Links Rd | 85730 | 520-790-3003 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1571 | 9530 E 22nd St | 85748 | 520-751-1881 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1653 | 3749 S Mission Rd | 85713 | 520-209-1880 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1656 | 4479 W Ina Rd | 85741 | 520-812-7865 | AZ | I Chief, LLC | SHAWN | SHAH |
| Tucson | 1657 | 1055 N Park Ave | 85719 | 520-771-8864 | AZ | I Chief, LLC | SHAWN | SHAH |
| Wellton | 1569 | 28882 Commerce Way | 85356 | 928-785-9218 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Youngtown | 1546 | 11101 Nw Grand Ave | 85363 | 623-523-0211 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Yuma | 1137 | 2325 32nd St | 85364 | 928-726-3641 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Yuma | 1161 | 151 W 16th St | 85364 | 928-783-5780 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Yuma | 1164 | 3023 S 4th Ave | 85364 | 928-344-4320 | AZ | Stine Enterprises, Inc. | ADAM | STINE |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Yuma | 1532 | 6440 E 32nd St | 85364 | 928-344-6697 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Yuma | 1562 | 1244 S Castle Dome Ave | 85365 | 928-329-0745 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Yuma | 1585 | 3951 S Avenue 3 E | 85365 | 928-726-0981 | AZ | Stine Enterprises, Inc. | ADAM | STINE |
| Acton | 3304 | 3830 W Sierra Hwy | 93510 | 661-269-2635 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Agoura | 181 | 5033 N Kanan Rd | 91301 | 818-889-1653 | CA | Newco Foods, Inc. | SUDESH | SOOD |
| Alameda | 432 | 1257 Park St | 94501 | 510-522-8865 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| Alameda | 437 | 1826 Webster St | 94501 | 510-523-6396 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| Alhambra | 3346 | 2531 W Valley Blvd | 91803 | 626-299-1976 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| Alpine | 3087 | 2754 Alpine Blvd | 91901 | 619-714-2669 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Altadena | 364 | 2305 N Lake Ave | 91001 | 626-791-5402 | CA | Bromley Foods, Inc. | HEATHER | GOSS |
| American Canyon | 4334 | 107 W American Canyon Rd | 94503 | 707-644-1543 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Anaheim | 223 | 2793 W Ball Rd | 92804 | 714-220-9175 | CA | BanEm, LLC | JOHN | MAKI |
| Anaheim | 231 | 100 S State College Blvd | 92806 | 714-758-9325 | CA | Graffius Food Services, Inc. | KAREN | GRAFFIUS |
| Anaheim | 3165 | 2210 S Harbor Blvd | 92802 | 657-272-8030 | CA | Graffius Enterprises, Inc. | MARK | GRAFFIUS |
| Anaheim | 3243 | 999 S Brookhurst St | 92804 | 714-778-1232 | CA | Central Group South, LLC | CEDRIC | FONG |
| Anaheim | 3258 | 290 W Lincoln Ave | 92805 | 714-533-0136 | CA | Graffius Food Services, Inc. | KAREN | GRAFFIUS |
| Anaheim | 3274 | 1155 N Euclid Ave | 92801 | 714-772-3740 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Anaheim | 3510 | 1101 N Magnolia Ave | 92801 | 714-484-4773 | CA | KIPER ENTERPRISES, INC. | GINO | PERUCCI |
| Anderson | 4368 | 2010 Arby Way | 96007 | 530-365-1765 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Antelope | 3404 | 7949 Watt Ave | 95843 | 916-334-1641 | CA | YP Jacks, LLC | DHARMESH | PATEL |
| Antioch | 3491 | 4801 Lone Tree Way | 94531 | 925-331-0470 | CA | AKKAM, INC. | ANIL | YADAV |
| Antioch | 4340 | 2705 Hillcrest Ave | 94531 | 925-732-6522 | CA | AKKAM, INC. | ANIL | YADAV |
| Apple Valley | 3232 | 21630 Bear Valley Rd | 92308 | 760-214-1713 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Apple Valley | 3326 | 20168 Us Highway 18 | 92307 | 760-946-2203 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Apple Valley | 5400 | 15818 Apple Valley Rd | 92307 | 760-946-1416 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Apple Valley | 5413 | 18901 Bear Valley Rd | 92308 | 760-475-8009 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Arcadia | 3516 | 164 E Live Oak Ave | 91006 | 626-254-9082 | CA | Square King Foods, Inc. | SAM | FONG |
| Arroyo Grande | 399 | 1208 Grand Ave | 93420 | 805-489-3668 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Artesia | 3190 | 18299 Pioneer Blvd | 90701 | 562-860-6657 | CA | Square King Foods, Inc. | SAM | FONG |
| Atascadero | 5418 | 9000 W Front St | 93422 | 805-462-9200 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Atwater | 589 | 1898 Bellevue Rd | 95301 | 209-358-5992 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Auburn | 471 | 13421 E Lincoln Way | 95603 | 530-888-0750 | CA | Devika Restaurants Inc. | DEV | SAGAR |
| Azusa | 3217 | 877 E Alosta Ave | 91702 | 626-969-1153 | CA | M & B Restaurant Group | GREG | GRIBBLE |
| Azusa | 3579 | 126 N Azusa Ave | 91702 | 626-334-7504 | CA | California Sunrise, Incorporated | GARREN | GRIEVE |
| Baker | 3394 | 72358 Baker Blvd | 92309 | 760-733-4814 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Bakersfield | 174 | 5656 California Ave | 93309 | 661-325-9067 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 176 | 3350 Stine Ave | 93309 | 661-397-6872 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 300 | 3002 Ming Ave | 93304 | 661-832-5942 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3162 | 5320 Olive Dr | 93308 | 661-393-3391 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 3199 | 1200 Oak St | 93304 | 661-861-8337 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3235 | 2220 Chester Ave | 93301 | 661-324-9330 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3236 | 416 Weedpatch Ln | 93307 | 661-363-0801 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3261 | 2611 N Oswell St | 93306 | 661-872-6520 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3271 | 4200 Chester Ave | 93301 | 661-325-6323 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3316 | 205 Trask St | 93314 | 661-764-6104 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 3327 | 2221 Panama Ln | 93307 | 661-397-2076 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 3368 | 8320 Rosedale Hwy | 93312 | 661-587-7616 | CA | Delano Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 3508 | 17081 Zachary Rd | 93308 | 661-392-1224 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 3535 | 19487 Highway 65 | 93308 | 661-399-9277 | CA | Delano Foods, LLC | EDDIE | NIEVES |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Bakersfield | 3543 | 4750 Gosford Rd | 93313 | 661-834-0190 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 3549 | 2111 Taft Hwy | 93313 | 661-837-0212 | CA | Delano Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 3576 | 10 Union Ave | 93307 | 661-861-0602 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 4355 | 2641 Mt Vernon Ave | 93306 | 661-872-9850 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 4384 | 11104 Olive Dr | 93312 | 661-589-3264 | CA | Delano Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 4385 | 6815 Stine Rd | 93313 | 661-832-7506 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 4392 | 11102 Brimhall Rd | 93312 | 661-589-5810 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 4396 | 3300 Buena Vista Rd Bldg H | 93311 | 661-664-5716 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 4398 | 147 S Oswell St | 93307 | 661-363-7921 | CA | JIB Central, LLC | LUIS | VELASCO |
| Bakersfield | 4407 | 2955 N Chester Ave | 93308 | 661-387-9454 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Bakersfield | 4419 | 1003 E California Ave | 93307 | 661-246-3695 | CA | YBR Enterprises Limited Partnership | PATRICE | ROUX |
| Baldwin Park | 5303 | 14611 Dalewood St | 91706 | 626-851-9875 | CA | California Sunrise, Incorporated | GARREN | GRIEVE |
| Baldwin Park | 5486 | 14021 Ramona Blvd | 91706 | 626-364-7717 | CA | Rising Valley Restaurants, LLC | GARREN | GRIEVE |
| Banning | 3233 | 6350 W Ramsey St | 92220 | 951-845-2399 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Banning | 5359 | 770 W Ramsey St | 92220 | 951-849-0702 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Barstow | 368 | 1370 E Main St | 92311 | 760-646-4149 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Barstow | 5470 | 421 Montara Rd | 92311 | 442-295-9533 | CA | Allied Restaurant Management, LLC | HAMID | SHARAFATIAN |
| Beaumont | 5405 | 89 S Beaumont Ave | 92223 | 951-769-2888 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |
| Bell | 242 | 4525 Florence Ave | 90201 | 323-771-9439 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Bell Gardens | 5448 | 6801 Eastern Ave. | 90201 | 323-773-1156 | CA | Sage Restaurants LLC | WILFREDO | HERRERA |
| Bellflower | 3192 | 10205 E Rosecrans Ave | 90706 | 562-866-1636 | CA | Kigar, LLC | JAIME | GARCIA |
| Benicia | 3482 | 6001 Goodyear Rd | 94510 | 707-751-0371 | CA | Napa Restaurants Inc. | BERYL | HAROAN |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Berkeley | 431 | 2197 San Pablo Ave | 94702 | 510-841-3574 | CA | Sksingh, Inc. | SARJEET | SINGH |
| Big Bear Lake | 362 | 40771 Village Dr | 92315 | 909-866-6436 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Bishop | 170 | 575 S Main St | 93514 | 760-475-7878 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Bloomington | 5492 | 10965 Cedar Ave | 92316 | 951-801-5889 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Blythe | 67 | 190 S Lovekin Blvd | 92225 | 760-922-3915 | CA | Stine Enterprises, Inc. | ADAM | STINE |
| Bonita | 68 | 4011 Bonita Rd | 91902 | 619-475-8201 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Bonsall | 3009 | 5256 S Mission Rd | 92003 | 760-945-0472 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Brawley | 62 | 315 W Main St | 92227 | 760-344-2940 | CA | Stine Enterprises, Inc. | ADAM | STINE |
| Brawley | 3063 | 1684 E Main St | 92227 | 760-351-0330 | CA | Stine Enterprises, Inc. | ADAM | STINE |
| Brea | 3251 | 315 S Brea Blvd | 92821 | 714-529-2361 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Brentwood | 4349 | 60 Technology Way | 94513 | 925-392-8443 | CA | Ara Hospitality Services Inc. | SUSHMA | GUPTA |
| Brentwood | 4399 | 3191 Balfour Rd | 94513 | 925-306-4190 | CA | AKKAM, INC. | ANIL | YADAV |
| Buellton | 5411 | 250 E Highway 246 | 93427 | 805-688-6886 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Buena Park | 158 | 6865 La Palma Ave | 90620 | 714-994-0772 | CA | Square King Foods, Inc. | SAM | FONG |
| Buena Park | 166 | 5460 Beach Blvd | 90621 | 714-522-5308 | CA | Jokar Enterprises, Inc. | MARK | GRAFFIUS |
| Buena Park | 3207 | 5990 Orangethorpe Ave | 90620 | 714-670-8412 | CA | Square King Foods, Inc. | SAM | FONG |
| Calabasas | 3191 | 26510 Agoura Rd | 91302 | 818-880-9253 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Calexico | 3052 | 1071 Birch St | 92231 | 760-768-8498 | CA | Stine Enterprises, Inc. | ADAM | STINE |
| Calexico | 3055 | 1791 Maggio Rd | 92231 | 760-357-9815 | CA | Stine Enterprises, Inc. | ADAM | STINE |
| Calexico | 3057 | 832 W Birch St | 92231 | 760-357-6508 | CA | Stine Enterprises, Inc. | ADAM | STINE |
| Calimesa | 3550 | 1199 7th St | 92320 | 909-795-8112 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Calimesa | 5483 | 1016 Cherry Valley Blvd | 92320 | 909-795-0795 | CA | LA Food Express, LLC | HAI | ZAIDUL |
| Camarillo | 3247 | 4901 Verdugo Way | 93012 | 805-987-5159 | CA | Newco Foods, Inc. | SUDESH | SOOD |
| Camarillo | 3259 | 1650 Daily Dr | 93010 | 805-484-9443 | CA | Newco Foods, Inc. | SUDESH | SOOD |
| Campbell | 411 | 1737 S Bascom Ave | 95008 | 408-377-7074 | CA | Sksingh, Inc. | SARJEET | SINGH |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Campbell | 412 | 1450 W Campbell Ave | 95008 | 408-378-0621 | CA | Sksingh, Inc. | SARJEET | SINGH |
| Campbell | 426 | 1301 Camden Ave | 95008 | 669-289-3296 | CA | South Bay Jack, Inc. | MIKE | FLORES |
| Campbell | 496 | 510 W Hamilton Ave | 95008 | 408-866-0131 | CA | Sksingh, Inc. | SARJEET | SINGH |
| Canoga Park | 310 | 20840 Roscoe Blvd | 91306 | 818-998-4295 | CA | Newco Foods, Inc. | SUDESH | SOOD |
| Canoga Park | 348 | 7264 Topanga Canyon Blvd | 91303 | 818-347-8353 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Canoga Park | 3308 | 6800 De Soto Ave | 91303 | 818-313-9459 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Canyon Country | 187 | 18955 W Soledad Cyn Rd | 91351 | 661-252-4321 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Carlsbad | 36 | 901 Carlsbad Village Dr | 92008 | 760-434-7141 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Carlsbad | 3006 | 7050 Avenida Encinas | 92009 | 760-438-1461 | CA | Ocean Restaurant Group, Inc. | GARREN | GRIEVE |
| Carmichael | 494 | 5845 Marconi Ave | 95608 | 916-487-6876 | CA | Devika Restaurants Inc. | DEV | SAGAR |
| Carson | 180 | 20423 Avalon Blvd | 90746 | 310-515-1861 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Carson | 273 | 23813 Avalon Blvd | 90745 | 310-830-2621 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Carson | 3255 | 111 E 223rd St | 90745 | 310-518-3025 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Carson | 3525 | 939 E Carson St | 90745 | 310-522-5696 | CA | JVS Foods, Inc. | VICKY | SU |
| Carson | 5310 | 319 E Albertoni St | 90746 | 310-217-0882 | CA | Jushen Restaurants, Inc. | PRIYA | DHILLON |
| Carson | 5369 | 22220 Wilmington Ave | 90745 | 310-522-0725 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Castaic | 3208 | 31769 The Old Rd | 91384 | 661-425-0947 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Castaic | 5389 | 28090 N Hasley Canyon Rd | 91384 | 661-775-9360 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Castro Valley | 419 | 3035 Castro Valley Rd | 94546 | 510-537-1540 | CA | Kahani Restaurants LLC | | Silva |
| Cathedral City | 3279 | 34-311 Date Palm Dr | 92234 | 760-770-4504 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Cathedral City | 5397 | 68020 Vista Chino | 92234 | 760-327-0580 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Chatsworth | 5456 | 9855 Mason Ave | 91311 | 747-202-0303 | CA | Sood Enterprises, Inc. | USHA | SOOD |
| Chico | 446 | 500 Broadway St | 95928 | 530-893-5198 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Chico | 549 | 2542 Esplanade | 95973 | 530-894-6910 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Chico | 4350 | 1955 20th St | 95928 | 530-894-2559 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Chino Hills | 178 | 14864 Pipeline Ave | 91709 | 909-597-8995 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Chino Hills | 3246 | 13850 Peyton Dr | 91709 | 909-270-3301 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |
| Chino Hills | 3537 | 6570 Butterfield Ranch Rd | 91709 | 909-606-8003 | CA | Las Malvinas, Inc. | ALEX | CARCAVALLO |
| Chowchilla | 5215 | 305 Prosperity Blvd | 93610 | 559-972-6513 | CA | Yosi Foods, LLC | BEN | NEMATZADEH |
| Chula Vista | 15 | 802 3rd Ave | 91911 | 619-425-1791 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Chula Vista | 63 | 1408 3rd Ave | 91911 | 619-420-3902 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Chula Vista | 86 | 5 N 4th Ave | 91910 | 619-426-0533 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Chula Vista | 3070 | 947 Otay Lake Rd | 91913 | 619-216-3070 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Chula Vista | 3072 | 925 Eastlake Parkway | 91914 | 619-482-3072 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Chula Vista | 3078 | 2015 Birch Rd, Ste 2700 | 91915 | 619-421-3078 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Citrus Heights | 489 | 6131 Greenback Ln | 95621 | 916-722-2600 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Citrus Heights | 4323 | 7807 Sunrise Blvd | 95610 | 916-726-1028 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| City Of Industry | 5361 | 13361 Crossroads Pkwy N | 91746 | 562-695-5651 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Clearlake | 4314 | 15945 Dam Rd | 95422 | 707-994-4387 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Clovis | 3567 | 1680 Herndon Ave | 93611 | 559-314-0444 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Clovis | 5440 | 3120 Fowler Ave | 93611 | 559-577-1358 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Coachella | 5344 | 52144 Cesar Chavez St | 92236 | 760-398-9727 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Colton | 3293 | 1191 S Mt Vernon Ave | 92324 | 909-572-3025 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Colton | 3585 | 1199 N Mt Vernon Ave | 92324 | 909-219-5864 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Colton | 5318 | 2780 S Iowa Ave | 92324 | 951-369-7086 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Colton | 5370 | 756 W Valley Blvd | 92324 | 909-572-3066 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| Colton | 5477 | 1602 W Valley Blvd | 92324 | 909-433-0275 | CA | LA Food Express, LLC | HAI | ZAIDUL |
| Commerce | 3160 | 5555 E Washington Blvd | 90040 | 323-722-2066 | CA | Ocean Restaurant Group, Inc. | GARREN | GRIEVE |
| Commerce | 3254 | 7503 E Slauson Ave | 90040 | 323-890-2945 | CA | Jushen Restaurants, Inc. | PRIYA | DHILLON |
| Compton | 240 | 701 E Rosecrans Ave | 90221 | 310-608-1083 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Compton | 253 | 115 N Central Ave | 90220 | 310-603-8728 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Concord | 410 | 1710 Monument Blvd | 94520 | 925-822-3302 | CA | Aries Hospitality Services, Inc. | SUSHMA | GUPTA |
| Concord | 443 | 4740 Clayton Rd | 94521 | 925-682-1275 | CA | Aries Hospitality Services, Inc. | SUSHMA | GUPTA |
| Concord | 4400 | 1051 Willow Pass Ct | 94520 | 925-466-3369 | CA | AKKAM, INC. | ANIL | YADAV |
| Corning | 3489 | 3098 99W Corning | 96021 | 530-824-4390 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Corona | 360 | 1501 W 6th St | 92882 | 951-734-0354 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Corona | 3200 | 4715 Green River Rd | 92880 | 951-272-0841 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Corona | 3276 | 2296 Griffin Way | 92879 | 951-272-3761 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Corona | 3292 | 1180 E Ontario Ave | 92881 | 951-898-7907 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Corona | 3557 | 2711 Green River Rd | 92882 | 951-272-2037 | CA | JDC Food Services, Inc. | CARYN | OCHOA |
| Corona | 5340 | 784 N Main St | 92880 | 951-739-7780 | CA | JDC Food Services, Inc. | CARYN | OCHOA |
| Corona | 5349 | 1315 Magnolia Ave Ste 102 | 92879 | 951-278-9764 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Coronado | 3081 | 3238 Guadalcanal Rd | 92118 | 619-437-9238 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Costa Mesa | 243 | 2235 Harbor Blvd | 92627 | 949-548-7027 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Costa Mesa | 246 | 1205 Baker St | 92626 | 714-313-4989 | CA | GCP Enterprises, Inc. | GINO | PERUCCI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Costa Mesa | 284 | 385 E 17th St | 92627 | 949-548-7047 | CA | Graffius Food Services, Inc. | KAREN | GRAFFIUS |
| Costa Mesa | 3509 | 2602 Newport Blvd | 92627 | 949-631-0282 | CA | KIPER ENTERPRISES, INC. | GINO | PERUCCI |
| Covina | 320 | 1052 N Grand Ave | 91724 | 626-364-7448 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |
| Covina | 3325 | 912 N Azusa Ave | 91722 | 626-331-8301 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Covina | 5424 | 535 S Citrus Ave | 91723 | 626-967-7622 | CA | M & B Restaurant Group | GREG | GRIBBLE |
| Crescent City | 4327 | 1233 6th St | 95531 | 707-465-3763 | CA | Indmex Corporation | KARAN | GOGRI |
| Culver City | 234 | 5400 Sepulveda Blvd | 90230 | 310-397-4931 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Cupertino | 490 | 1451 S De Anza Blvd | 95014 | 408-515-4760 | CA | JIB Restaurant Group, Inc. | BILL | HSIA |
| Cypress | 5428 | 4901 Lincoln Ave | 90630 | 714-952-1632 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Davis | 467 | 337 G St | 95616 | 530-298-7910 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Del Mar | 81 | 2690 Del Mar Heights Rd | 92014 | 858-755-2828 | CA | MZM Foods, Inc. | ZAK | SAMAAN |
| Del Rey Oaks | 3478 | 435 Canyon Del Rey Blvd | 93940 | 831-293-7390 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Delano | 3328 | 14398 County Line Rd | 93215 | 661-721-1132 | CA | Delano Foods, LLC | EDDIE | NIEVES |
| Desert Hot Springs | 5328 | 22600 Palm Dr | 92240 | 760-329-4991 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Diamond Bar | 3216 | 1165 S Diamond Bar Blvd | 91765 | 909-861-3562 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Dinuba | 3446 | 2100 E El Monte Way | 93618 | 559-591-3505 | CA | VTP Enterprises | PATRICE | ROUX |
| Dixon | 3454 | 150 Dorset Dr | 95620 | 707-678-3045 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Downey | 218 | 7905 E Imperial Hwy | 90242 | 562-862-1958 | CA | Square King Foods, Inc. | SAM | FONG |
| Downey | 3154 | 10037 Lakewood Blvd | 90240 | 562-923-1934 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Downey | 3186 | 9501 Imperial Hwy | 90242 | 562-803-7900 | CA | Kigar, LLC | JAIME | GARCIA |
| Downey | 3511 | 8136 Telegraph Blvd | 90240 | 562-776-6038 | CA | Jushen Restaurants, Inc. | PRIYA | DHILLON |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Downey | 5451 | 9511 Firestone Blvd | 90241 | 562-923-6690 | CA | Square King Foods, Inc. | SAM | FONG |
| Dublin | 462 | 7265 Village Pkwy | 94568 | 925-230-8290 | CA | Gogris Corporation | SHILPA | GOGRI |
| Dunnigan | 3465 | 3970 County Rd 89 | 95937 | 530-724-4022 | CA | Devika Restaurants Inc. | DEV | SAGAR |
| Eagle Rock | 326 | 4470 Eagle Rock Blvd | 90041 | 323-259-3154 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Echo Park | 3348 | 1710 Glendale Blvd | 90026 | 323-661-7225 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| El Cajon | 7 | 393 W Main St | 92020 | 619-447-2520 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cajon | 32 | 495 N 2nd St | 92021 | 619-440-8286 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cajon | 54 | 2733 Navajo Rd | 92020 | 619-697-3957 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cajon | 78 | 140 Broadway | 92021 | 619-442-4747 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cajon | 3003 | 2461 Jamacha Rd | 92019 | 619-444-1086 | CA | Charles J. Stauffer | CHUCK | STAUFFER |
| El Cajon | 3033 | 14039 Highway 8 Business | 92021 | 619-938-1940 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cajon | 3050 | 350 E Chase Ave | 92020 | 619-401-9631 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cajon | 3064 | 1700 E Main St | 92021 | 619-441-2564 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| El Cerrito | 572 | 5920 Cutting Blvd | 94530 | 510-236-9195 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| El Dorado Hills | 3439 | 1023 Saratoga Way | 95762 | 916-933-5764 | CA | Vanmel, Inc. | ANIL | YADAV |
| El Monte | 3211 | 1933 Durfee Ave | 91733 | 626-444-8029 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| El Monte | 3256 | 10699 Valley Blvd | 91731 | 626-444-3629 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |
| El Monte | 5346 | 11780 Ramona Blvd | 91732 | 626-279-7549 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| El Sobrante | 418 | 4080 San Pablo Dam Rd | 94803 | 510-223-3354 | CA | ARGO Hospitality Services, Inc. | SUSHMA | GUPTA |
| Elk Grove | 3436 | 9179 Elk Grove Florin Rd | 95624 | 916-685-2520 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Elk Grove | 3438 | 4820 Laguna Blvd | 95758 | 279-895-9012 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Elk Grove | 4440 | 9620 E Stockton Blvd | 95624 | 916-685-1901 | CA | Anand, Inc. | DHARMESH | PATEL |
| Encinitas | 97 | 1439 Encinitas Blvd | 92024 | 760-943-1134 | CA | Ocean Restaurant Group, Inc. | GARREN | GRIEVE |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Escondido | 75 | 550 W Mission Ave | 92025 | 760-745-7785 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Etiwanda | 5373 | 12340 Highland Ave Ste B | 91739 | 909-646-9512 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Eureka | 4317 | 1620 Broadway | 95501 | 707-407-0627 | CA | Indmex Corporation | KARAN | GOGRI |
| Fair Oaks | 521 | 8100 Greenback Ln | 95628 | 916-723-5947 | CA | Devika Restaurants Inc. | DEV | SAGAR |
| Fairfield | 451 | 1980 N Texas St | 94533 | 707-426-5039 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Fairfield | 568 | 1965 W Texas St | 94533 | 707-429-2772 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Fairfield | 3455 | 107 Red Top Rd | 94534 | 707-863-9781 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Fallbrook | 66 | 1465 S Mission Rd | 92028 | 760-723-8565 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Farmersville | 5401 | 1662 N Farmersville Blvd | 93223 | 559-747-5000 | CA | VTP Enterprises | PATRICE | ROUX |
| Folsom | 3442 | 9550 Greenback Ln | 95630 | 916-988-3927 | CA | Vanmel, Inc. | ANIL | YADAV |
| Folsom | 3452 | 401 Blue Ravine Rd | 95630 | 916-983-2107 | CA | Vanmel, Inc. | ANIL | YADAV |
| Fontana | 3370 | 3910 Sierra Ave | 92336 | 909-429-0170 | CA | North Star Food Services, Inc. | GREG | GRIBBLE |
| Fontana | 3554 | 13449 Baseline Ave | 92336 | 909-463-6434 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Fontana | 5385 | 15274 Summit Ave | 92336 | 909-803-5849 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Fontana | 5465 | 7261 Citrus Ave | 92336 | 909-401-7503 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Fontana | 5469 | 17020 S Highland Ave | 92336 | 909-574-4816 | CA | WHG Restaurant Group, Inc. | GREG | GRIBBLE |
| Fowler | 4415 | 206 S 10th St | 93625 | 559-344-0750 | CA | Yosi Foods, LLC | BEN | NEMATZADEH |
| Freedom | 3487 | 1700 Freedom Blvd | 95019 | 831-288-1281 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Fremont | 402 | 36848 Fremont Blvd | 94536 | 341-356-6153 | CA | Parivar, Inc. | ANIL | YADAV |
| Fremont | 425 | 41115 Fremont Blvd | 94538 | 510-656-9535 | CA | Parivar, Inc. | ANIL | YADAV |
| Fremont | 529 | 46351 Mission Blvd | 94539 | 510-358-8500 | CA | AKKAM, INC. | ANIL | YADAV |
| Fremont | 598 | 34701 Ardenwood Blvd | 94555 | 510-796-5972 | CA | Parivar, Inc. | ANIL | YADAV |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Fremont | 3461 | 43921 Osgood Rd | 94539 | 510-353-9739 | CA | Parivar, Inc. | ANIL | YADAV |
| Fremont | 4328 | 5533 Stevenson Blvd | 94538 | 510-490-3249 | CA | Parivar, Inc. | ANIL | YADAV |
| Fremont | 4366 | 40015 Mission Blvd | 94539 | 510-573-4430 | CA | Gogris J4366 Corporation | KARAN | GOGRI |
| Fresno | 441 | 2124 N Blackstone Hwy | 93703 | 559-224-6431 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 507 | 3025 E Shaw Ave | 93710 | 559-292-7754 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 509 | 3110 E Tulare St | 93702 | 559-237-2833 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 526 | 2195 W Shaw Ave | 93711 | 559-229-4247 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 538 | 6720 N Blackstone Ave | 93710 | 559-432-2826 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 582 | 4968 East Cesar Chavez Blvd | 93727 | 559-251-5070 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 3294 | 3085 E Central Ave | 93725 | 559-237-6189 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 3295 | 8008 N Cedar Ave | 93720 | 559-324-1822 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 3398 | 1167 N Clovis Ave | 93727 | 559-453-2871 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 3530 | 3058 W Clinton Ave | 93722 | 559-275-4237 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 5379 | 6759 N Milburn Ave | 93722 | 559-449-0424 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fresno | 5435 | 1405 W. Olive Ave | 93708 | 559-476-1902 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Fullerton | 262 | 2315 W Orangethorpe Ave | 92833 | 714-992-1793 | CA | KIPER ENTERPRISES, INC. | GINO | PERUCCI |
| Fullerton | 394 | 1010 N Harbor Blvd | 92832 | 714-526-0235 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Fullerton | 3244 | 235 E Orangethorpe Ave | 92832 | 714-578-0451 | CA | JVS Foods, Inc. | VICKY | SU |
| Fullerton | 3277 | 439 E Imperial Hwy | 92835 | 714-871-1926 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Fullerton | 5395 | 751 N Placentia Ave | 92831 | 714-993-3814 | CA | Square King Foods, Inc. | SAM | FONG |
| Galt | 4367 | 10390 Twin Cities Rd | 95632 | 209-730-0325 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Garden Grove | 173 | 13282 Harbor Blvd | 92843 | 714-537-5133 | CA | Graffius Food Services, Inc. | KAREN | GRAFFIUS |
| Garden Grove | 195 | 12107 Euclid St | 92840 | 714-530-5285 | CA | Graffius Food Services, Inc. | KAREN | GRAFFIUS |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Garden Grove | 3242 | 8971 Garden Grove Blvd | 92844 | 714-537-1783 | CA | KIPER ENTERPRISES, INC. | GINO | PERUCCI |
| Garden Grove | 5475 | 12103 Valley View St | 92845 | 714-379-5949 | CA | Makar Foods, Inc. | TIMOTHY | CRANKSHAW |
| Gardena | 3260 | 13510 Western Ave | 90249 | 310-538-5561 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Gardena | 3283 | 1000 W Rosecrans Ave | 90247 | 310-817-4980 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Gardena | 3542 | 1099 W Artesia Blvd | 90248 | 310-532-3528 | CA | LIHWA Group, Inc. | ERH-MEI | SU |
| Gilroy | 478 | 7895 Monterey Rd | 95020 | 408-713-1456 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Gilroy | 3458 | 5900 Travel Park Cir | 95020 | 669-305-0802 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Gilroy | 4369 | 7110 Camino Arroyo | 95020 | 669-250-8296 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Glendale | 325 | 1131 Colorado St | 91205 | 818-240-0450 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Glendale | 342 | 1200 W Glenoaks Blvd | 91201 | 818-956-0470 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Glendale | 3170 | 805 N Pacific Ave | 91203 | 818-247-0717 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Goleta | 159 | 6875 Hollister Ave | 93117 | 805-685-8552 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Granada Hills | 333 | 17744 Chatsworth St | 91344 | 818-363-9013 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Granada Hills | 349 | 16945 San Fernando Mission | 91344 | 747-300-8273 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Grass Valley | 583 | 1801 E Main St | 95945 | 530-270-0234 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Hacienda Heights | 324 | 1159 S Hacienda Blvd | 91745 | 626-330-3608 | CA | PCH Venture Group East, Inc. | LEE | SU |
| Hanford | 563 | 1518 N 11th Ave | 93230 | 559-582-6382 | CA | JIB Central, LLC | LUIS | VELASCO |
| Hanford | 5343 | 1650 W Lacey Blvd | 93230 | 559-584-7886 | CA | JIB Central, LLC | LUIS | VELASCO |
| Hawaiian Gardens | 380 | 12150 Carson St | 90716 | 562-496-0540 | CA | BB 2008 Inc. | LEE | SU |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Hawthorne | 383 | 5016 El Segundo Blvd | 90250 | 310-644-0027 | CA | Tri-P's Management Corporation | CEDRIC | PRICE |
| Hayward | 424 | 25198 Hesperian Blvd | 94545 | 510-876-5475 | CA | Gogris J424 Corporation | KARAN | GOGRI |
| Hayward | 447 | 24175 Mission Blvd | 94544 | 510-314-0920 | CA | Gogris J447 Corporation | SHILPA | GOGRI |
| Hayward | 531 | 31005 Mission Blvd | 94544 | 510-487-6838 | CA | Gogris Corporation | SHILPA | GOGRI |
| Hayward | 3415 | 18555 Mission Blvd | 94541 | 510-317-7727 | CA | AVACC Corp | AHSAN | KHAN |
| Hayward | 3423 | 1490 W Winton Ave | 94545 | 510-264-1812 | CA | Kahani Restaurants LLC | | Silva |
| Hemet | 168 | 1595 E Florida Ave | 92544 | 951-260-0299 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Hemet | 3239 | 3111 W Florida Ave | 92545 | 951-260-0262 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Hemet | 5393 | 43150 E Florida Ave | 92544 | 951-927-2769 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Hercules | 3471 | 3800 San Pablo Ave Bldg A | 94547 | 510-964-0820 | CA | TJLM Food Services, Inc. | LAUREN | TOM |
| Hermosa Beach | 257 | 1160 Aviation Blvd | 90254 | 310-379-9173 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Hesperia | 182 | 17378 Main St | 92345 | 760-900-5595 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Hesperia | 3282 | 13137 Main St | 92345 | 760-244-6704 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Highland | 192 | 3653 E Highland Ave | 92346 | 909-864-0466 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| Highland | 5460 | 27734 Base Line St | 92346 | 909-425-4635 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |
| Highland Park | 354 | 6250 York Blvd | 90042 | 323-341-7052 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| Hollister | 3448 | 391 Mccray St | 95023 | 831-205-0780 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Hollywood | 385 | 1243 N Highland Ave | 90038 | 323-461-7605 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Huntington Beach | 191 | 15001 Edwards St | 92647 | 714-894-0078 | CA | Kigar, LLC | JAIME | GARCIA |
| Huntington Beach | 263 | 16311 Beach Blvd | 92647 | 714-841-4984 | CA | KIPER ENTERPRISES, INC. | GINO | PERUCCI |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Huntington Beach | 289 | 6042 Edinger Ave | 92647 | 714-846-2235 | CA | Kigar, LLC | JAIME | GARCIA |
| Huntington Beach | 377 | 18462 Beach Blvd | 92648 | 714-841-2325 | CA | KIPER ENTERPRISES, INC. | GINO | PERUCCI |
| Huntington Beach | 3385 | 19090 Brookhurst St | 92646 | 714-963-7772 | CA | Kigar, LLC | JAIME | GARCIA |
| Imperial Beach | 12 | 890 Palm Ave | 91932 | 619-424-6302 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Indio | 82 | 82210 Us Highway 111 | 92201 | 760-347-2188 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Indio | 3561 | 42250 Washington St | 92201 | 760-772-2658 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Indio | 5452 | 42550B Jackson St | 92203 | 760-342-9201 | CA | Allied Restaurant Management, LLC | HAMID | SHARAFATIAN |
| Inglewood | 232 | 4737 Imperial Hwy | 90304 | 310-673-5025 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Inglewood | 254 | 1127 W Manchester Blvd | 90301 | 310-337-1945 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Inglewood | 256 | 4069 W Century Blvd | 90304 | 310-419-8153 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Inglewood | 3500 | 11306 Crenshaw Blvd | 90303 | 323-242-9499 | CA | JVS Foods, Inc. | VICKY | SU |
| Inglewood | 5434 | 3107 W Manchester Blvd | 90305 | 323-789-6791 | CA | JVS Foods, Inc. | VICKY | SU |
| Inglewood | 5473 | 1220 Centinela Ave | 90302 | 424-331-9251 | CA | Sage Restaurants LLC | WILFREDO | HERRERA |
| Irvine | 3278 | 6565 Burt Rd | 92618 | 949-733-8031 | CA | Graffius Food Services, Inc. | MARK | GRAFFIUS |
| Irwindale | 3225 | 16000 Arrow Hwy | 91706 | 626-337-1684 | CA | California Sunrise, Incorporated | GARREN | GRIEVE |
| Jackson | 4336 | 11222 Old Mill Ln | 95642 | 209-223-7800 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Kerman | 5445 | 14761 W Whitesbridge Ave | 93630 | 559-846-0026 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Kettleman City | 3263 | 33313 Bernard Dr | 93239 | 559-386-4413 | CA | JIB Central, LLC | LUIS | VELASCO |
| La Canada | 303 | 2225 Foothill Blvd | 91011 | 818-957-1963 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| La Habra | 3298 | 1231 W Whittier Blvd | 90631 | 562-691-1945 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| La Mesa | 4 | 6987 University Ave | 91941 | 619-469-1639 | CA | Charles J. Stauffer | CHUCK | STAUFFER |
| La Mesa | 35 | 5141 Jackson Dr | 91941 | 619-697-3233 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| La Mesa | 3080 | 6110 Lake Murray Blvd | 91942 | 619-466-6080 | CA | N Farooqi Enterprises, LLC | NASIR | FAROOQI |
| La Puente | 319 | 14304 Amar Rd | 91744 | 626-918-7569 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| La Puente | 3333 | 1805 N Hacienda Blvd | 91744 | 626-918-9484 | CA | Ocean Restaurant Group, Inc. | GARREN | GRIEVE |
| La Puente | 5337 | 506 Workman Mill Rd | 91746 | 626-336-5853 | CA | Double G Partners | GARREN | GRIEVE |
| La Quinta | 3593 | 79724 Highway 111 | 92253 | 760-863-0350 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| La Verne | 5432 | 1090 Foothill Blvd | 91750 | 909-592-1027 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Lafayette | 429 | 3407 Mt Diablo Blvd | 94549 | 925-284-1371 | CA | Gogris Corporation | SHILPA | GOGRI |
| Laguna Beach | 296 | 1201 S Coast Hwy | 92651 | 949-494-9557 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Lake Elsinore | 5378 | 29993 Canyon Hills Rd | 92532 | 951-244-2649 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Lake Elsinore | 5472 | 2511 E Lakeshore Dr | 92530 | 951-674-6472 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Lake Forest | 387 | 23812 El Toro Rd | 92630 | 949-581-2883 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Lake Forest | 3287 | 22661 Lake Forest Dr | 92630 | 949-859-5785 | CA | GCP Enterprises, Inc. | CHRISTINA | PERUCCI |
| Lake Forest | 3546 | 20101 Lake Forest Dr | 92630 | 949-455-1228 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Lakeport | 3490 | 41 Soda Bay Rd | 95453 | 707-263-8063 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Lakeside | 58 | 12155 Woodside Ave | 92040 | 619-443-0161 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Lakewood | 214 | 5858 Del Amo Blvd | 90713 | 562-420-9971 | CA | Square King Foods, Inc. | SAM | FONG |
| Lakewood | 259 | 5747 Lakewood Blvd | 90712 | 562-602-1100 | CA | Big Fun Foods | KEVIN | TOWNSEND |
| Lakewood | 3386 | 11501 Carson St | 90715 | 562-202-9348 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| Lamont | 4397 | 9606 Weedpatch Hwy | 93241 | 661-845-4015 | CA | JIB Central, LLC | LUIS | VELASCO |
| Lancaster | 367 | 43628 W 10th St | 93534 | 661-426-4541 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Lancaster | 3300 | 2030 W Avenue K | 93536 | 661-677-4242 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Lancaster | 3562 | 2443 W Avenue I | 93536 | 661-726-3626 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Lancaster | 5309 | 1799 E Avenue J | 93535 | 661-949-8975 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Lathrop | 588 | 100 E Louise Ave | 95330 | 209-319-0670 | CA | Varris Management, Inc. | ANIL | YADAV |
| Lawndale | 239 | 15025 Hawthorne Blvd | 90260 | 310-644-3584 | CA | BB 2008 Inc. | LEE | SU |
| Lebec | 3194 | 8968 Grapevine Rd E | 93243 | 661-248-6807 | CA | JIB Central, LLC | LUIS | VELASCO |
| Lebec | 3273 | 73 Frazier Mountain Park Rd | 93243 | 661-248-2360 | CA | JIB Central, LLC | LUIS | VELASCO |
| Lemon Grove | 10 | 7979 Broadway | 91945 | 619-463-4800 | CA | PGC Foods, LLC | | Covarrubias |
| Lemon Grove | 3004 | 7015 Broadway | 91945 | 619-460-2529 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Lemoore | 517 | 31 E Hanford Armona Rd | 93245 | 559-924-0424 | CA | JIB Central, LLC | LUIS | VELASCO |
| Lincoln | 4313 | 455 Highway 65 | 95648 | 916-409-0571 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Livermore | 483 | 1817 1st St | 94550 | 925-447-4325 | CA | JB Restaurant #483, Inc. | LARRY | JONES |
| Livermore | 3419 | 6020 Industrial Way | 94551 | 925-606-0793 | CA | JB Restaurant #3419, Inc. | LARRY | JONES |
| Livermore | 3462 | 1650 N Livermore Ave | 94551 | 925-371-2950 | CA | JB Restaurant #3462, Inc. | LARRY | JONES |
| Livingston | 4351 | 400 Joseph Gallo Ct | 95334 | 209-394-8840 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Lodi | 493 | 419 W Lodi Ave | 95240 | 209-642-8842 | CA | Yadav, Inc. | ANIL | YADAV |
| Lodi | 4301 | 2425 Kettleman Ln | 95242 | 209-334-3875 | CA | Amanat, Inc. | ANIL | YADAV |
| Lomita | 152 | 2101 Palos Verdes Dr N | 90717 | 310-325-4552 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Lomita | 283 | 1724 W Pacific Coast Hwy | 90717 | 310-326-5225 | CA | PCH Venture Group, Inc. | ERH-MEI | SU |
| Lompoc | 390 | 539 N H St | 93436 | 805-735-1264 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Long Beach | 156 | 5601 Pacific Coast Hwy | 90804 | 562-494-4799 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Long Beach | 213 | 3399 E Pacific Coast Hwy | 90755 | 562-494-6740 | CA | Big Fun Foods | KEVIN | TOWNSEND |
| Long Beach | 216 | 2101 E Anaheim St | 90804 | 562-439-8958 | CA | LIHWA Group, Inc. | ERH-MEI | SU |
| Long Beach | 219 | 652 Atlantic Ave | 90802 | 562-436-5728 | CA | FEAST Foods, LLC | BEN | ERAMYA |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Long Beach | 271 | 3032 Palo Verde Ave | 90808 | 562-496-0741 | CA | Square King Foods, Inc. | SAM | FONG |
| Long Beach | 376 | 3980 E Ocean Blvd | 90803 | 562-439-6798 | CA | PCH Venture Group, Inc. | ERH-MEI | SU |
| Long Beach | 384 | 1190 E Pacific Coast Hwy | 90806 | 562-591-3868 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Long Beach | 3150 | 3605 Atlantic Ave | 90807 | 562-424-9050 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Long Beach | 3226 | 4170 Lakewood Blvd | 90808 | 562-496-4565 | CA | Big Fun Foods | KEVIN | TOWNSEND |
| Long Beach | 3238 | 2001 E Artesia Blvd | 90805 | 562-531-6894 | CA | Jushen Restaurants, Inc. | PRIYA | DHILLON |
| Long Beach | 3302 | 1720 W Pacific Coast Hwy | 90810 | 562-436-6850 | CA | PCH Venture Group East, Inc. | LEE | SU |
| Long Beach | 3573 | 6025 Long Beach Blvd | 90805 | 562-728-4499 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |
| Long Beach | 3597 | 5150 Atlantic Ave | 90805 | 562-423-2164 | CA | LMS Group, Inc. | LEE | SU |
| Long Beach | 5461 | 2550 N Lakewood Blvd | 90815 | 562-280-4104 | CA | Big Fun Foods | KEVIN | TOWNSEND |
| Los Alamitos | 5351 | 11250 Los Alamitos Blvd | 90720 | 562-598-6302 | CA | WHG Restaurant Group, Inc. | GREG | GRIBBLE |
| Los Altos | 421 | 4896 El Camino Real | 94022 | 408-515-5966 | CA | JIB Restaurant Group, Inc. | BILL | HSIA |
| Los Angeles | 151 | 5075 W Whittier Blvd | 90022 | 323-266-2449 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 224 | 12403 Washington Pl | 90066 | 310-397-4845 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Los Angeles | 228 | 805 W Manchester Ave | 90044 | 323-751-5074 | CA | Jumbo Fun Foods | KEVIN | TOWNSEND |
| Los Angeles | 229 | 2220 W Slauson Ave | 90043 | 323-298-0653 | CA | Tri-P's Management Corporation | CEDRIC | PRICE |
| Los Angeles | 233 | 8605 W Pico Blvd | 90035 | 310-652-8048 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Los Angeles | 270 | 4353 S Figueroa St | 90037 | 323-235-4345 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 279 | 1441 W Martin Luther King Blvd | 90062 | 323-290-2520 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 286 | 4965 Huntington Dr N | 90032 | 323-227-9759 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Los Angeles | 287 | 4407 S Central Ave | 90011 | 323-233-4440 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 290 | 2511 S Vermont Ave | 90007 | 323-730-1461 | CA | Sunrise Foods, LLC | RIJU | SOOD |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Los Angeles | 291 | 10701 Venice Blvd | 90034 | 310-836-2385 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Los Angeles | 292 | 4210 Crenshaw Blvd | 90008 | 323-293-0034 | CA | Tri-P's Management Corporation | CEDRIC | PRICE |
| Los Angeles | 293 | 465 S Fairfax Ave | 90036 | 323-936-7709 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Los Angeles | 294 | 10307 S Central Ave | 90002 | 323-564-7156 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 298 | 7120 S Broadway | 90003 | 323-751-5083 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 335 | 2521 Pasadena Ave | 90031 | 323-223-6094 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Los Angeles | 370 | 1135 N Mission Rd | 90033 | 313-223-6346 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Los Angeles | 389 | 459 S Vermont Ave | 90020 | 213-389-1023 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Los Angeles | 3161 | 11010 Pico Blvd | 90064 | 310-470-8581 | CA | BB 2008 Inc. | LEE | SU |
| Los Angeles | 3214 | 1615 S Broadway | 90015 | 213-748-7177 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Los Angeles | 3215 | 1900 W 6th St | 90057 | 213-483-1768 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Los Angeles | 3230 | 2120 W Pico Blvd | 90006 | 213-252-8209 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Los Angeles | 3339 | 1335 S Soto St | 90023 | 323-263-1450 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Los Angeles | 3343 | 4228 N Figueroa St | 90065 | 323-227-1710 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Los Angeles | 3345 | 5201 Wilshire Blvd | 90036 | 323-965-8102 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Los Angeles | 3507 | 1415 S Alameda St | 90021 | 213-746-8827 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Los Angeles | 5312 | 7201 S Western Ave | 90047 | 323-971-2114 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Los Angeles | 5352 | 12735 S Main St | 90061 | 323-820-1865 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Los Angeles | 5425 | 1000 W Slauson Ave | 90044 | 323-834-0199 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Los Angeles | 5455 | 6300 Santa Monica Blvd | 90038 | 323-645-7724 | CA | Sunrise Foods, LLC | RIJU | SOOD |
| Los Angeles | 9902 | 615 N Western | 90004 | | CA | Sunrise Foods, LLC | RIJU | SOOD |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Los Banos | 3451 | 1370 E Pacheco Blvd | 93635 | 209-829-0341 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Los Banos | 4389 | 1117 W Pacheco Blvd | 93635 | 209-829-0391 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Los Gatos | 434 | 15771 Los Gatos Blvd | 95032 | 408-356-1049 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Lost Hills | 188 | 21958 Highway 46 | 93249 | 661-797-2442 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Lynwood | 249 | 11390 Atlantic Ave | 90262 | 310-631-6933 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Madera | 524 | 950 N Gateway Dr | 93637 | 559-661-1412 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Madera | 5436 | 1545 E Yosemite Rd | 93638 | 559-664-5138 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Madera | 5441 | 1800 Howard Rd. | 93637 | 559-664-8920 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Malibu | 160 | 23017 Pacific Coast Hwy | 90265 | 310-456-8943 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Manteca | 498 | 1105 N Main St | 95336 | 209-239-9525 | CA | Varris Management, Inc. | ANIL | YADAV |
| Manteca | 3427 | 1081 S Main St | 95337 | 209-800-5574 | CA | Amanat, Inc. | ANIL | YADAV |
| Manteca | 4303 | 1310 E Yosemite Ave | 95336 | 209-278-0073 | CA | Amanat, Inc. | ANIL | YADAV |
| Marina | 3485 | 211 Reservation Rd | 93933 | 831-887-0500 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Martinez | 523 | 3955 Alhambra Ave | 94553 | 925-229-2288 | CA | TJLM Food Services, Inc. | LAUREN | TOM |
| Marysville | 488 | 810 E St | 95901 | 530-645-7233 | CA | YP Jacks, LLC | DHARMESH | PATEL |
| Maywood | 225 | 3700 E Slauson Ave | 90270 | 323-582-6622 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Menifee | 5347 | 26015 Newport Rd | 92584 | 951-672-0095 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Menifee | 5380 | 27256 Hwy 74 | 92585 | 951-438-0800 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Menifee | 5450 | 26670 McCall Blvd | 92586 | 951-239-4414 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Menlo Park | 3477 | 1401 Willow Rd | 94025 | 650-644-1220 | CA | South Bay Jack, Inc. | MIKE | FLORES |
| Merced | 465 | 595 W Olive Ave | 95348 | 209-723-2443 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Merced | 580 | 1270 V St | 95340 | 209-723-2465 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Merced | 5219 | 77 S Parsons Ave | 95341 | 209-990-9688 | CA | Yosi Foods, LLC | BEN | NEMATZADEH |
| Midway City | 277 | 15232 Beach Blvd | 92655 | 714-892-1039 | CA | FEAST Foods, LLC | BEN | ERAMYA |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Milpitas | 3411 | 1740 S Main St | 95035 | 408-956-8655 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Mira Loma | 3223 | 10960 Limonite Rd | 91752 | 951-272-3673 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Mission Viejo | 3188 | 28651 Marguerite Pkwy | 92692 | 949-364-9457 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Mission Viejo | 3335 | 25852 El Paseo | 92691 | 949-367-1909 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Mission Viejo | 3526 | 25800 Jeronimo Rd Ste 500 | 92691 | 949-768-7485 | CA | GCP Enterprises, Inc. | CHRISTINA | PERUCCI |
| Modesto | 442 | 2044 W Orangeburg Ave | 95350 | 209-521-5578 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Modesto | 487 | 2612 Coffee Rd | 95355 | 209-578-3151 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Modesto | 502 | 1239 Yosemite Blvd | 95354 | 209-232-1055 | CA | Amanat, Inc. | ANIL | YADAV |
| Modesto | 508 | 3430 Tully Rd Ste 65 | 95350 | 209-526-4355 | CA | Vansh, Inc. | ANIL | YADAV |
| Modesto | 543 | 1624 J St | 95354 | 209-900-5870 | CA | Amanat, Inc. | ANIL | YADAV |
| Modesto | 575 | 1800 Mchenry Ave | 95350 | 209-576-2486 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Modesto | 3445 | 2937 E Hatch Rd | 95351 | 209-538-4026 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Modesto | 3449 | 900 Oakdale Rd | 95355 | 209-578-1799 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Modesto | 3468 | 801 Kansas Ave | 95351 | 209-284-5700 | CA | Amanat, Inc. | ANIL | YADAV |
| Modesto | 3488 | 339 Paradise Ave | 95351 | 209-521-0194 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Modesto | 3494 | 3621 Yosemite Blvd | 95357 | 209-491-3689 | CA | Amanat, Inc. | ANIL | YADAV |
| Modesto | 4394 | 2301 Crows Landing Rd A | 95351 | 209-537-2955 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Mojave | 3318 | 15536 Highway 14 | 93501 | 661-824-5303 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Monrovia | 3250 | 100 W Duarte Rd | 91016 | 626-303-0695 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Monrovia | 5430 | 248 W Huntington Dr | 91016 | 626-357-8302 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Montclair | 193 | 9515 Central Ave | 91763 | 909-624-7625 | CA | Syed Enterprises, Inc. | SYED | SULTAN |
| Montclair | 5315 | 4565 Holt Blvd | 91763 | 909-447-1214 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Montebello | 245 | 108 N Garfield Ave | 90640 | 323-724-3764 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |
| Montebello | 255 | 706 W Beverly Blvd | 90640 | 323-722-0211 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Montebello | 3520 | 869 W Washington Blvd | 90640 | 323-722-6943 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Montebello | 5353 | 892 N Garfield Ave | 90640 | 323-724-3471 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |
| Monterey | 9014 | 889 Abrego St | 93940 | 831-275-3493 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Moorpark | 5391 | 538 W New Los Angeles Ave | 93021 | 805-553-9283 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Moreno Valley | 175 | 12477 Heacock St | 92553 | 909-474-7767 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Moreno Valley | 3349 | 23577 Sunnymead Ranch Pkwy | 92557 | 951-247-7483 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Moreno Valley | 5388 | 14485 Moreno Beach Dr | 92555 | 951-601-1594 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Moreno Valley | 5394 | 27030 Fir Ave | 92555 | 951-243-2551 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Moreno Valley | 5423 | 24985 Elder Ave | 92557 | 951-485-8020 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Morgan Hill | 560 | 17015 Condit Rd | 95037 | 408-763-5450 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Morgan Hill | 3479 | 15855 Monterey Rd | 95037 | 408-825-4970 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Mountain View | 453 | 200 W El Camino Real | 94040 | 650-964-4266 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Mountain View | 3425 | 510 N Shoreline Blvd | 94043 | 650-964-0937 | CA | JB Restaurant #3425, Inc. | LARRY | JONES |
| Murrieta | 3248 | 39878 Los Alamos Rd | 92562 | 951-698-6544 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Murrieta | 3369 | 24620 Madison Ave | 92562 | 951-696-5958 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Murrieta | 5368 | 39380 Murrieta Hot Springs Rd | 92563 | 951-698-6800 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Murrieta | 5407 | 33080 Antelope Rd | 92563 | 951-301-4101 | CA | DMSD Foods, Inc. | DAVID | BESHAY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Murrieta | 5439 | 27608 Clinton Keith Road | 92562 | 951-244-0439 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Napa | 435 | 1641 Trancas St | 94558 | 707-252-7015 | CA | Napa Restaurants Inc. | BERYL | HAROAN |
| Napa | 4362 | 850 W Imola Ave | 94559 | 707-690-4590 | CA | Reshiv, Inc. | ANIL | YADAV |
| National City | 80 | 3138 Plaza Blvd | 91950 | 619-470-1008 | CA | N Farooqi Properties, LLC | NASIR | FAROOQI |
| National City | 3049 | 700 Roosevelt Ave | 91950 | 619-477-5804 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Needles | 185 | 221 J St | 92363 | 760-326-4746 | CA | River Fast Foods, Inc. | ADEL | FARAG |
| Newark | 3481 | 39017 Cedar Blvd | 94560 | 510-574-0695 | CA | Amanat, Inc. | ANIL | YADAV |
| Newport Beach | 3171 | 4625 W Coast Hwy | 92663 | 949-650-1763 | CA | KIPER ENTERPRISES, INC. | CHRISTINA | PERUCCI |
| Norco | 198 | 2065 River Rd | 92860 | 951-734-0362 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Norco | 3212 | 1491 6th St | 92860 | 951-737-1496 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| North Highlands | 561 | 4990 Watt Ave | 95660 | 279-666-5903 | CA | Anand, Inc. | DHARMESH | PATEL |
| North Hollywood | 314 | 6551 Lankershim Blvd | 91606 | 818-763-3818 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| North Hollywood | 3183 | 12900 Sherman Way | 91605 | 818-982-5225 | CA | Sood Enterprises, Inc. | USHA | SOOD |
| North Palm Springs | 3388 | 6555 Indian Cyn | 92258 | 760-251-0206 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Northridge | 190 | 11216 Tampa Ave | 91326 | 818-368-9941 | CA | Ocean View Foods, Inc. | HEATHER | GOSS |
| Northridge | 307 | 8322 Balboa Blvd | 91325 | 818-345-6492 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Northridge | 317 | 19322 Roscoe Blvd | 91324 | 818-885-8149 | CA | Newco Foods, Inc. | SUDESH | SOOD |
| Northridge | 344 | 9433 Reseda Blvd | 91324 | 818-885-8261 | CA | Ocean View Foods, Inc. | HEATHER | GOSS |
| Norwalk | 217 | 12060 Rosecrans Ave | 90650 | 562-929-6531 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Norwalk | 288 | 11353 Firestone Blvd | 90650 | 562-929-0132 | CA | LMS Group, Inc. | LEE | SU |
| Norwalk | 3169 | 12603 Norwalk Blvd | 90650 | 562-868-5677 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Novato | 473 | 301 Enfrente Rd | 94949 | 415-883-8196 | CA | TJLM Food Services, Inc. | LAUREN | TOM |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Novato | 4382 | 7135 Redwood Blvd | 94945 | 415-878-0465 | CA | Reshiv, Inc. | ANIL | YADAV |
| Oakdale | 514 | 606 E F St | 95361 | 209-847-2598 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Oakhurst | 4372 | 40070 Highway 49 | 93644 | 559-658-6061 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Oakland | 413 | 6510 Telegraph Ave | 94609 | 510-547-5241 | CA | Dhillon & Hurtado Enterprises LLC | | Silva |
| Oakland | 420 | 2424 E International Blvd | 94601 | 510-261-1335 | CA | Dhillon & Hurtado Enterprises LLC | | Silva |
| Oakland | 433 | 4425 Telegraph Ave | 94609 | 510-652-2363 | CA | Dhillon & Hurtado Enterprises LLC | | Silva |
| Oakland | 533 | 532 Hegenberger Rd | 94621 | 510-632-3346 | CA | Dhillon & Hurtado Enterprises LLC | | Silva |
| Oakley | 578 | 2185 Main St | 94561 | 925-450-3100 | CA | AKKAM, INC. | ANIL | YADAV |
| Oceanside | 89 | 3808 Plaza Dr | 92056 | 760-941-0841 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Oceanside | 98 | 2474 Vista Way | 92054 | 760-966-0041 | CA | Ocean Restaurant Group, Inc. | GARREN | GRIEVE |
| Oceanside | 3026 | 4211 Oceanside Blvd | 92056 | 760-758-2964 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Oceanside | 3061 | 3909 Mission Ave | 92054 | 760-439-9852 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Oceanside | 3068 | 1900 Mission Ave | 92054 | 760-967-3971 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Ontario | 373 | 1551 E 4th St | 91764 | 909-984-3114 | CA | WHG Restaurant Group, Inc. | GREG | GRIBBLE |
| Ontario | 3381 | 2458 S Vineyard Ave | 91761 | 909-923-5743 | CA | North Star Food Services, Inc. | GREG | GRIBBLE |
| Ontario | 3384 | 4351 Ontario Mills Pkwy | 91764 | 909-484-4842 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Ontario | 3555 | 1840 Holt Blvd | 91761 | 909-395-9987 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Ontario | 3578 | 3500 E Philadelphia St | 91761 | 909-923-5966 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Ontario | 5330 | 800 S Mountain Ave Ste A | 91762 | 909-988-7568 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Ontario | 5345 | 2710 Riverside Dr | 91761 | 909-773-1706 | CA | North Star Food Services, Inc. | GREG | GRIBBLE |
| Ontario | 5360 | 4880 Motor Ln Bldg A | 91761 | 909-605-2705 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Ontario | 5371 | 1780 S Grove Ave | 91761 | 909-947-7049 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Orange | 196 | 2500 N Tustin St | 92865 | 714-998-1450 | CA | JDC Food Services, Inc. | CARYN | OCHOA |
| Orange | 282 | 3111 E Chapman Ave | 92869 | 714-532-5029 | CA | JDC Food Services, Inc. | CARYN | OCHOA |
| Orange | 3305 | 431 W Katella Ave | 92867 | 714-744-4129 | CA | Jokar Enterprises, Inc. | MARK | GRAFFIUS |
| Orange | 5390 | 3050 W Chapman Ave | 92868 | 714-634-3686 | CA | Makar Foods, Inc. | TIMOTHY | CRANKSHAW |
| Orcutt | 189 | 5001 Orcutt Rd | 93455 | 805-937-7771 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Oroville | 515 | 1797 Oro Dam Blvd | 95965 | 530-534-3032 | CA | YP Jacks, LLC | DHARMESH | PATEL |
| Otay Mesa | 3071 | 942 Dennery Rd | 92154 | 619-942-5444 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Oxnard | 3237 | 2580 E Vineyard Ave | 93036 | 805-485-0773 | CA | Caltex Foods, Inc. | MIKE | HERRICK |
| Oxnard | 3252 | 960 N Ventura Rd | 93030 | 805-485-8959 | CA | AmberJack Partners | HEATHER | GOSS |
| Oxnard | 3353 | 550 S Victoria Ave | 93035 | 805-985-2420 | CA | AmberJack Partners | HEATHER | GOSS |
| Palm Desert | 5363 | 36555 Cook St | 92211 | 760-773-3025 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Palm Springs | 3583 | 694 S Palm Canyon Dr | 92264 | 760-416-2543 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Palm Springs | 5381 | 5200 E Ramon Rd | 92264 | 760-325-4936 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Palmdale | 363 | 564 E Palmdale Blvd | 93550 | 661-378-1219 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Palmdale | 3352 | 570 W Avenue P | 93551 | 661-273-8261 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Palmdale | 3596 | 37070 47th St E | 93552 | 661-285-7382 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Palmdale | 5495 | 3861 W Rancho Vista Blvd. | 93551 | 661-964-5200 | CA | Allied Restaurant Management, LLC | HAMID | SHARAFATIAN |
| Palo Alto | 455 | 2280 El Camino Real | 94306 | 650-856-0350 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Panorama City | 306 | 15342 Roscoe Blvd | 91402 | 818-892-7059 | CA | Bromley Foods, Inc. | HEATHER | GOSS |
| Paramount | 215 | 8433 Alondra Blvd | 90723 | 562-408-4951 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Paramount | 3206 | 7930 Rosecrans Ave | 90723 | 562-633-6232 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Pasadena | 183 | 1415 E Colorado Blvd | 91106 | 626-792-7076 | CA | Ocean View Foods, Inc. | HEATHER | GOSS |
| Pasadena | 323 | 30 N Rosemead Blvd | 91107 | 626-304-9356 | CA | JYM Enterprises, Inc. | LISA | MAKI |
| Paso Robles | 171 | 2304 Spring St | 93446 | 805-238-9002 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Paso Robles | 3505 | 1900 Ramada Dr | 93446 | 805-226-8262 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Paso Robles | 4356 | 1499 Creston Rd | 93446 | 805-237-2514 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Paso Robles | 5414 | 2500 Golden Hill Rd | 93446 | 805-237-0779 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Patterson | 3460 | 15050 Rogers Rd | 95363 | 209-892-2206 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Petaluma | 484 | 837 E Washington St | 94952 | 707-763-3612 | CA | Shahmun Corporation | AHSAN | KHAN |
| Petaluma | 596 | 1401 N Mcdowell Blvd | 94954 | 707-664-1021 | CA | Shahmun Corporation | AHSAN | KHAN |
| Pico Rivera | 3175 | 6750 Rosemead Blvd | 90660 | 562-949-5097 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Pinole | 436 | 2689 Pinole Valley Rd | 94564 | 510-758-2346 | CA | TJLM Food Services, Inc. | LAUREN | TOM |
| Pismo Beach | 4363 | 334 Five Cities Dr | 93449 | 805-556-0580 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Placentia | 3203 | 797 W Orangethorpe Ave | 92870 | 714-572-3924 | CA | Jokar Enterprises, Inc. | MARK | GRAFFIUS |
| Placentia | 3253 | 1097 E Imperial Hwy | 92870 | 714-528-2960 | CA | Square King Foods, Inc. | SAM | FONG |
| Placentia | 3548 | 2097 E Orangethorpe Ave | 92870 | 657-208-2110 | CA | Graffy Foods, Inc. | MARK | GRAFFIUS |
| Placerville | 541 | 3945 Missouri Flat Rd | 95667 | 530-626-1898 | CA | YP Jacks, LLC | DHARMESH | PATEL |
| Pleasant Hill | 414 | 1817 Contra Costa Blvd | 94523 | 925-685-3542 | CA | AKKAM, INC. | ANIL | YADAV |
| Pleasanton | 476 | 4295 Valley Ave | 94566 | 925-462-3880 | CA | JB Restaurant #476, Inc. | LARRY | JONES |
| Pleasanton | 4365 | 1875 Valley Ave | 94566 | 925-485-6021 | CA | JB Restaurant #4365, Inc. | LARRY | JONES |
| Pomona | 164 | 100 E Holt Ave | 91767 | 909-620-5896 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Pomona | 197 | 101 W Foothill Blvd | 91767 | 909-596-0029 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Pomona | 3227 | 1670 W Mission Blvd | 91766 | 909-326-1322 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Pomona | 3320 | 2098 S Garey Ave | 91766 | 909-613-0425 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Pomona | 3547 | 2775 S Reservoir St | 91766 | 909-628-5010 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Pomona | 3587 | 1335 N Dudley St | 91768 | 909-622-1004 | CA | AMSU Financial, Inc. | SHAHID | CHAUDHRY |
| Port Hueneme | 5403 | 814 N Ventura Rd | 93041 | 805-483-9010 | CA | Caltex Foods, Inc. | MIKE | HERRICK |
| Porterville | 501 | 390 W Olive Ave | 93257 | 559-781-0155 | CA | JIB Central, LLC | LUIS | VELASCO |
| Porterville | 4337 | 1075 W Henderson Ave | 93257 | 559-788-2400 | CA | JIB Central, LLC | LUIS | VELASCO |
| Poway | 51 | 12424 Poway Rd | 92064 | 858-486-1170 | CA | QSC Ventures Inc. | CHUCK | STAUFFER |
| Ramona | 77 | 1056 Main St | 92065 | 760-789-6428 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Rancho Cordova | 499 | 10699 Folsom Blvd | 95670 | 279-895-7500 | CA | Vanmel, Inc. | ANIL | YADAV |
| Rancho Cucamonga | 3299 | 11767 Foothill Blvd | 91730 | 909-980-3441 | CA | M & B Restaurant Group | GREG | GRIBBLE |
| Rancho Cucamonga | 3522 | 8840 Foothill Blvd | 91730 | 909-944-3688 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| Rancho Cucamonga | 5300 | 10473 Alta Loma Dr | 91737 | 909-483-6335 | CA | AW Malik, Inc. | SHAHID | CHAUDHRY |
| Rancho Palos Verdes | 382 | 29317 S Western Ave | 90275 | 310-831-3509 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Rancho Santa Margarita | 3387 | 28592 Oso Pkwy | 92688 | 949-766-5980 | CA | KIPER ENTERPRISES, INC. | CHRISTINA | PERUCCI |
| Red Bluff | 3403 | 1075 S Main St | 96080 | 530-529-2805 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Redding | 3486 | 4085 Railroad Ave | 96001 | 530-244-3828 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Redding | 4361 | 800 E Cypress Ave | 96002 | 530-226-9478 | CA | Chico Foods, LLC | ASHEET | SHARMA |
| Redlands | 3177 | 605 E Redlands Blvd | 92373 | 909-633-7818 | CA | Halabian, Inc. | JOE | HALABIAN |
| Redlands | 3297 | 2062 W Redlands Blvd | 92373 | 909-253-1981 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Redlands | 5487 | 1248 Wabash Ave | 92359 | 909-810-1138 | CA | LA Food Express, LLC | HAI | ZAIDUL |
| Redwood City | 438 | 3199 El Camino Real | 94061 | 650-365-4655 | CA | JB Restaurant #438, Inc. | LARRY | JONES |
| Redwood City | 469 | 986 Woodside Rd | 94061 | 408-515-1327 | CA | SCH Restaurant Group, Inc. | BILL | HSIA |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Redwood City | 525 | 1205 Broadway St | 94063 | 408-515-1770 | CA | SCH Restaurant Group, Inc. | BILL | HSIA |
| Reedley | 3512 | 605 I St | 93654 | 559-637-7178 | CA | JIB Central, LLC | LUIS | VELASCO |
| Reseda | 5357 | 6820 Reseda Blvd | 91335 | 818-708-3501 | CA | Sood Enterprises, Inc. | NIKKI | SOOD |
| Rialto | 162 | 316 W Foothill Blvd | 92376 | 909-875-0890 | CA | Halabian, Inc. | JOE | HALABIAN |
| Ridgecrest | 3314 | 919 S China Lake Blvd | 93555 | 760-375-1953 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Ripon | 4348 | 1442 Colony Rd Ste B | 95366 | 209-599-5871 | CA | Varris Management, Inc. | ANIL | YADAV |
| Riverbank | 4344 | 2246 Patterson Rd | 95367 | 209-863-8924 | CA | Varris Management, Inc. | ANIL | YADAV |
| Riverside | 179 | 3981 Tyler St | 92503 | 951-689-8470 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Riverside | 345 | 5126 Arlington Ave | 92504 | 951-354-8859 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Riverside | 356 | 3521 Central Ave | 92506 | 951-698-0703 | CA | DCF Enterprises, LLC | DAVID | BESHAY |
| Riverside | 379 | 3434 14th St | 92501 | 951-226-0563 | CA | DCF Enterprises, LLC | DAVID | BESHAY |
| Riverside | 392 | 9195 Jurupa Rd | 92509 | 951-681-6161 | CA | Halabian, Inc. | JOE | HALABIAN |
| Riverside | 3164 | 7810 Limonite Ave | 92509 | 951-685-6720 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Riverside | 3193 | 10151 Ben Nevis Blvd | 92509 | 951-681-1189 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Riverside | 3213 | 3450 La Sierra Ave | 92503 | 951-687-7580 | CA | JDC Food Services, Inc. | CARYN | OCHOA |
| Riverside | 3266 | 19586 Van Buren Blvd | 92508 | 951-653-8443 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Riverside | 3518 | 5700 Sycamore Canyon Blvd | 92507 | 951-787-8079 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Riverside | 3581 | 3886 Chicago Ave | 92507 | 951-786-3974 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Riverside | 5467 | 1001 E Alessandro Blvd | 92508 | 951-653-5467 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Riverside | 5468 | 1115 W La Cadena Dr | 92501 | 951-289-9087 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Rocklin | 585 | 4410 Rocklin Rd | 95677 | 916-625-9383 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Rocklin | 3435 | 6691 Stanford Ranch Rd | 95677 | 916-625-9232 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Rohnert Park | 456 | 6299 Commerce Blvd | 94928 | 707-585-3515 | CA | TJLM Food Services, Inc. | LAUREN | TOM |
| Rosamond | 5339 | 3033 25th St W | 93560 | 661-256-5920 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Rosemead | 308 | 4216 N Rosemead Blvd | 91770 | 626-285-7984 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| Rosemead | 3504 | 820 San Gabriel Blvd | 91770 | 626-569-0363 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |
| Rosemead | 3566 | 3038 San Gabriel Blvd | 91770 | 626-569-0663 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |
| Roseville | 570 | 1923 Douglas Blvd | 95661 | 916-782-8003 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Roseville | 3426 | 8655 Auburn Blvd | 95661 | 916-729-5552 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Roseville | 4402 | 5150 Foothills Blvd | 95747 | 916-771-4402 | CA | Anand, Inc. | DHARMESH | PATEL |
| Rowland Heights | 346 | 18950 Colima Rd | 91748 | 626-913-7717 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Sacramento | 481 | 3500 Marconi Ave | 95821 | 916-481-2264 | CA | Anand, Inc. | DHARMESH | PATEL |
| Sacramento | 492 | 5800 Freeport Blvd | 95822 | 279-356-8522 | CA | Amanat, Inc. | ANIL | YADAV |
| Sacramento | 532 | 4849 Madison Ave | 95841 | 916-283-7550 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Sacramento | 548 | 2293 Arden Way | 95825 | 916-922-9569 | CA | Devika Restaurants Inc. | DEV | SAGAR |
| Sacramento | 566 | 5420 Stockton Blvd | 95820 | 279-895-9013 | CA | Anand, Inc. | DHARMESH | PATEL |
| Sacramento | 593 | 2560 W El Camino Ave | 95833 | 916-567-9692 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Sacramento | 594 | 7795 Stockton Blvd | 95823 | 916-689-3755 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Sacramento | 3402 | 6300 Power Inn Rd | 95824 | 916-387-6579 | CA | Anand, Inc. | DHARMESH | PATEL |
| Sacramento | 3413 | 4128 Norwood Ave | 95838 | 916-922-2125 | CA | YP Jacks, LLC | DHARMESH | PATEL |
| Sacramento | 3421 | 8750 La Riviera Dr | 95826 | 279-895-7890 | CA | Anand, Inc. | DHARMESH | PATEL |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Sacramento | 3472 | 9680 Business Park Dr | 95827 | 279-346-6677 | CA | Vanmel, Inc. | ANIL | YADAV |
| Sacramento | 4305 | 4601 Broadway | 95820 | 916-455-8690 | CA | Anand, Inc. | DHARMESH | PATEL |
| Sacramento | 4326 | 2750 Del Paso Rd | 95834 | 916-285-6753 | CA | YP Jacks, LLC | DHARMESH | PATEL |
| Sacramento | 4329 | 4435 Florin Rd | 95823 | 916-391-0200 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Sacramento | 4330 | 4300 Madison Ave | 95842 | 916-407-0500 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Sacramento | 4404 | 8349 Folsom Blvd | 95826 | 279-895-6469 | CA | Anand, Inc. | DHARMESH | PATEL |
| Salinas | 450 | 645 S Main St | 93901 | 831-783-5402 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Salinas | 3422 | 1810 N Main St | 93906 | 831-219-3998 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Salinas | 3459 | 1225 De La Torre St | 93905 | 831-783-5420 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Salinas | 4339 | 1540 N Sanborn Rd | 93905 | 831-783-5550 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Salinas | 4393 | 975 N Main St | 93906 | 831-783-5396 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| San Bernardino | 163 | 497 S E St | 92401 | 909-440-9591 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| San Bernardino | 177 | 1605 E Highland Ave | 92404 | 909-884-8915 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| San Bernardino | 194 | 495 N D St | 92401 | 909-889-4984 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| San Bernardino | 371 | 303 E Base Line St | 92410 | 909-453-0656 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| San Bernardino | 3195 | 4020 University Pkwy | 92407 | 909-880-1257 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| San Bernardino | 3584 | 1141 W Highland Ave | 92405 | 909-883-6577 | CA | Beshay Foods, Inc. | DAVID | BESHAY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| San Bernardino | 5308 | 193 E 40th St | 92404 | 909-883-6737 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| San Bernardino | 5322 | 1148 Coulston St | 92408 | 909-796-4517 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| San Bernardino | 5415 | 25699 Baseline St | 92410 | 909-233-4703 | CA | Highland Food Express, Inc. | HAI | ZAIDUL |
| San Bernardino | 5478 | 3265 W Little League Dr | 92407 | 909-892-1916 | CA | Allied Restaurant Management, LLC | HAMID | SHARAFATIAN |
| San Carlos | 468 | 1100 El Camino Real | 94070 | 650-592-3124 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| San Clemente | 378 | 2398 S El Camino Real | 92672 | 949-498-7530 | CA | KIPER ENTERPRISES, INC. | CHRISTINA | PERUCCI |
| San Diego | 8 | 4815 Voltaire St | 92107 | 619-223-7714 | CA | MZM Foods, Inc. | MAHER | SAMAAN |
| San Diego | 13 | 3850 Clairemont Mesa Blvd | 92117 | 858-273-5861 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| San Diego | 14 | 6080 Mission Gorge Rd | 92120 | 619-325-1799 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 18 | 2890 El Cajon Blvd | 92104 | 619-283-3412 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 21 | 4751 El Cajon Blvd | 92115 | 619-583-6942 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 22 | 1340 Rosecrans St | 92106 | 619-222-7608 | CA | MZM Foods, Inc. | ZAK | SAMAAN |
| San Diego | 23 | 2959 Upas St | 92104 | 619-295-8443 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 26 | 3838 Midway Dr | 92110 | 858-256-7164 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 29 | 5155 College Ave | 92115 | 619-286-0433 | CA | PGC Foods, LLC | | Covarrubias |
| San Diego | 31 | 1110 C St | 92101 | 619-234-0785 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 33 | 220 W Washington St | 92103 | 619-260-8306 | CA | MZM Foods, Inc. | MAHER | SAMAAN |
| San Diego | 37 | 7170 Linda Vista Rd | 92111 | 858-571-1671 | CA | Charles J. Stauffer | CHUCK | STAUFFER |
| San Diego | 44 | 1905 Garnet Ave | 92109 | 858-272-5712 | CA | MZM Foods, Inc. | MAHER | SAMAAN |
| San Diego | 60 | 9380 Mira Mesa Blvd | 92126 | 858-566-0052 | CA | QSC Ventures Inc. | CHUCK | STAUFFER |
| San Diego | 69 | 16725 Bernardo Center Dr | 92128 | 858-485-5413 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| San Diego | 72 | 10809 Tierrasanta Blvd | 92124 | 858-268-8228 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 84 | 804 University Ave | 92103 | 619-298-1273 | CA | MZM Foods, Inc. | ZAK | SAMAAN |
| San Diego | 87 | 7425 Mission Gorge Rd | 92120 | 619-265-2188 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 90 | 1619 Pacific Hwy | 92101 | 619-232-7316 | CA | PGC Foods, LLC | | Covarrubias |
| San Diego | 95 | 13245 Black Mountain Rd | 92129 | 858-484-7696 | CA | MZM Foods, Inc. | ZAK | SAMAAN |
| San Diego | 3012 | 3801 Murphy Canyon Rd | 92123 | 858-467-1421 | CA | PGC Foods, LLC | | Covarrubias |
| San Diego | 3018 | 4375 Genesee Ave | 92117 | 858-627-9738 | CA | MZM Foods, Inc. | MAHER | SAMAAN |
| San Diego | 3021 | 7740 Hazard Center Dr | 92108 | 619-295-6421 | CA | PGC Foods, LLC | | Covarrubias |
| San Diego | 3034 | 14371 Penasquitos Dr | 92129 | 858-672-4637 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| San Diego | 3045 | 10537 Scripps Poway Pkwy | 92131 | 858-549-9163 | CA | MZM Foods, Inc. | MAHER | SAMAAN |
| San Diego | 3053 | 9215 Clairemont Mesa Blvd | 92123 | 858-573-2972 | CA | MZM Foods, Inc. | ZAK | SAMAAN |
| San Diego | 3058 | 2525 Otay Center Dr | 92154 | 619-710-2427 | CA | Farooqi Restaurant Management, Inc. | NASIR | FAROOQI |
| San Diego | 3075 | Terminal 1 West, Space 1024 | 92101 | 619-297-0095 | CA | SSP America, Inc. | SSP | AMERICA |
| San Diego | 3076 | Terminal 2, Space 2035 | 92101 | 619-297-0095 | CA | SSP America, Inc. | SSP | AMERICA |
| San Diego | 3077 | 2890 National Ave | 92113 | 619-446-0000 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| San Diego | 3086 | 6926 Miramar Rd | 92121 | 858-547-9418 | CA | MS Restaurants, Inc. | MAHER | SAMAAN |
| San Diego | 3088[1] | 100 Park Blvd #325 | 92101 | | CA | California Sportservice, Inc. | CALIFORNIA | SPORTSERVICE |

[1] Unit 3088 located at Petco Park baseball stadium is only open for operation during Major League Baseball games and other designated special events, and is not counted in Item 20 Table 3.

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| San Dimas | 3389 | 1125 W Arrow Hwy | 91773 | 909-394-1919 | CA | North Star Food Services, Inc. | GREG | GRIBBLE |
| San Francisco | 545 | 400 Geary St | 94102 | 415-673-0868 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| San Francisco | 556 | 366 Bayshore Blvd | 94124 | 415-641-8467 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| San Francisco | 558 | 4649 Geary Blvd | 94118 | 415-752-4916 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| San Gabriel | 312 | 901 W Las Tunas Dr | 91776 | 626-570-6131 | CA | JYM Enterprises, Inc. | HISAYO | MAKI |
| San Jacinto | 3272 | 770 W Ramona Expy | 92582 | 951-654-3374 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| San Jacinto | 5392 | 2291 W Esplanade Ave | 92582 | 951-260-0251 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| San Jose | 407 | 1075 Willow St | 95125 | 408-947-1488 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| San Jose | 409 | 148 E San Carlos St | 95112 | 669-230-4105 | CA | Gogris Corporation | SHILPA | GOGRI |
| San Jose | 439 | 1558 W San Carlos St | 95126 | 408-293-9605 | CA | East Bay Jack Corporation | KARAN | GOGRI |
| San Jose | 458 | 4602 Almaden Expy | 95118 | 408-723-3845 | CA | South Bay Jack, Inc. | MIKE | FLORES |
| San Jose | 485 | 611 E Capitol Expy | 95111 | 408-578-5057 | CA | LJ & MW Enterprises, Inc. | LARRY | JONES |
| San Jose | 506 | 2195 Morrill Ave | 95132 | 408-262-0633 | CA | AKKAM, INC. | ANIL | YADAV |
| San Jose | 590 | 3395 Stevens Creek Blvd | 95117 | 408-599-4371 | CA | JIB Restaurant Group, Inc. | BILL | HSIA |
| San Jose | 3430 | 697 Curtner Ave | 95125 | 408-267-6682 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| San Jose | 3443 | 3493 Mckee Rd | 95127 | 408-599-4664 | CA | JIB Restaurant Group, Inc. | BILL | HSIA |
| San Jose | 3464 | 6101 San Ignacio Ave | 95119 | 408-629-4465 | CA | JB Restaurant #3464, Inc. | HARRY | TSAI |
| San Jose | 4408 | 1490 Monterey Rd | 95110 | 408-295-5357 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| San Leandro | 540 | 699 Lewelling Blvd Ste 120 | 94579 | 510-352-4849 | CA | Dhillon & Hurtado Enterprises LLC | | Silva |
| San Leandro | 4391 | 15025 Hesperian Blvd | 94578 | 510-346-5390 | CA | Parivar, Inc. | ANIL | YADAV |
| San Lorenzo | 491 | 17550 Hesperian Blvd | 94580 | 510-481-2697 | CA | Dhillon & Hurtado Enterprises LLC | | Silva |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| San Luis Obispo | 3290 | 390 Santa Rosa St | 93405 | 805-547-0852 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| San Marcos | 71 | 1655 Capalina Rd | 92069 | 760-744-9144 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| San Marcos | 96 | 717 San Marcos Blvd | 92078 | 760-744-2893 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| San Pablo | 542 | 14395 San Pablo Ave | 94806 | 510-778-1180 | CA | SA UZ Khan Mgmt, Inc. | SAEED | KHAN |
| San Pablo | 4353 | 50 San Pablo Towne Ctr | 94806 | 510-412-9712 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| San Rafael | 461 | 1814 2nd St | 94901 | 628-243-9499 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Sanger | 519 | 1300 Jensen Ave | 93657 | 559-875-7824 | CA | Fresno Foods, LLC | BEN | NEMATZADEH |
| Santa Ana | 157 | 1502 S Main St | 92707 | 714-543-9433 | CA | Kigar, LLC | JAIME | GARCIA |
| Santa Ana | 397 | 719 N Bristol St | 92703 | 714-835-4610 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Santa Ana | 3158 | 820 N Harbor Dr | 92703 | 714-554-1692 | CA | SB Food Express, Inc. | HAI | ZAIDUL |
| Santa Ana | 3180 | 601 N Main St | 92701 | 714-836-4368 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Santa Ana | 3187 | 720 E Dyer Rd | 92705 | 714-546-4296 | CA | Makar Foods, Inc. | TIMOTHY | CRANKSHAW |
| Santa Ana | 3198 | 1300 W Edinger Ave | 92704 | 714-754-7290 | CA | PCH Venture Group East, Inc. | LEE | SU |
| Santa Ana | 3241 | 2502 S Harbor Blvd | 92704 | 714-662-3563 | CA | GCP Enterprises, Inc. | GINO | PERUCCI |
| Santa Ana | 3527 | 3710 S Bristol St | 92704 | 714-241-1185 | CA | LMS Group, Inc. | LEE | SU |
| Santa Ana | 3545 | 1730 E Edinger Ave | 92705 | 714-259-7824 | CA | Jokar Enterprises, Inc. | MARK | GRAFFIUS |
| Santa Ana | 5481 | 1406 E First St | 92701 | 714-617-5695 | CA | Makar Foods, Inc. | TIMOTHY | CRANKSHAW |
| Santa Barbara | 359 | 3747 State St | 93105 | 805-682-8674 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Santa Barbara | 366 | 501 N Milpas St | 93103 | 805-965-7714 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Santa Clara | 401 | 3367 El Camino Real | 95051 | 408-249-7940 | CA | JB Restaurant #401, Inc. | LARRY | JONES |
| Santa Clara | 423 | 911 El Camino Real | 95050 | 408-244-0255 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Santa Clara | 3467 | 3465 Homestead Rd | 95051 | 408-599-0306 | CA | JIB Restaurant Group, Inc. | BILL | HSIA |
| Santa Clara | 4388 | 2845 Augustine Dr | 95054 | 408-969-0887 | CA | JB Restaurant #4388, Inc. | LARRY | JONES |
| Santa Clarita | 369 | 22908 Lyons Ave | 91321 | 661-254-3330 | CA | Newco Foods, Inc. | SUDESH | SOOD |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Santa Clarita | 3344 | 26547 Bouquet Canyon Rd | 91350 | 661-297-4881 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Santa Clarita | 3595 | 18525 Via Princessa | 91387 | 661-251-0017 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Santa Cruz | 444 | 640 Ocean St | 95060 | 831-226-1420 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| Santa Fe Springs | 5333 | 13402 Imperial Hwy | 90670 | 562-407-2069 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Santa Maria | 3209 | 1041 E Main St | 93454 | 805-346-1190 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Santa Maria | 3317 | 2306 S Broadway | 93454 | 805-922-0627 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Santa Maria | 5275 | 705 E Betteravia Rd | 93454 | 805-287-9657 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Santa Maria | 9001 | 830 S Broadway | 93454 | 805-922-5693 | CA | SBF Foods, LLC | PANKAJ | BHATIA |
| Santa Monica | 153 | 802 Santa Monica Blvd | 90401 | 310-458-3584 | CA | Sage Restaurants LLC | WILFREDO | HERRERA |
| Santa Monica | 274 | 2025 Lincoln Blvd | 90405 | 310-450-2927 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Santa Paula | 165 | 306 S Palm Ave | 93060 | 805-525-7992 | CA | Herrick Foods, LLC | MIKE | HERRICK |
| Santa Rosa | 463 | 1004 Steele Ln | 95403 | 707-526-9877 | CA | TJLM Food Services, Inc. | LAUREN | TOM |
| Santa Rosa | 497 | 2550 Hoen Frontage Rd | 95405 | 707-526-9050 | CA | Reshiv, Inc. | ANIL | YADAV |
| Santa Rosa | 554 | 425 Sebastopol Rd | 95407 | 707-571-0153 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Santa Rosa | 581 | 3086 Marlow Rd | 95403 | 707-545-5834 | CA | Gul Food Management, Inc. | SAEED | KHAN |
| Santa Rosa | 3497 | 2755 Santa Rosa Ave | 95407 | 707-535-0258 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Santee | 20 | 9337 Mission Gorge Rd | 92071 | 619-448-1245 | CA | PGC Foods, LLC | | Covarrubias |
| Santee | 3007 | 10330 Mast Blvd | 92071 | 619-562-4473 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Santee | 3056 | 8500 Magnolia Ave | 92071 | 619-258-5492 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Scotts Valley | 4401 | 6014 Scotts Valley Dr | 95066 | 831-430-9262 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Seaside | 454 | 1533 Fremont Blvd | 93955 | 831-200-1603 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Selma | 3395 | 2867 Highland Ave | 93662 | 559-898-0206 | CA | JIB Central, LLC | LUIS | VELASCO |
| Sepulveda | 3565 | 15651 Nordhoff St | 91343 | 818-893-9919 | CA | Sood Enterprises, Inc. | NIKKI | SOOD |
| Signal Hill | 5409 | 801 E Spring St | 90755 | 562-426-3069 | CA | Jushen Restaurants, Inc. | PRIYA | DHILLON |
| Simi Valley | 3281 | 1579 Los Angeles Ave | 93065 | 805-520-1666 | CA | AmberJack Partners | HEATHER | GOSS |
| Simi Valley | 3365 | 5798 E Los Angeles Ave | 93063 | 805-526-2440 | CA | Ocean View Foods, Inc. | HEATHER | GOSS |
| Simi Valley | 3540 | 130 Cochran St | 93065 | 805-955-0799 | CA | AmberJack Partners | HEATHER | GOSS |
| Sonoma | 3466 | 602 W Napa St | 95476 | 707-931-1500 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Sonora | 518 | 13751 Mono Way | 95370 | 209-532-2900 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| South Gate | 3228 | 8920 Atlantic Ave | 90280 | 323-569-2335 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| South Gate | 5494 | 8706 Juniper St | 90002 | 818-389-7208 | CA | Downtown Foods, LLC | BEN | NEMATZADEH |
| South Lake Tahoe | 7321 | 2649 Lake Tahoe Blvd | 96150 | 775-360-2621 | CA | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| South San Francisco | 448 | 201 S Spruce St | 94080 | 650-379-6541 | CA | AV Inc. | ANIL | YADAV |
| South San Francisco | 516 | 1695 El Camino Real | 94080 | 650-994-8245 | CA | Resham, Inc. | ANIL | YADAV |
| Spring Valley | 65 | 10255 Campo Rd | 91978 | 619-660-0905 | CA | PGC Foods, LLC | | Covarrubias |
| Spring Valley | 73 | 1047 Sweetwater Rd | 91977 | 619-464-0705 | CA | Charles J. Stauffer | CHUCK | STAUFFER |
| Stanton | 3204 | 7482 Katella Ave | 90680 | 714-891-6024 | CA | Makar Foods, Inc. | TIMOTHY | CRANKSHAW |
| Stockton | 460 | 6200 Pacific Ave | 95207 | 209-800-7090 | CA | Yadav, Inc. | ANIL | YADAV |
| Stockton | 464 | 1504 Pacific Ave | 95204 | 209-337-3756 | CA | Varris Management, Inc. | ANIL | YADAV |
| Stockton | 486 | 920 E Hammer Ln | 95210 | 209-473-7016 | CA | YP 486, LLC | DHARMESH | PATEL |
| Stockton | 534 | 2592 W March Ln | 95207 | 209-900-5870 | CA | Varris Management, Inc. | ANIL | YADAV |
| Stockton | 565 | 3506 W Hammer Ln | 95219 | 209-951-6818 | CA | Yadav, Inc. | ANIL | YADAV |
| Stockton | 3408 | 4989 S Highway 99 | 95215 | 209-425-0640 | CA | Varris Management, Inc. | ANIL | YADAV |
| Stockton | 4370 | 733 W Charter Wy | 95206 | 209-800-3630 | CA | Vansh, Inc. | ANIL | YADAV |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Stockton | 4374 | 10858 Trinity Park Way | 95219 | 209-800-3650 | CA | Varris Management, Inc. | ANIL | YADAV |
| Stockton | 4406 | 1916 E March Ln | 95210 | 209-662-8317 | CA | AV Inc. | ANIL | YADAV |
| Suisun City | 3483 | 499 Grizzly Island Rd | 94585 | 707-426-6119 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Sun Valley | 341 | 7955 Vineland Ave | 91352 | 818-764-0359 | CA | Bromley Foods, Inc. | HEATHER | GOSS |
| Sunset Beach | 285 | 17243 Pacific Coast Highway | 90742 | 562-592-1465 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| Susanville | 3432 | 2910 Main St | 96130 | 775-360-2600 | CA | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Taft | 4418 | 1050 Kern St | 93268 | 661-745-0275 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Tehachapi | 3231 | 801 Tucker Rd | 93561 | 661-378-8680 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Temecula | 48 | 27410 Jefferson Ave | 92590 | 951-676-6037 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Temecula | 3364 | 40412 Winchester Rd | 92591 | 951-699-5668 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Temecula | 5449 | 29105 Old Town Front Street | 92590 | 951-506-3322 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Temple City | 3156 | 9965 Lower Azusa Rd | 91780 | 626-401-9730 | CA | JYM Enterprises, Inc. | JOHN | MAKI |
| Thermal | 5442 | 2086 Service Rd | 92274 | 760-394-1989 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Thousand Oaks | 351 | 484 Moorpark Rd | 91360 | 805-495-7874 | CA | Ocean View Foods, Inc. | HEATHER | GOSS |
| Thousand Oaks | 5444 | 917 Academy Dr | 91320 | 805-241-4932 | CA | Bromley Foods, Inc. | HEATHER | GOSS |
| Thousand Palms | 3374 | 72955 Varner Rd | 92276 | 760-343-3796 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Torrance | 230 | 17916 Hawthorne Blvd | 90504 | 310-370-9262 | CA | BB 2008 Inc. | LEE | SU |
| Torrance | 261 | 4911 Torrance Blvd | 90503 | 310-371-8306 | CA | Dhillon Foods, Inc. | PRIYA | DHILLON |
| Torrance | 267 | 2760 Cabrillo Ave | 90501 | 310-212-0967 | CA | LIHWA Group, Inc. | ERH-MEI | SU |
| Torrance | 3155 | 835 W Carson St | 90502 | 310-212-0972 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Torrance | 3332 | 2186 Redondo Beach Blvd | 90504 | 310-538-1459 | CA | JVS Foods, Inc. | VICKY | SU |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Torrance | 5350 | 3940 Redondo Beach Blvd | 90504 | 310-715-6494 | CA | Jushen Restaurants, Inc. | PRIYA | DHILLON |
| Trabuco Canyon | 3270 | 21602 Plano Trabuco Rd | 92679 | 949-589-3276 | CA | S&S Coastal Foods, LLC | SAM | ABRAHAM |
| Tracy | 557 | 611 W Grant Line Rd | 95376 | 209-836-2673 | CA | Varris Management, Inc. | ANIL | YADAV |
| Tracy | 4300 | 1935 W 11th St | 95376 | 209-836-2087 | CA | Varris Management, Inc. | ANIL | YADAV |
| Tracy | 4376 | 3400 Macarthur Dr | 95376 | 209-239-9525 | CA | Vansh, Inc. | ANIL | YADAV |
| Tulare | 480 | 444 E Tulare Ave | 93274 | 559-688-6464 | CA | JIB Central, LLC | LUIS | VELASCO |
| Tulare | 5203 | 958 S Mooney Blvd | 93274 | 559-358-4900 | CA | YBR Enterprises Limited Partnership | PATRICE | ROUX |
| Turlock | 466 | 100 N Golden State Blvd | 95380 | 209-669-6585 | CA | Turlock Jack, LLC | AMIT | JAIN |
| Turlock | 3409 | 1951 Lander Rd | 95380 | 209-634-5848 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Turlock | 3484 | 2601 Geer Rd | 95382 | 209-656-1845 | CA | Cal Valley Jack, Inc. | ANIL | YADAV |
| Tustin | 295 | 14002 Newport Ave | 92780 | 714-832-4203 | CA | FEAST Foods, LLC | BEN | ERAMYA |
| Tustin | 396 | 17401 17th St | 92780 | 714-731-9960 | CA | JDC Food Services, Inc. | CARYN | OCHOA |
| Twentynine Palms | 3563 | 73762 29 Palms Hwy | 92277 | 760-361-5117 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Ukiah | 3469 | 1115 Airport Park Blvd | 95482 | 707-462-5296 | CA | North Bay Jack, Inc. | ANIL | YADAV |
| Upland | 186 | 611 W Foothill Blvd | 91786 | 909-946-9588 | CA | WHG Restaurant Group, Inc. | GREG | GRIBBLE |
| Vacaville | 475 | 290 E Monte Vista Ave | 95688 | 707-448-0192 | CA | Devika Restaurants Inc. | DEV | SAGAR |
| Vacaville | 551 | 1035 Alamo Dr | 95687 | 707-446-2645 | CA | Gogris Corporation | SHILPA | GOGRI |
| Vacaville | 587 | 1130 Leisure Town Rd | 95687 | 707-359-7123 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Vacaville | 3475 | 220 Nut Tree Pkwy | 95687 | 707-446-2366 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Valencia | 3390 | 28144 The Old Rd | 91355 | 661-425-0809 | CA | New Generation Foods, LLC | BEN | ERAMYA |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Valencia | 5319 | 28083 Newhall Ranch Rd | 91355 | 661-666-2399 | CA | New Generation Foods, LLC | BEN | ERAMYA |
| Vallejo | 470 | 400 Broadway St | 94590 | 707-554-3562 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Vallejo | 520 | 1610 Lewis Brown Dr | 94589 | 707-552-8307 | CA | Golden State Jacks, Inc. | ANIL | YADAV |
| Van Nuys | 330 | 6416 Woodman Ave | 91401 | 818-909-0066 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Van Nuys | 337 | 6847 Van Nuys Blvd | 91405 | 818-782-1823 | CA | Sood Enterprises, Inc. | NIKKI | SOOD |
| Van Nuys | 3205 | 6351 Sepulveda Blvd | 91411 | 818-988-4049 | CA | Sood Enterprises, Inc. | NIKKI | SOOD |
| Van Nuys | 3553 | 16860 Vanowen St | 91406 | 818-779-1350 | CA | Sood Enterprises, Inc. | USHA | SOOD |
| Ventura | 372 | 2352 E Thompson Blvd | 93003 | 805-643-6617 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Ventura | 3354 | 2115 S Victoria Ave | 93003 | 805-658-1723 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Victorville | 361 | 14618 7th St | 92392 | 760-515-0775 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Victorville | 3184 | 12134 Hesperia Rd | 92392 | 760-265-0191 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Victorville | 3269 | 12440 Amargosa Rd | 92392 | 760-241-0740 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Victorville | 5399 | 14515 Mojave Dr | 92394 | 760-503-8182 | CA | Envision Foods, LLC | HAMID | SHARAFATIAN |
| Visalia | 427 | 1120 S Mooney Blvd | 93277 | 559-732-0522 | CA | VTP Enterprises | PATRICE | ROUX |
| Visalia | 3440 | 1400 N Ben Maddox Way | 93292 | 559-741-1116 | CA | VTP Enterprises | PATRICE | ROUX |
| Visalia | 3592 | 5340 W Cypress Ave | 93277 | 559-739-7369 | CA | VTP Enterprises | PATRICE | ROUX |
| Visalia | 4412 | 107 W Caldwell Ave | 93277 | 559-749-0191 | CA | VTP Enterprises | PATRICE | ROUX |
| Visalia | 5200 | 131 N Ferne St | 93291 | 559-372-0201 | CA | YBR Enterprises Limited Partnership | PATRICE | ROUX |
| Visalia | 5207 | 3416 N Dinuba Blvd | 93291 | 559-203-3207 | CA | YBR Enterprises Limited Partnership | PATRICE | ROUX |
| Visalia | 5216 | 1145 S Lovers Ln | 93292 | | CA | VTP Enterprises | PATRICE | ROUX |
| Vista | 55 | 815 E Vista Way | 92084 | 760-758-2146 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Vista | 3002 | 740 Sycamore Rd | 92083 | 760-727-4081 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Vista | 3019 | 1471 N Santa Fe Ave | 92084 | 760-630-4895 | CA | Beshay Foods, Inc. | DAVID | BESHAY |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Vista | 3029 | 260 S Melrose Dr | 92081 | 760-940-8255 | CA | Restaurant Leadership Group, LLC | DAVID | BESHAY |
| Vista | 3032 | 3281 Business Park Dr | 92081 | 760-734-1816 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Vista | 3082 | 1004 S Santa Fe Ave | 92084 | 760-758-3082 | CA | Beshay Foods, Inc. | DAVID | BESHAY |
| Walnut Creek | 417 | 2295 N Main St | 94596 | 925-476-5151 | CA | Ara Hospitality Services Inc. | SUSHMA | GUPTA |
| Wasco | 4383 | 1920 Highway 46 | 93280 | 661-758-4754 | CA | EBS Foods, LLC | EDDIE | NIEVES |
| Watsonville | 574 | 1085 S Green Valley Rd | 95076 | 831-724-3993 | CA | Central Coast Restaurants Inc. | MIKE | FLORES |
| West Covina | 358 | 2548 S Azusa Ave | 91792 | 626-912-0784 | CA | Double G Partners | GARREN | GRIEVE |
| West Sacramento | 3456 | 775 Harbor Pointe Pl | 95605 | 916-374-8319 | CA | Vanmel, Inc. | ANIL | YADAV |
| Westminster | 150 | 15521 Brookhurst St | 92683 | 714-839-2339 | CA | Jokar Enterprises, Inc. | MARK | GRAFFIUS |
| Westminster | 3338 | 13721 Goldenwest St | 92683 | 714-899-9112 | CA | ITNA Group, Inc. | AZIZ | SADRUDDIN |
| Whittier | 221 | 13400 Telegraph Rd | 90605 | 562-941-6480 | CA | TBS Foods, Inc. | BEN | NEMATZADEH |
| Whittier | 297 | 11303 Washington Blvd | 90606 | 562-699-2684 | CA | Three Powers Foods, Inc. | CEDRIC | FONG |
| Whittier | 3221 | 13561 Whittier Blvd | 90605 | 562-696-7188 | CA | Food Expo, Inc. | ALEX | CARCAVALLO |
| Whittier | 3303 | 14437 Telegraph Rd | 90604 | 562-204-0614 | CA | Nematzadeh Enterprises, Inc. | BIZHAN | NEMATZADEH |
| Whittier | 5321 | 15948 Whittier Blvd | 90603 | 562-943-2834 | CA | Square King Foods, Inc. | SAM | FONG |
| Wildomar | 5364 | 36196 Hidden Springs Rd | 92595 | 951-678-8833 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Wilmington | 3151 | 1010 W Pacific Coast Hwy | 90744 | 310-835-5308 | CA | PCH Venture Group, Inc. | ERH-MEI | SU |
| Woodcrest | 3196 | 17022 Van Buren Blvd | 92504 | 951-780-4951 | CA | DMSD Foods, Inc. | DAVID | BESHAY |
| Woodland | 512 | 1200 E Main St | 95776 | 530-666-4374 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Woodland | 3457 | 2010 E Main St | 95776 | 530-669-6606 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Woodland Hills | 343 | 22664 Ventura Blvd | 91364 | 818-224-3460 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Woodland Hills | 353 | 22730 Victory Blvd | 91367 | 818-715-0550 | CA | Sood Enterprises, Inc. | USHA | SOOD |
| Woodland Hills | 3347 | 20037 Ventura Blvd | 91364 | 818-887-9339 | CA | Sood Enterprises, Inc. | SUDESH | SOOD |
| Yermo | 3588 | 35745 Ghost Town Rd | 92398 | 760-254-3543 | CA | JIB Holdings I, LLC | HAMID | SHARAFATIAN |
| Yorba Linda | 3234 | 21430 Yorba Linda Blvd | 92887 | 714-485-4889 | CA | Graffius & Graffius, Inc. | MARK | GRAFFIUS |
| Yuba City | 546 | 1111 Colusa Ave | 95991 | 530-673-0230 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Yuba City | 4359 | 1030 Tharp Rd | 95993 | 530-673-3283 | CA | Nor-Cal Venture Group, Inc. | ANIL | YADAV |
| Yucaipa | 169 | 34504 Yucaipa Blvd | 92399 | 909-316-4296 | CA | OC Food Express, Inc. | HAI | ZAIDUL |
| Yucaipa | 5484 | 31525 Yucaipa Blvd | 92399 | 909-351-6335 | CA | LA Food Express, LLC | HAI | ZAIDUL |
| Yucca Valley | 3306 | 57930 29 Palms Hwy | 92284 | 760-369-0904 | CA | Desert Jack, LLC | HAMID | SHARAFATIAN |
| Aurora | 8128 | 15255 E 38th Ave | 80011 | 303-371-1501 | CO | SNN Denver Foods LLC | SONER | CELIK |
| Aurora | 8137 | 15399 E Mississippi Ave | 80017 | 303-745-0247 | CO | SNN Denver Foods LLC | SONER | CELIK |
| Brighton | 8162 | 64 W Bromley Lane | 80601 | 303-659-6649 | CO | Feast Enterprises LLC | DAN | MYHREN |
| Broomfield | 8140 | 2105 W 136th Ave | 80023 | 303-280-8266 | CO | Feast Enterprises LLC | DAN | MYHREN |
| Castle Rock | 8157 | 27 Wolfensberger Rd | 80109 | 303-660-5114 | CO | SNN Denver Foods LLC | SONER | CELIK |
| Colorado Springs | 8142 | 3654 Austin Bluffs Pkwy | 80918 | 719-900-5990 | CO | Sierra Monterey Restaurant Systems, Inc. | CALEB | SAYLER |
| Colorado Springs | 8143 | 3690 New Center Point Blvd | 80922 | 719-900-5991 | CO | Sierra Monterey Restaurant Systems, Inc. | CALEB | SAYLER |
| Commerce City | 8136 | 6015 E Parkway Dr | 80022 | 303-287-8274 | CO | Feast Enterprises LLC | DAN | MYHREN |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Denver | 8160 | 2020 S Federal Blvd | 80219 | 303-934-4435 | CO | SNN Denver Foods LLC | SONER | CELIK |
| Denver | 9908 | 2171 S Grape St | 80222 | | CO | SNN Denver Foods LLC | SONER | CELIK |
| Fountain | 8145 | 6314 S US Highway 85-87 | 80817 | 719-900-5992 | CO | Sierra Monterey Restaurant Systems, Inc. | CALEB | SAYLER |
| Golden | 8130 | 16750 W Colfax Ave | 80401 | 303-384-3783 | CO | SNN Denver Foods LLC | SONER | CELIK |
| Greeley | 8164 | 6902 W 10th St | 80634 | 970-515-6756 | CO | Feast Enterprises LLC | DAN | MYHREN |
| Parker | 8131 | 11179 S Pikes Peak Dr | 80138 | 303-840-1807 | CO | SNN Denver Foods LLC | SONER | CELIK |
| Pueblo | 8159 | 910 W US Highway 50 | 81008 | 719-900-5993 | CO | Sierra Monterey Restaurant Systems, Inc. | CALEB | SAYLER |
| Thornton | 8135 | 9703 Washington St | 80229 | 303-920-1214 | CO | Feast Enterprises LLC | DAN | MYHREN |
| Westminster | 8138 | 7311 Sheridan Blvd | 80003 | 720-540-4233 | CO | Feast Enterprises LLC | DAN | MYHREN |
| Wheat Ridge | 8129 | 5165 Kipling St | 80033 | 303-423-0169 | CO | Feast Enterprises LLC | DAN | MYHREN |
| Tamuning | 8260 | 820 S Marine Corps Dr | 96913 | 671-969-5225 | GU | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Tamuning Guam | 8255 | 1355 Route 1 N Marine Corp Dr | 96913 | 671-922-5225 | GU | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Hilo | 8223 | 50 E Puainako St | 96720 | 808-959-3111 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8203 | 2183 N King St | 96819 | 808-847-6058 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8204 | 1970 S King St | 96826 | 808-949-1471 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8205 | 2317 N School St | 96819 | 808-841-7211 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8208 | 875 Kapiolani Blvd | 96813 | 808-593-8076 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8210 | 633 Kapahulu Ave | 96815 | 808-735-2696 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8213 | 4510 Salt Lake Blvd | 96818 | 808-487-2423 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8227 | 1001 Bishop St | 96813 | 808-523-9884 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8230 | 4859 Warden Ave | 96818 | 808-422-6887 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8237 | 1525 S King St | 96826 | 808-941-1429 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8243 | 1450 Ala Moana Blvd | 96814 | 808-809-8782 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Honolulu | 8244 | 1180 S King St | 96814 | 808-591-1096 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Honolulu | 8256 | 5722 Kalanianaole Hwy | 96821 | 808-373-7973 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Kahului | 8212 | 150 E Kamehameha Ave | 96732 | 808-871-6526 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Kailua | 8219 | 112 Oneawa St | 96734 | 808-263-6441 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Kailua Kona | 8251 | 75-934 Henry St | 96740 | 808-331-8808 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Kaneohe | 8211 | 45-960 Kam Hwy | 96744 | 808-247-1766 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Kapolei | 8246 | 591 Farrington Hwy | 96707 | 808-674-9607 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Kihei | 8222 | 1301 S Kihei Rd | 96753 | 808-874-0155 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Lihue | 8253 | 4454 Nuhou St | 96766 | 808-245-3443 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Mililani | 8259 | 95-1249 Meheula Pkwy | 96789 | 808-625-2811 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Pearl City | 8233 | 384 Kamehameha Hwy | 96782 | 808-487-8404 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Wahiawa | 8209 | 11 S Kamehameha Hwy | 96786 | 808-621-8113 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Waianae | 8252 | 85-950 Farrington Hwy | 96792 | 808-668-2164 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Wailuku | 8245 | 700 Lower Main St | 96793 | 808-249-2943 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Waimanalo | 8207 | 41-1537 Kalanianaole Hwy | 96795 | 808-259-8127 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Waipahu | 8206 | 94-866 Moloalo Ave | 96797 | 808-671-0033 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Waipahu | 8217 | 94-839 Ukee St | 96797 | 808-671-2448 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Waipahu | 8249 | 94-327 Kunia Rd | 96797 | 808-671-2300 | HI | PARS GROUP LLC | MASSOUD | MOHSENIAN |
| Boise | 6000 | 1302 S Orchard St | 83705 | 208-342-2666 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6004 | 2611 S Broadway Ave | 83706 | 208-336-8088 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6005 | 3220 N Cole Rd | 83704 | 208-322-5005 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6020 | 6300 N Eagle Rd | 83713 | 208-938-5360 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6026 | 10496 Overland Rd | 83709 | 208-658-0508 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6032 | 7040 W State St | 83714 | 208-853-5250 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Boise | 6040 | 1124 S Vista Ave | 83705 | 208-429-4171 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6057 | 9052 W Fairview Ave | 83704 | 208-377-9113 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Boise | 6059 | 3220 W State St | 83703 | 208-345-3656 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Burley | 6024 | 491 N Overland Ave | 83318 | 208-678-3399 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Caldwell | 6001 | 703 N 10th Ave | 83605 | 208-454-6441 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Caldwell | 6058 | 4214 E Ustick Rd | 83605 | 208-459-6058 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Chubbuck | 6045 | 4640 Yellowstone Ave | 83202 | 208-238-3383 | ID | JIB Idaho, Inc. | GABRIEL | KARROUM |
| Coeur D Alene | 6012 | 196 Ironwood Dr | 83814 | 208-664-8411 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Coeur D'alene | 6068 | 2754 N Ramsey Rd | 83815 | 208-666-6068 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Fruitland | 6071 | 1115 N Whitley Dr | 83619 | 208-452-0981 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Idaho Falls | 6016 | 424 S Woodruff Ave | 83401 | 208-528-9489 | ID | SGK Idaho, Inc. | SIMON | KARROUM |
| Idaho Falls | 6021 | 1458 W Broadway St | 83402 | 208-552-2613 | ID | SGK Idaho, Inc. | SIMON | KARROUM |
| Jerome | 6070 | 2710 S Lincoln Ave | 83338 | 208-324-8593 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Lewiston | 6014 | 1903 G St | 83501 | 208-798-7410 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Meridian | 6010 | 207 E Fairview Ave | 83642 | 208-884-8992 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Meridian | 6033 | 3010 E Goldstone Dr Unit E | 83642 | 208-884-3755 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Middleton | 6072 | 712 W. Main Street | 83644 | 208-992-4173 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Mountain Home | 6017 | 3100 Foothills Ave | 83647 | 208-587-2007 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Nampa | 6002 | 804 12th Ave Rd | 83686 | 208-467-2023 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Nampa | 6009 | 1920 Caldwell Blvd | 83651 | 208-463-0175 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Nampa | 6023 | 1700 N Franklin Blvd | 83687 | 208-463-0301 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Nampa | 6038 | 16101 Idaho Center Blvd | 83687 | 208-463-7613 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Pocatello | 6015 | 1611 Pocatello Creek Rd | 83201 | 208-234-9305 | ID | SGK Idaho, Inc. | SIMON | KARROUM |
| Pocatello | 6025 | 123 S 4th St | 83201 | 208-478-8035 | ID | SGK Idaho, Inc. | SIMON | KARROUM |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Post Falls | 6069 | 850 North Highway 41 | 83854 | 208-777-6069 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Sandpoint | 6037 | 717 N 5th Ave | 83864 | 208-946-4714 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Twin Falls | 6019 | 1501 Blue Lakes Blvd N | 83301 | 208-733-4942 | ID | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Alton | 1405 | 1649 Washington Ave | 62002 | 618-465-0093 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Alton | 1408 | 101 Homer M Adams Pkwy | 62002 | 618-462-9905 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Collinsville | 1411 | 9502 Collinsville Rd | 62234 | 618-344-7848 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Glen Carbon | 1418 | 31 Junction Dr | 62034 | 618-655-0570 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Granite City | 1402 | 3330 Nameoki Rd | 62040 | 618-877-8884 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Granite City | 1416 | 2163 Madison Ave | 62040 | 618-452-5847 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Litchfield | 1421 | 1 Corvette Dr | 62056 | 217-324-3300 | IL | Illinois Jack, LLC | JEREMY | BONK |
| O Fallon | 1412 | 1360 W Us Highway 50 | 62269 | 618-632-1460 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Swansea | 1410 | 1800 N Illinois St | 62226 | 618-277-1822 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Troy | 1413 | 830 Edwardsville Rd | 62294 | 618-667-3000 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Wood River | 1403 | 41 E Edwardsville Rd | 62095 | 618-254-2098 | IL | Illinois Jack, LLC | JEREMY | BONK |
| Indianapolis | 6209 | 8950 S Us 31 | 46227 | 317-859-2803 | IN | DMSD Management, LLC | MONICA | BARTOLO |
| Indianapolis | 6210 | 2130 N Post Rd | 46219 | 317-897-8043 | IN | DMSD Management, LLC | MONICA | BARTOLO |
| Indianapolis | 6214 | 5613 W 38th St | 46254 | 317-291-5703 | IN | DMSD Management, LLC | MONICA | BARTOLO |
| Baton Rouge | 6308 | 8919 Siegen Ln | 70810 | 225-819-9838 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6309 | 11310 Airline Hwy | 70816 | 225-293-0602 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6310 | 9316 Burbank Dr | 70820 | 225-766-1470 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6311 | 13520 Florida Blvd | 70819 | 225-272-4590 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Baton Rouge | 6312 | 508 S Foster Dr | 70806 | 225-928-4700 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6315 | 2181 S Sherwood Forest Blvd | 70816 | 225-273-1003 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6316 | 7725 Airline Hwy | 70815 | 225-248-1644 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6319 | 3255 Highland Rd | 70802 | 225-343-6091 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6323 | 11682 Plank Rd | 70811 | 225-775-0324 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6326 | 10432 Sullivan Rd | 70818 | 225-262-7665 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6327 | 8008 Scenic Hwy | 70807 | 225-774-9775 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6329 | 8110 Florida Blvd | 70806 | 225-925-0004 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Baton Rouge | 6335 | 2805 Scenic Hwy | 70805 | 225-356-1215 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Gonzales | 6318 | 2123 W Highway 30 | 70737 | 225-224-8464 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Gonzales | 6321 | 1703 N Airline Hwy | 70737 | 225-647-3603 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Walker | 6322 | 28175 Walker Rd S | 70785 | 225-791-1594 | LA | Cedar Tree Restaurant Group LLC | DARRELL | WOODRIN |
| Arnold | 4059 | 1289 Jeffco Blvd | 63010 | 636-296-2123 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Bridgeton | 4037 | 12298 Saint Charles Rock Rd | 63044 | 314-739-2373 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Cuba | 4092 | 1112 Oak Hill Ave | 65453 | 573-885-3223 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Desloge | 4061 | 1208 N Desloge St | 63601 | 573-431-5111 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Farmington | 4060 | 795 Maple Valley Dr | 63640 | 573-756-8010 | MO | Missouri Jack, LLC | JEREMY | BONK |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Festus | 4123 | 899 Veterans Blvd | 63028 | 636-931-5561 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Florissant | 4006 | 4595 Washington St | 63033 | 314-831-0971 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Florissant | 4045 | 11204 W Florissant Ave | 63033 | 314-831-2530 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Hazelwood | 4049 | 6100 Howdershell Rd | 63042 | 314-895-1716 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Herculaneum | 4095 | 1197 Scenic Dr | 63048 | 636-479-7241 | MO | Missouri Jack, LLC | JEREMY | BONK |
| High Ridge | 4094 | 5300 Caroline Dr | 63049 | 636-376-5924 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Imperial | 4099 | 1202 Main St | 63052 | 636-467-2478 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Lake Saint Louis | 4124 | 459 Hawk Ridge Trail Dr | 63367 | 636-625-1993 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Marlborough | 4034 | 7960 Watson Rd | 63119 | 314-961-6985 | MO | Missouri Jack, LLC | JEREMY | BONK |
| O Fallon | 4047 | 415 S Main St | 63366 | 636-240-7510 | MO | Missouri Jack, LLC | JEREMY | BONK |
| O Fallon | 4097 | 910 Bryan Rd | 63366 | 636-272-7242 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Ann | 4076 | 11122 Saint Charles Rock Rd | 63074 | 314-739-0039 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Charles | 4078 | 3710 Elm St | 63301 | 636-947-4010 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4018 | 4292 Bayless Ave | 63123 | 314-631-4749 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4020 | 5600 S Grand Blvd | 63111 | 314-571-9551 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4024 | 4201 S Kingshighway Blvd | 63109 | 314-351-0952 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4027 | 2163 S Grand Ave | 63104 | 314-773-1553 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4040 | 2666 Telegraph Rd | 63125 | 314-894-8716 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4043 | 9970 Kennerly Rd | 63128 | 314-842-2180 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4090 | 10866 Lilac Ave | 63137 | 314-867-5416 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Louis | 4122 | 4111 Lindell Blvd | 63108 | 314-652-1649 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Saint Peters | 4030 | 4124 Mexico Rd | 63376 | 636-928-8941 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Sullivan | 4053 | 633 E Springfield Rd | 63080 | 573-468-2500 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Troy | 4125 | 302 Highway 47 E | 63379 | 636-528-2802 | MO | Missouri Jack, LLC | JEREMY | BONK |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Union | 4120 | 101 Bourbeuse River Access | 63084 | 636-584-8497 | MO | Missouri Jack, LLC | JEREMY | BONK |
| University City | 4074 | 6950 Olive Blvd | 63130 | 314-862-6070 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Warrenton | 4054 | 605 N Service Rd | 63383 | 636-456-8500 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Washington | 4081 | 1930 Washington Xing | 63090 | 636-390-4671 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Wentzville | 4085 | 1992 Wentzville Pkwy | 63385 | 636-332-2277 | MO | Missouri Jack, LLC | JEREMY | BONK |
| Chihuahua | 5600 | Blvd Antonio Ortiz Mena #3901 | 31203 | | MX | Promotora de Restaurantes Del Norte, S.A. DE C.V | AGUSTIN TERRAZAS | WONG |
| Chihuahua | 5601 | Avenida de la Cantera #9145 | 31115 | | MX | Promotora de Restaurantes Del Norte, S.A. DE C.V | AGUSTIN TERRAZAS | WONG |
| Charlotte | 6801 | 7806 Forest Point Blvd | 28217 | 704-527-1681 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6804 | 7000 Wt Harris Blvd | 28269 | 980-299-0882 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6807 | 337 Westinghouse Blvd | 28273 | 704-583-9191 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6819 | 10121 N Tryon St | 28262 | 704-503-6882 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6825 | 10730 S Tryon St | 28273 | 704-588-1015 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6826 | 220 N Hoskins Rd | 28216 | 704-392-6166 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6835 | 7725 Pineville Matthews Rd | 28226 | 704-752-6885 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Charlotte | 6850 | 4505 Randolph Rd | 28211 | 704-362-1709 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Concord | 6808 | 943 Concord Pkwy S | 28027 | 704-789-9619 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Concord | 6812 | 7770 Lyles Ln | 28027 | 980-237-3111 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Conover | 6834 | 510 10th St Nw | 28613 | 828-695-1638 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Dallas | 6836 | 102 College View Dr | 28034 | 704-215-7163 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Gastonia | 6803 | 3618 E Franklin Blvd | 28056 | 704-823-1903 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Hendersonville | 6839 | 76 Highlands Square Dr | 28792 | 828-595-2261 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Hickory | 6823 | 1776 Catawba Valley Blvd Se | 28602 | 828-304-8295 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Hickory | 6829 | 603 Us Highway 321 Nw | 28601 | 828-838-1076 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Monroe | 6847 | 1600 E Roosevelt Blvd | 28112 | 704-776-4838 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Shelby | 6815 | 455 Earl Rd | 28150 | 980-436-2886 | NC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Albuquerque | 1261 | 3501 State Highway 528 NW | 87114 | 505-898-5205 | NM | Dancel, L.L.C. | LAURA | OLGUIN |
| Albuquerque | 1264 | 2721 Carlisle Blvd Ne | 87110 | 505-888-8954 | NM | Dancel, L.L.C. | LAURA | OLGUIN |
| Albuquerque | 1265 | 10100 Central Ave Se | 87123 | 505-332-9282 | NM | Dancel, L.L.C. | LAURA | OLGUIN |
| Albuquerque | 1267 | 7601 Menaul Blvd Ne | 87110 | 505-293-1504 | NM | Dancel, L.L.C. | LAURA | OLGUIN |
| Albuquerque | 1268 | 301 98th St Nw | 87121 | 505-833-4000 | NM | Dancel, L.L.C. | LAURA | OLGUIN |
| Las Cruces | 1258 | 501 S Telshor Blvd | 88011 | 575-522-3740 | NM | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| Las Cruces | 1269 | 4615 Sonoma Ranch Blvd | 88011 | 575-373-0205 | NM | Odessa Enterprises, Inc. | MIKE NORWICH | JR |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Rio Rancho | 1263 | 3609 State Highway 528 Ne | 87144 | 505-771-2100 | NM | Dancel, L.L.C. | LAURA | OLGUIN |
| Boulder City | 7211 | 1101 Nevada Hwy | 89005 | 702-294-1909 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Carson City | 7308 | 309 E William St | 89701 | 775-360-2608 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Carson City | 7320 | 3225 Retail Dr | 89706 | 775-360-2620 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Dayton | 7317 | 3 Retail Rd | 89403 | 775-360-2617 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Elko | 7322 | 2423 Mountain City Hwy | 89801 | 775-360-2622 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Fallon | 7307 | 55 S Taylor St | 89406 | 775-360-2607 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Fernley | 7315 | 225 US Highway 95A N | 89408 | 775-360-2615 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Gardnerville | 7309 | 1345 US Highway 395 N | 89410 | 775-360-2609 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Henderson | 7217 | 290 S Boulder Hwy | 89015 | 702-558-7477 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Henderson | 7236 | 5 S Gibson Rd | 89012 | 702-558-6506 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Henderson | 7247 | 10505 S Eastern Ave | 89052 | 702-616-6777 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Henderson | 7255 | 1261 W Warm Springs Rd | 89014 | 702-434-1472 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Henderson | 7261 | 26 W Horizon Ridge Pkwy #110 | 89012 | 702-382-9300 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Henderson | 7271 | 4161 Saint Rose Pkwy Ste B | 89044 | 702-260-8596 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Henderson | 7282 | 2335 Via Inspirada Blvd | 89044 | 702-339-8488 | NV | SJS Management Corporation | JYOTI | MADHURA |
| Las Vegas | 7200 | 8221 S Fort Apache Rd | 89178 | 702-597-0041 | NV | SJS Management Corporation | JYOTI | MADHURA |
| Las Vegas | 7201 | 3703 E Flamingo Rd | 89121 | 702-451-0950 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Las Vegas | 7202 | 800 N Decatur | 89107 | 702-870-1344 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7203 | 6400 W Charleston Blvd | 89146 | 702-870-1550 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7204 | 4866 S Maryland Pkwy | 89119 | 702-736-4846 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7206 | 4970 Spring Mountain Rd | 89146 | 702-367-4191 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7207 | 804 N Nellis Blvd | 89110 | 702-459-2404 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7208 | 3235 W Tropicana Ave | 89103 | 702-736-7458 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7209 | 4385 Las Vegas Blvd N | 89115 | 702-643-6569 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7212 | 580 N Eastern Ave | 89101 | 702-385-7022 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7214 | 2301 S Decatur Blvd | 89102 | 702-878-1288 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7215 | 2550 S Maryland Pkwy | 89109 | 702-731-9846 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7219 | 2365 E Windmill Ln | 89123 | 702-896-6633 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7220 | 5605 S Rainbow Blvd | 89118 | 702-368-1830 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7221 | 1591 S Main St | 89104 | 702-383-6908 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7223 | 7510 W Lake Mead Blvd | 89128 | 702-838-3900 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7224 | 3680 Blue Diamond Rd | 89139 | 702-260-7037 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7225 | 4145 S Durango Dr | 89147 | 702-367-2236 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7227 | 3211 N Rancho Dr | 89130 | 702-396-9946 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7229 | 3311 S Nellis Blvd | 89121 | 702-435-8957 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7233 | 4640 E Russell Rd | 89120 | 702-433-9100 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7235 | 1610 N Lamb Blvd | 89115 | 702-437-1292 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7237 | 2301 S Fort Apache Rd | 89117 | 702-562-0562 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7239 | 8661 W Charleston Blvd | 89117 | 702-804-5636 | NV | Desert Venture LLC | SHEHZAD | GILL |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Las Vegas | 7241 | 6515 E Lake Mead Blvd | 89156 | 702-459-7190 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7243 | 455 Silverado Ranch Blvd | 89123 | 702-407-5262 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7244 | 6451 Boulder Hwy | 89122 | 702-435-6116 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7245 | 4040 S Rainbow Blvd | 89103 | 702-227-1219 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7246 | 4345 E Charleston Blvd | 89104 | 702-440-8181 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7249 | 7161 W Craig Rd | 89129 | 702-395-0851 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7251 | 1480 W Lake Mead Blvd | 89106 | 702-638-4188 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7252 | 9360 W Tropicana Ave | 89147 | 702-251-1801 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7253 | 6150 Las Vegas Blvd S | 89119 | 702-614-8472 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7256 | 780 E Flamingo Rd | 89119 | 702-733-7713 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7257 | 2970 E Desert Inn Rd | 89121 | 702-733-1421 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7258 | 3320 Las Vegas Blvd N | 89115 | 702-651-0073 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Las Vegas | 7260 | 3250 N Durango Dr Ste 100 | 89129 | 702-839-9221 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7262 | 3790 E Tropicana Ave | 89121 | 702-434-0093 | NV | Indo Cal Foods, Inc. | JYOTI | MADHURA |
| Las Vegas | 7266 | 7025 S Durango Dr | 89113 | 702-269-6283 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7267 | 7980 S Rainbow Blvd | 89139 | 702-270-2164 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7268 | 7741 N El Capitan Way | 89143 | 702-395-2832 | NV | West Box LLC | ALONSO | ALVAREZ |
| Las Vegas | 7272 | 4860 S Decatur Blvd | 89103 | 702-876-0346 | NV | Desert Venture LLC | SHEHZAD | GILL |
| Las Vegas | 7280 | 4570 W Cactus Ave | 89141 | 702-736-0005 | NV | SJS Management Corporation | JYOTI | MADHURA |
| Las Vegas | 7283 | 2780 Fremont St | 89104 | 702-546-8563 | NV | Silver State Restaurants Inc | ALI | NAVAIE |
| Mesquite | 7226 | 320 Sandhill Rd | 89027 | 702-346-1608 | NV | West Box LLC | ALONSO | ALVAREZ |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| North Las Vegas | 7205 | 2104 Las Vegas Blvd N | 89030 | 702-649-9201 | NV | West Box LLC | ALONSO | ALVAREZ |
| North Las Vegas | 7228 | 3821 E Craig Rd | 89030 | 702-643-2347 | NV | West Box LLC | ALONSO | ALVAREZ |
| North Las Vegas | 7231 | 1845 W Craig Rd | 89032 | 702-657-6154 | NV | West Box LLC | ALONSO | ALVAREZ |
| North Las Vegas | 7242 | 5536 Camino Al Norte | 89031 | 702-649-5222 | NV | West Box LLC | ALONSO | ALVAREZ |
| North Las Vegas | 7264 | 6345 Losee Rd | 89081 | 702-649-7199 | NV | West Box LLC | ALONSO | ALVAREZ |
| North Las Vegas | 7265 | 4595 W Ann Rd | 89031 | 702-631-4784 | NV | West Box LLC | ALONSO | ALVAREZ |
| North Las Vegas | 7279 | 6445 N Aliante Pkwy | 89084 | 702-660-0200 | NV | West Box LLC | ALONSO | ALVAREZ |
| Pahrump | 7276 | 640 S. Nevada Highway 160 | 89048 | 775-727-3783 | NV | SJS Management Corporation | JYOTI | MADHURA |
| Reno | 7301 | 5095 S Mccarran Blvd | 89502 | 775-360-2601 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Reno | 7302 | 881 Apple St | 89502 | 775-360-2602 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Reno | 7305 | 410 Keystone Ave | 89503 | 775-360-2605 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Reno | 7310 | 10450 N Mccarran Blvd | 89503 | 775-360-2610 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Reno | 7314 | 179 Damonte Ranch Pkwy | 89521 | 775-360-2614 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Reno | 7316 | 185 Lemmon Dr | 89506 | 775-360-2616 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Sparks | 7303 | 2289 Oddie Blvd | 89431 | 775-360-2603 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Sparks | 7306 | 655 E Prater Way | 89431 | 775-360-2606 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Sparks | 7318 | 122 Los Altos Pkwy | 89436 | 775-360-2618 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Verdi | 7311 | 350 Interstate 80 | 89439 | 775-360-2611 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Winnemucca | 7319 | 218 W Winnemucca Blvd | 89445 | 775-360-2619 | NV | Emerald Cascade Restaurant Systems, Inc. | ADAM | GONZALES |
| Cincinnati | 6220 | 5234 Ridge Ave | 45213 | 513-531-5225 | OH | Midwest Jack, Inc. | ANIL | YADAV |
| West Chester | 6219 | 7425 Tylersville Rd | 45069 | 513-755-3000 | OH | Midwest Jack, Inc. | ANIL | YADAV |
| Broken Arrow | 6139 | 2221 W Kenosha St | 74012 | 918-258-0245 | OK | A 3 H Foods, LP | GINA | WINGATE |
| Durant | 6137 | 2117 W Main St | 74701 | 580-931-3502 | OK | Vinder Foods, LLC | RABI | VISWANATH |
| Lawton | 4848 | 2601 Nw Cache Rd | 73505 | 580-353-1801 | OK | Feast Texas LLC | DAN | MYHREN |
| Tulsa | 6145 | 10861 E 41st St | 74146 | 918-660-7880 | OK | A 3 H Foods, LP | GINA | WINGATE |
| Tulsa | 6146 | 4840 S Yale Ave | 74135 | 918-493-6537 | OK | A 3 H Foods, LP | GINA | WINGATE |
| Tulsa | 6151 | 10014 S Memorial Dr E | 74133 | 918-298-4501 | OK | A 3 H Foods, LP | GINA | WINGATE |
| Tulsa | 6155 | 8112 E 11th St | 74112 | 918-831-1595 | OK | A 3 H Foods, LP | GINA | WINGATE |
| Albany | 7158 | 1825 Pacific Blvd Se | 97321 | 541-967-6107 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Beaverton | 7114 | 9450 Sw Beaverton Hillsdale Hw | 97005 | 503-297-7044 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Beaverton | 7118 | 2920 Sw Cedar Hills Blvd | 97005 | 503-627-0205 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Eugene | 7153 | 1788 W 6th Ave | 97402 | 541-485-9064 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| Forest Grove | 7170 | 3206 Pacific Ave | 97116 | 503-359-5346 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Gresham | 7116 | 25678 Se Stark St | 97030 | 503-674-8107 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Gresham | 7168 | 2196 Ne Burnside Rd | 97030 | 503-492-4791 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Hermiston | 7140 | 1305 N 1st St | 97838 | 541-567-3671 | OR | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Hillsboro | 7120 | 1525 Se 21st Ave | 97123 | 503-615-0957 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Hillsboro | 7129 | 7563 Se Tualatin Valley Hwy | 97123 | 503-356-1796 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Hillsboro | 7150 | 7455 NE Imbrie DR | 97124 | 503-693-8769 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Klamath Falls | 7171 | 3040 Washburn Wy | 97603 | 541-884-1980 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| Lebanon | 7178 | 2020 S Santiam Hwy | 97355 | 541-248-1175 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| Mcminnville | 7119 | 2565 Ne Highway 99w | 97128 | 503-474-9717 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Medford | 7102 | 2002 N Pacific Hwy | 97501 | 541-779-1561 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| Medford | 7103 | 309 E Barnett Rd | 97501 | 541-779-1471 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| Milwaukie | 7123 | 14811 Se Mcloughlin Blvd | 97267 | 503-353-9435 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Ontario | 7107 | 1407 Sw 4th Ave | 97914 | 541-889-8646 | OR | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Oregon City | 7132 | 19009 S Beavercreek Rd | 97045 | 503-657-9868 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Pendleton | 7149 | 1904 Sw Court Pl | 97801 | 541-278-7877 | OR | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Portland | 7105 | 921 S E Powell Blvd | 97202 | 503-230-8930 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7112 | 19110 Se Stark St | 97233 | 503-667-5393 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7121 | 4242 Se 82nd Ave | 97266 | 503-772-1341 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7122 | 500 Se 105th Ave | 97216 | 503-408-1519 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7124 | 7921 Martin Luther King Blvd | 97211 | 503-285-7430 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Portland | 7126 | 2714 Ne 57th Ave | 97213 | 503-282-8449 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7143 | 10500 Se 82nd Ave | 97086 | 503-775-6062 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7157 | 12444 Ne Airport Way | 97230 | 503-253-1437 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Portland | 7160 | 2260 Nw Wilson St | 97210 | 503-224-2267 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Roseburg | 7135 | 1400 Ne Stephens St | 97470 | 541-673-9943 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| Salem | 7115 | 1940 Lancaster Dr Ne | 97305 | 503-362-8850 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Salem | 7117 | 2801 Broadway St Ne | 97303 | 503-585-4830 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Salem | 7136 | 4195 Portland Rd Ne | 97301 | 503-363-3749 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Salem | 7144 | 2480 Mission St Se | 97302 | 503-763-0393 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Salem | 7152 | 4770 Commercial St Se | 97302 | 503-566-7240 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Springfield | 7139 | 1805 Pioneer Pkwy E | 97477 | 541-746-9940 | OR | BFI Management, LLC | MIKE | TASEVSKI |
| The Dalles | 7177 | 1407 W 6th St | 97058 | 541-296-4526 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Tigard | 7127 | 13090 Sw Pacific Hwy | 97223 | 503-624-9594 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Tualatin | 7155 | 7700 Sw Nyberg St | 97062 | 503-885-1389 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Wood Village | 7154 | 2602 Ne 238th Dr | 97060 | 503-666-1282 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Woodburn | 7128 | 110 Arney Rd | 97071 | 503-981-3338 | OR | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Easley | 6421 | 6601 Calhoun Memorial Hwy | 29640 | 864-810-3088 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Greenville | 6404 | 1106 N Pleasantburg Dr | 29607 | 864-609-0019 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Greenville | 6413 | 1490 Poinsett Hwy | 29609 | 864-467-0540 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Greenville | 6417 | 1343 S Pleasantburg Dr | 29605 | 864-263-7098 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Rock Hill | 6401 | 895 Heckle Blvd | 29730 | 839-274-0895 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Rock Hill | 6403 | 1929 Springsteen Rd | 29730 | 839-274-0671 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Simpsonville | 6405 | 2609 Woodruff Rd | 29681 | 864-609-4072 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Spartanburg | 6422 | 1500 Wo Ezell Blvd | 29301 | 864-587-7100 | SC | Cedar Tree Restaurant Group LLC | FRANK | CONLEY |
| Clarksville | 6923 | 40 Dover Crossing Rd | 37042 | 931-218-7354 | TN | Cedar Tree Restaurant Group of Tennessee, LLC | FRANK | CONLEY |
| Hermitage | 6902 | 5656 Old Hickory Blvd | 37076 | 615-252-5771 | TN | Cedar Tree Restaurant Group of Tennessee, LLC | FRANK | CONLEY |
| Nashville | 6900 | 3900 Dickerson Pike | 37207 | 615-252-5852 | TN | Cedar Tree Restaurant Group of Tennessee, LLC | FRANK | CONLEY |
| Nashville | 6919 | 5615 Charlotte Pike | 37209 | 615-258-9890 | TN | Cedar Tree Restaurant Group of Tennessee, LLC | FRANK | CONLEY |
| Alamo | 4603 | 1448 Duranta Ave | 78516 | 956-475-3689 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Allen | 3799 | 804 W Mcdermott Dr | 75013 | 972-727-8327 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Allen | 4798 | 394 E Stacy Rd | 75002 | 214-383-5660 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Alvarado | 4876 | 5780 S Interstate 35 W | 76009 | 817-783-3055 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Alvin | 664 | 615 S Gordon St | 77511 | 281-331-2311 | TX | A 3 H Foods, LP | ALI | KESHANI |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Alvin | 3928 | 2805 N Highway 35 | 77511 | 281-331-2505 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Angleton | 685 | 839 E Mulberry St | 77515 | 979-459-2404 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Arlington | 740 | 900 N Collins St | 76011 | 817-274-0896 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 765 | 700 W Division St | 76012 | 817-583-6430 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Arlington | 3715 | 3737 S Cooper St | 76015 | 817-472-9462 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 3718 | 5775 W Pleasant Ridge Rd | 76016 | 817-483-5812 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 3724 | 2880 E Pioneer Pkwy | 76010 | 817-640-2145 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 3734 | 753 W Lamar Blvd | 76012 | 682-248-3435 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 3738 | 1734 E Division St | 76011 | 817-860-5842 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 3750 | 5340 Matlock Rd | 76018 | 682-252-4877 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Arlington | 3759 | 2401 Se Green Oaks Blvd | 76018 | 817-375-3756 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Arlington | 3777 | 5920 S Cooper St | 76017 | 817-557-8743 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Arlington | 3782 | 901 Interstate 20 E | 76018 | 817-419-9402 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Arlington | 4746 | 4950 W Sublett Rd | 76001 | 817-563-0087 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Austin | 810 | 7901 Burnet Rd | 78757 | 512-454-1555 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 823 | 1801 W Ben White Blvd | 78704 | 512-442-1697 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 825 | 814 E Rundberg Ln | 78753 | 512-837-1232 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 840 | 110 E William Cannon DR | 78745 | 512-442-0099 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 842 | 904 E Braker Ln | 78753 | 512-835-7054 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 843 | 9825 Burnet Rd | 78758 | 512-832-9323 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 845 | 1936 E Oltorf St | 78741 | 512-462-2676 | TX | RRH - Austin, LLC | CLYDE | RUCKER |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Austin | 848 | 8630 N Lamar Blvd | 78753 | 512-834-8924 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 865 | 6419 Airport Blvd | 78752 | 512-452-9291 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 867 | 6210 W William Cannon Dr | 78749 | 512-899-1312 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 869 | 1000 E 41st St Unit K | 78751 | 512-458-6252 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 904 | 6133 E Ben White Blvd | 78741 | 512-389-0490 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 905 | 8706 E Us Highway 290 | 78724 | 512-928-8969 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 906 | 7404 Mcneil Dr | 78729 | 512-219-1809 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 907 | 1151 Airport Blvd | 78702 | 512-928-8381 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 912 | 6540 Ed Bluestein Blvd | 78723 | 512-927-0330 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 922 | 12309 Dessau Rd | 78754 | 512-491-8200 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 949 | 9300 S Interstate 35 Bldg G300 | 78748 | 512-291-1188 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Austin | 4845 | 6800 Berkman Dr. | 78723 | 512-291-2210 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Azle | 3832 | 509 Central Dr | 76020 | 817-270-4465 | TX | Feast Texas LLC | DAN | MYHREN |
| Bacliff | 3656 | 4605 Highway 146 | 77518 | 281-339-6789 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Balch Springs | 4756 | 12325 Lake June Rd | 75180 | 214-200-3966 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Bastrop | 4812 | 1641 Highway 71 E | 78602 | 512-308-9561 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Bay City | 680 | 2804 7th St | 77414 | 979-401-3763 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Baytown | 3668 | 8832 N Highway 146 | 77523 | 281-383-7363 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Baytown | 3936 | 3601 N Main St | 77521 | 281-420-6060 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Baytown | 4749 | 4234 Decker Dr | 77520 | 832-926-4817 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Baytown | 4946 | 5107 East Fwy | 77521 | 832-400-2081 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Beaumont | 3646 | 590 Washington Blvd | 77705 | 409-832-4855 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Beaumont | 3647 | 5601 College St | 77707 | 409-842-9480 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Beaumont | 3978 | 7380 Highway 105 | 77713 | 409-898-1948 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Beaumont | 4776 | 1550 Interstate 10 E | 77703 | 409-813-1641 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Beaumont | 4808 | 680 N 11th St | 77702 | 409-832-6900 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Bedford | 3742 | 3355 Harwood Rd | 76021 | 817-540-4933 | TX | Feast Texas LLC | DAN | MYHREN |
| Bellmead | 3814 | 1525 Interstate 35 N | 76705 | 254-339-1413 | TX | Jackberry LLC | CODY | HERRICK |
| Belton | 4720 | 2808 Oakmark Dr | 76513 | 254-910-2168 | TX | Jackberry LLC | CODY | HERRICK |
| Benbrook | 756 | 7901 Camp Bowie W Blvd | 76116 | 817-244-0095 | TX | Indo Desert LLC | STEVEN | MYERS |
| Brenham | 687 | 400 Highway 290 W | 77833 | 979-836-2657 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Brookshire | 3654 | 321 Fm 359 Rd S | 77423 | 281-934-1616 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Brownsville | 3664 | 916 N Expressway | 78521 | 956-541-8511 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Brownsville | 3674 | 5120 S Padre Island Hwy | 78521 | 956-831-7199 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Brownsville | 3676 | 3355 International Blvd | 78521 | 956-544-5999 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Brownsville | 3951 | 2150 Paredes Line Rd | 78521 | 956-550-8994 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Brownsville | 4602 | 4250 N Expressway # 77 | 78526 | 956-525-7059 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Bryan | 675 | 2906 S Texas Ave | 77802 | 979-775-7103 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Bryan | 3855 | 900 N Earl Rudder Fwy | 77802 | 979-731-8893 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Buda | 919 | 15320 Interstate 35 | 78610 | 512-295-6786 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Carrollton | 774 | 2666 Josey Ln | 75007 | 972-245-2082 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Carrollton | 4784 | 2452 Luna Rd | 75006 | 972-247-5181 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Carrollton | 4875 | 1000 E Hebron Pkwy | 75007 | 940-464-5800 | TX | Feast Texas LLC | DAN | MYHREN |
| Cedar Creek | 925 | 111 W State Highway 21 | 78612 | 512-308-0387 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Cedar Hill | 3843 | 412 N Highway 67 | 75104 | 972-293-9727 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Channelview | 670 | 514 Sheldon Rd | 77530 | 281-452-2918 | TX | Izu Group Restaurants, LLC | OPIAH | IZU |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Cleburne | 766 | 603 W Henderson St | 76033 | 817-202-0153 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Cleburne | 3829 | 110 W Katherine P Rains Rd | 76033 | 817-202-0145 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Cleveland | 691 | 419 S Washington Ave | 77327 | 281-592-9683 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| College Station | 683 | 1504 Texas Ave S | 77840 | 979-693-4310 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Columbus | 3945 | 2209 Highway 71 S | 78934 | 979-500-3982 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Conroe | 3905 | 3595 N Loop 336 E | 77301 | 936-539-3814 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Conroe | 3957 | 1300 League Line Rd | 77301 | 936-890-2059 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Conroe | 4713 | 9300 Highway 242 | 77385 | 936-271-3277 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Conroe | 4810 | 1405 N Loop 336 W | 77304 | 936-441-5369 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Conroe | 4965 | 225 N Frazier St | 77301 | 936-224-5535 | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Corinth | 3768 | 7900 S Interstate 35 E | 76210 | 940-331-0500 | TX | Feast Texas LLC | DAN | MYHREN |
| Corpus Christi | 4727 | 3155 S Padre Island Dr | 78415 | 361-225-3746 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Corpus Christi | 4728 | 1502 Airline Rd Ste 302 | 78412 | 361-980-8067 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Corpus Christi | 4729 | 10602 Ih 37 | 78410 | 361-242-9818 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Corpus Christi | 4751 | 1238 Waldron Rd | 78418 | 361-939-9643 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Corsicana | 3812 | 2001 E Highway 31 | 75109 | 903-872-5944 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Corsicana | 4879 | 2004 W 7th Ave | 75110 | 903-915-4140 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Crosby | 3995 | 13902 Fm 2100 Rd | 77532 | 281-462-2527 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Cross Roads | 4835 | 11920 US Hwy 380 | 76227 | 940-365-9848 | TX | Feast Texas LLC | DAN | MYHREN |
| Crowley | 4826 | 800 S Crowley Rd | 76036 | 817-297-2230 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Cypress | 3989 | 7021 Fry Rd | 77433 | 281-856-8503 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Cypress | 4813 | 17926 Spring Cypress Rd | 77429 | 346-666-5594 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Cypress | 4843 | 14054 Grant Road | 77429 | 281-516-9630 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Cypress | 4849 | 9310 Barker Cypress Rd | 77433 | 281-855-9919 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Dallas | 701 | 11404 Garland Rd | 75218 | 214-327-8363 | TX | J&F and Sons, LLC | JAVED | ASLAM |
| Dallas | 702 | 3811 Live Oak St | 75204 | 214-826-2470 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 703 | 1020 W Davis St | 75208 | 214-946-5020 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 704 | 4402 Maple Ave | 75219 | 214-521-2560 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 705 | 404 W Illinois Ave | 75224 | 214-946-5019 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 713 | 3117 Inwood Rd | 75235 | 214-358-3966 | TX | J&F and Sons, LLC | JAVED | ASLAM |
| Dallas | 715 | 3195 Royal Ln | 75229 | 214-351-5580 | TX | J&F and Sons, LLC | JAVED | ASLAM |
| Dallas | 722 | 10107 Marsh Ln | 75229 | 214-350-2632 | TX | Feast Texas LLC | DAN | MYHREN |
| Dallas | 727 | 6308 Gaston Ave | 75214 | 214-823-3881 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 734 | 6355 E Mockingbird Ln | 75214 | 214-826-7320 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 744 | 3232 N Buckner Blvd | 75228 | 214-964-0858 | TX | J&F and Sons, LLC | JAVED | ASLAM |
| Dallas | 748 | 13555 Preston Rd | 75240 | 972-239-2782 | TX | Tash Foods, LLC | TANZEEM | RIZVI |
| Dallas | 749 | 9661 Skillman St | 75243 | 214-340-3321 | TX | Tash Foods, LLC | TANZEEM | RIZVI |
| Dallas | 783 | 4210 N Central Expy | 75206 | 214-823-3650 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 800 | 3050 Highland Rd | 75228 | 214-258-5112 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 3704 | 2720 W Northwest Hwy | 75220 | 214-352-9049 | TX | Feast Texas LLC | DAN | MYHREN |
| Dallas | 3733 | 18220 Dallas Pkwy | 75287 | 972-732-0033 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Dallas | 3744 | 7940 Lbj Fwy | 75251 | 972-404-8706 | TX | Aysha Foods, Inc. | TJ | AHMED |
| Dallas | 3757 | 2727 W Wheatland Rd | 75237 | 972-780-9494 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Dallas | 3758 | 2405 Royal Ln | 75229 | 469-372-0284 | TX | TriBox, LLC | YASIN | CHOUDRY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Dallas | 3767 | 2204 W Northwest Hwy | 75220 | 214-351-3104 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 3780 | 2323 W Ledbetter Dr | 75224 | 214-333-7606 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 3824 | 7410 Bonnie View Rd | 75241 | 972-225-2656 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 3853 | 5025 S Lancaster Rd | 75216 | 214-376-6722 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 3865 | 4313 W Illinois Ave | 75211 | 214-467-7943 | TX | Spring Valley Jack, LLC | TJ | AHMED |
| Dallas | 4748 | 1228 Robert B Cullum Blvd | 75210 | 214-928-9194 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 4779 | 110 E Camp Wisdom Rd | 75241 | 972-228-5679 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Dallas | 4806 | 721 S R L Thornton Fwy | 75203 | 214-946-3248 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 4820 | 190 Continental Ave | 75207 | 214-760-9324 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Dallas | 4824 | 5336 Philip Ave | 75223 | 214-823-2144 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Dallas | 4834 | 6010 W Davis St. | 75211 | 214-339-4834 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Dallas | 4862 | 14219 Coit Rd | 75254 | 469-687-0108 | TX | Spring Valley Jack, LLC | TJ | AHMED |
| Dayton | 3964 | 208 E Highway 90 | 77535 | 936-257-8008 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| De Soto | 742 | 901 N Hampton Rd | 75115 | 972-223-4444 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Decatur | 3753 | 900 S Highway 287 | 76234 | 940-627-7325 | TX | Feast Texas LLC | DAN | MYHREN |
| Deer Park | 3918 | 10 Center St | 77536 | 281-478-4348 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Del Rio | 947 | 100 Braddie Dr | 78840 | 830-282-1078 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| Del Valle | 4850 | 2517 E Highway 71 | 78617 | 512-243-5699 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Denison | 768 | 1120 S Austin Ave | 75020 | 903-465-4343 | TX | Vinder Foods, LLC | RABI | VISWANATH |
| Denton | 3776 | 328 W University Dr | 76201 | 940-484-8068 | TX | Feast Texas LLC | DAN | MYHREN |
| Denton | 3835 | 104 S Loop 288 | 76209 | 940-566-6721 | TX | Feast Texas LLC | DAN | MYHREN |
| Diboll | 3786 | 400 N Temple Dr | 75941 | 936-829-3344 | TX | LBY Foods, LLC | ALI | KESHANI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Donna | 4600 | 1910 E Interstate Hwy 2 | 78537 | 956-461-9060 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Duncanville | 796 | 907 E Highway 67 | 75137 | 972-709-2757 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Duncanville | 4827 | 107 E Camp Wisdom Rd | 75116 | 972-283-5664 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Eagle Pass | 4968 | 564 S Bibb Ave | 78852 | 346-569-6065 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Edinburg | 3947 | 1602 W University Dr | 78539 | 956-386-1832 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Edinburg | 4700 | 102 E Monte Cristo Rd | 78541 | 956-316-1558 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| El Paso | 875 | 4160 N Mesa Dr | 79902 | 915-545-2494 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 876 | 5519 W Alameda Ave | 79905 | 915-772-5533 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 877 | 6700 Montana Ave | 79925 | 915-778-5822 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 878 | 9004 Dyer St | 79904 | 915-751-0581 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 880 | 5350 Montana Ave | 79903 | 915-772-9863 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 882 | 1448 N Lee Trevino Dr | 79936 | 915-590-0990 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 883 | 1115 McRae Blvd | 79925 | 915-594-6608 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 884 | 7911-A Artcraft Rd | 79932 | 915-581-4500 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 885 | 8040 N Mesa St | 79932 | 915-760-4995 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 886 | 12207 Montwood Dr | 79938 | 915-856-0736 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 4804 | 655 Redd Rd | 79912 | 915-760-4616 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| El Paso | 4833 | 1318a George Dieter Dr | 79936 | 915-860-7922 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| Elsa | 3991 | 409 E Edinburg Ave | 78543 | 956-262-8508 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Ennis | 775 | 1102 E Ennis Ave | 75119 | 469-881-1048 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Euless | 3841 | 206 N Main St | 76039 | 817-685-6210 | TX | Feast Texas LLC | DAN | MYHREN |
| Euless | 4707 | 3001 W Euless Blvd | 76040 | 817-571-7501 | TX | Feast Texas LLC | DAN | MYHREN |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Fairfield | 3763 | 691 W Us Highway 84 | 75840 | 903-389-2186 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Farmers Branch | 743 | 3206 Belt Line Rd | 75234 | 972-243-7588 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Ferris | 4781 | 400 S Interstate Highway 45 | 75125 | 972-544-2375 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Forney | 4783 | 769 E Us Highway 80 | 75126 | 972-552-5803 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Fort Worth | 751 | 3209 E Belknap St | 76111 | 817-831-2404 | TX | Feast Texas LLC | DAN | MYHREN |
| Fort Worth | 759 | 2851 W Berry St | 76109 | 817-921-2471 | TX | Indo Desert LLC | STEVEN | MYERS |
| Fort Worth | 760 | 5031 E Lancaster Ave | 76103 | 817-534-7760 | TX | Feast Texas LLC | DAN | MYHREN |
| Fort Worth | 761 | 5930 Camp Bowie Blvd | 76107 | 817-732-6881 | TX | Indo Desert LLC | STEVEN | MYERS |
| Fort Worth | 779 | 217 University Dr | 76107 | 817-332-3992 | TX | Feast Texas LLC | DAN | MYHREN |
| Fort Worth | 3717 | 3459 Altamesa Blvd | 76133 | 817-292-3398 | TX | Indo Desert LLC | STEVEN | MYERS |
| Fort Worth | 3727 | 4610 S Hulen St | 76132 | 817-292-5025 | TX | Indo Desert LLC | STEVEN | MYERS |
| Fort Worth | 3770 | 14100 Trinity Blvd | 76155 | 817-358-9517 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Fort Worth | 3834 | 1500 S University Dr | 76107 | 817-877-0797 | TX | Indo Desert LLC | STEVEN | MYERS |
| Fort Worth | 4730 | 8513 S Hulen St | 76123 | 817-292-0236 | TX | Indo Desert LLC | STEVEN | MYERS |
| Fort Worth | 4792 | 7351 Oakmont Blvd | 76132 | 817-292-5476 | TX | Feast Texas LLC | DAN | MYHREN |
| Fort Worth | 4887 | 5400 Blue Mound Rd | 76131 | | TX | Feast Texas LLC | DAN | MYHREN |
| Freeport | 3961 | 2101 N Brazosport Blvd | 77541 | 979-705-1181 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Fresno | 3958 | 12331 Highway 6 | 77545 | 281-431-3833 | TX | LBY Foods, LLC | ALI | KESHANI |
| Friendswood | 3670 | 101 E Parkwood Ave | 77546 | 281-992-8035 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Frisco | 4796 | 9133 Legacy Dr | 75034 | 214-436-5415 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Frisco | 4867 | 9055 John Hickman Pkwy | 75034 | 469-535-3938 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Ft Worth | 4832 | 2916 E Berry St | 76105 | 817-536-2616 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Ft Worth | 4868 | 9133 North Fwy | 76177 | 817-306-3630 | TX | Feast Texas LLC | DAN | MYHREN |
| Ft. Worth | 4858 | 2220 Jacksboro Hwy | 76106 | 817-378-0511 | TX | Feast Texas LLC | DAN | MYHREN |
| Gainesville | 741 | 219 N Grand Ave | 76240 | 940-665-2911 | TX | Feast Texas LLC | DAN | MYHREN |
| Galveston | 645 | 2300 61st St | 77551 | 409-261-2355 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Galveston | 4840 | 5028 Broadway | 77551 | 409-740-7222 | TX | GRS Foods, LLC | ALI | KESHANI |
| Garland | 716 | 3101 S 1st St | 75041 | 972-278-0412 | TX | Feast Texas LLC | DAN | MYHREN |
| Garland | 767 | 3480 Arapaho Rd | 75044 | 972-530-6265 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Garland | 785 | 1001 W Centerville Rd | 75041 | 469-626-9940 | TX | Yadarr, Inc. | MANNY | ARRUDA |
| Garland | 791 | 1382 Belt Line Rd | 75040 | 972-530-3831 | TX | Tash Foods, LLC | TANZEEM | RIZVI |
| Garland | 3771 | 4015 Bobtown Rd | 75043 | 972-303-4304 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Georgetown | 874 | 1001 Leander Rd | 78628 | 512-864-2951 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Georgetown | 4786 | 710 W University Ave | 78626 | 512-863-5725 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Gilmer | 3854 | 516 N Wood St | 75644 | 903-843-2665 | TX | East Box, LLC | CHRIS | ASLAM |
| Glenn Heights | 3775 | 1703 S Beckley Rd | 75154 | 972-274-3417 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Granbury | 3815 | 1010 Morgan St | 76048 | 817-573-8093 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Grand Prairie | 746 | 2514 S Belt Line Rd | 75052 | 972-264-3177 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Grand Prairie | 763 | 101 E Main St | 75050 | 972-262-2396 | TX | Bassam Odeh, Inc. | BASSAM | ODEH |
| Grand Prairie | 3737 | 2085 N Highway 360 | 75050 | 817-640-1251 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Grand Prairie | 3746 | 4004 S Belt Line Rd | 75052 | 972-642-3330 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Grand Prairie | 4874 | 3146 S State Hwy 161 | 75052 | 972-639-3316 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Grapevine | 3730 | 1290 William D Tate Ave | 76051 | 817-481-6493 | TX | Feast Texas LLC | DAN | MYHREN |
| Greenville | 772 | 6403 Wesley St | 75402 | 903-454-1616 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Haltom City | 3719 | 5200 E Belknap St | 76117 | 817-831-8378 | TX | Feast Texas LLC | DAN | MYHREN |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Harker Heights | 4900 | 160 E Central Texas Expy | 76548 | 254-688-3776 | TX | Jackberry LLC | CODY | HERRICK |
| Harlingen | 3653 | 322 S 77 Sunshine Strip | 78550 | 956-412-3964 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Harlingen | 3659 | 1406 W Tyler Ave | 78550 | 956-412-6322 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Harlingen | 3948 | 4714 S Expressway 83 | 78552 | 956-365-3500 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Hempstead | 3959 | 1925 Fm 1488 Rd | 77445 | 979-921-0695 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Hidalgo | 3975 | 520 S International Blvd | 78557 | 956-843-2203 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Highlands | 3935 | 302 N Main St Ste 3 | 77562 | 281-843-6622 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Hitchcock | 3943 | 7728 Highway 6 | 77563 | 409-986-4443 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Horizon City | 4650 | 13640 Horizon Blvd. | 79928 | 915-206-6372 | TX | Odessa Enterprises, Inc. | MIKE NORWICH | JR |
| Houston | 604 | 801 Telephone Rd | 77023 | 713-926-6437 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 609 | 9302 Jensen Dr | 77093 | 713-692-3013 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 615 | 5715 Bellfort Ave | 77033 | 713-733-0496 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |
| Houston | 618 | 8410 Hillcroft St | 77096 | 346-327-2060 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 621 | 4403 Fannin St | 77004 | 713-527-9065 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 624 | 5801 Bellaire Blvd | 77081 | 832-706-2830 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 625 | 9424 Homestead Rd | 77016 | 713-631-7370 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 627 | 3908 Bellaire Blvd | 77025 | 832-916-4768 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 630 | 1419 Gessner Dr | 77080 | 346-440-2042 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 632 | 7221 Fondren Rd | 77036 | 713-271-4439 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Houston | 633 | 1395 Federal Rd | 77015 | 713-455-1818 | TX | Houston Foodie, LLC | Manny | Colorado |
| Houston | 634 | 94 E Crosstimbers St | 77022 | 713-694-4956 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 637 | 9645 Westheimer Rd | 77063 | 346-327-2101 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 640 | 4400 W Fuqua St | 77045 | 713-485-6105 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 644 | 7545 Park Place Blvd | 77087 | 713-564-4110 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |
| Houston | 649 | 1072 Edgebrook Dr | 77034 | 713-281-4004 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Houston | 651 | 2218 Little York Rd | 77093 | 713-697-3813 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 658 | 7502 N Shepherd Dr | 77088 | 713-694-3248 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 665 | 9602 Mesa Dr | 77078 | 713-633-3584 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 666 | 11234 Airline Dr | 77037 | 281-448-6939 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 667 | 10004 Telephone Rd | 77075 | 713-991-2597 | TX | Izu Group Restaurants, LLC | OPIAH | IZU |
| Houston | 669 | 10806 Bissonnet St | 77099 | 832-328-1917 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 672 | 8767 S Main St | 77025 | 281-819-1672 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 673 | 13706 State Highway 249 | 77086 | 281-447-6343 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 674 | 5316 Antoine Dr | 77091 | 832-699-1096 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 679 | 8000 Howard Dr | 77017 | 713-645-3612 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |
| Houston | 689 | 251 Greens Rd | 77060 | 281-876-2714 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 692 | 11910 Westheimer Rd | 77077 | 281-752-4889 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 696 | 8601 W Bellfort St | 77031 | 713-771-3580 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 697 | 14555 Falling Creek Dr | 77014 | 281-444-6774 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3600 | 11630 Hempstead Hwy | 77092 | 832-930-6013 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3602 | 14754 Wallisville Rd | 77049 | 713-453-0325 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Houston | 3605 | 11080 Scarsdale Blvd | 77089 | 281-484-2324 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |
| Houston | 3606 | 5757 Hollister St | 77040 | 713-690-2329 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3615 | 7525 East Fwy | 77020 | 713-673-0489 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3616 | 2420 Bay Area Blvd | 77058 | 346-553-8105 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3617 | 9429 Jones Rd | 77065 | 281-469-6856 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3618 | 6902 Highway 6 N | 77084 | 281-550-9655 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 3620 | 607 Fm 1960 Rd E | 77073 | 281-821-6077 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3625 | 2801 Hillcroft Ave | 77057 | 281-845-9418 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Houston | 3626 | 14643 Woodforest Blvd | 77015 | 713-451-8102 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Houston | 3629 | 3302 Richmond Ave | 77098 | 346-476-1653 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3630 | 12235 Jones Rd | 77070 | 281-894-7331 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3634 | 4920 W Bellfort St | 77035 | 713-728-5856 | TX | LBY Foods, LLC | ALI | KESHANI |
| Houston | 3636 | 19602 Tomball Pkwy | 77070 | 281-955-1642 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 3638 | 3110 W Dallas St | 77019 | 713-942-9524 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3639 | 10901 Bellaire Blvd | 77072 | 832-672-4718 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 3642 | 15819 John F Kennedy Blvd | 77032 | 281-987-8316 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3643 | 8603 Fm 1960 Rd W | 77070 | 281-955-0830 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3644 | 6006 Hillcroft Ave | 77081 | 713-271-7117 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Houston | 3663 | 14775 North Fwy | 77090 | 281-875-1644 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3665 | 2901 Airline Dr | 77009 | 346-200-9623 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3669 | 14540 Westheimer | 77077 | 346-327-2055 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3675 | 7699 Katy Fwy | 77024 | 346-200-5767 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3683 | 2277 W Sam Houston Pkwy N | 77043 | 713-827-7618 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Houston | 3689 | 5850 Gulf Fwy | 77023 | 713-923-2188 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3690 | 4550 San Felipe St | 77027 | 713-626-5771 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Houston | 3691 | 10742 Veterans Memorial Dr | 77038 | 281-999-1555 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3695 | 12777 East Fwy | 77015 | 713-450-2403 | TX | Izu Group Restaurants, LLC | OPIAH | IZU |
| Houston | 3698 | 8111 Airport Blvd | 77061 | 713-242-0896 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Houston | 3699 | 1217 Wayside Dr | 77011 | 713-928-6095 | TX | Izu Group Restaurants, LLC | OPIAH | IZU |
| Houston | 3901 | 9310 Clay Rd | 77080 | 713-462-6308 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 3909 | 10454 Richmond Ave | 77042 | 346-789-0092 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3913 | 11605 S Sam Houston Pkwy E | 77089 | 281-484-1782 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Houston | 3914 | 16310 S Post Oak Rd | 77053 | 281-437-6174 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 3915 | 11912 Galveston Rd Ste A | 77034 | 281-484-7985 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3927 | 12446 Fm 1960 Rd W | 77065 | 281-897-9293 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3931 | 5656 N Eldridge Pkwy | 77041 | 346-200-6036 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3939 | 1765 W Mt Houston Rd | 77038 | 281-445-3911 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3940 | 6325 Barker Cypress Rd | 77084 | 346-439-9595 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3960 | 10450 Huffmeister Rd | 77065 | 281-970-0992 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3962 | 2709 Reed Rd | 77051 | 713-264-0832 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3967 | 8055 N Sam Houston Pkwy W | 77064 | 281-894-2638 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3972 | 1812 Ella Blvd | 77008 | 281-901-1763 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 3973 | 12102 Veterans Memorial Dr | 77067 | 281-893-0102 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 3979 | 739 N Sam Houston Pkwy E | 77060 | 281-405-8140 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3986 | 5550 Gulfton St | 77081 | 713-218-9671 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3990 | 12680 Beechnut St | 77072 | 832-328-1881 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 3998 | 7045 Airline Dr | 77076 | 713-692-0555 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 3999 | 8923 E Sam Houston Pkwy N | 77044 | 281-459-9949 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Houston | 4701 | 11833 Barker Cypress Rd | 77433 | 346-385-0972 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 4709 | 3601 Old Spanish Trail | 77021 | 713-747-1046 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 4715 | 6060 Long Dr | 77087 | 713-242-7069 | TX | CRG Restaurant Group LLC | CAPRICE | LININGTON |
| Houston | 4722 | 5248 Allum Rd | 77045 | 713-721-7808 | TX | LBY Foods, LLC | ALI | KESHANI |
| Houston | 4736 | 14220 Cullen Blvd | 77047 | 713-738-8830 | TX | LBY Foods, LLC | ALI | KESHANI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Houston | 4737 | 13351 Briar Forest Dr | 77077 | 832-930-1070 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Houston | 4766 | 7533 Harrisburg Blvd | 77012 | 713-928-8942 | TX | LBY Foods, LLC | ALI | KESHANI |
| Houston | 4767 | 3415 Navigation Blvd | 77003 | 713-224-5006 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 4801 | 8497 S Sam Houston Pkwy E | 77075 | 713-987-9111 | TX | Izu Group Restaurants, LLC | OPIAH | IZU |
| Houston | 4803 | 6810 Bingle Rd | 77092 | 713-690-1210 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 4831 | 647 Rankin Rd | 77073 | 281-209-2361 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Houston | 4836 | 13602 S. Post Oak | 77045 | 713-485-5005 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Houston | 4839 | 5415 S Rice Ave | 77081 | 713-667-7803 | TX | LBY Foods, LLC | ALI | KESHANI |
| Houston | 4857 | 2800 N Terminal Rd | 77032 | 281-821-6553 | TX | Airport Food Services LLC | SERGIO | GUZMAN |
| Houston | 4953 | 1240 W Orem Dr | 77047 | 713-413-9078 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Houston | 4957 | 11911 Eastex Fwy | 77039 | 832-626-7427 | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Houston | 4961 | 7610 Eastex Freeway | 77093 | 832-831-2207 | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Houston | 4967 | 3944 Aldine Mail Rte Rd | 77039 | | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Hudson Oaks | 4891 | 2628 Fort Worth Hwy | 76087 | | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Humble | 3672 | 7810 Fm 1960 Bypass Rd W | 77338 | 281-548-7374 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Humble | 3688 | 7019 N Sam Houston Pkwy E | 77396 | 281-441-3704 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Humble | 3692 | 7417 Fm 1960 Rd E | 77346 | 281-812-4830 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Humble | 3920 | 21510 Aldine Westfield Rd | 77338 | 281-443-3562 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Humble | 3981 | 7101 Will Clayton Pkwy | 77338 | 281-540-1578 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Humble | 4775 | 18 Wilson Rd | 77338 | 281-446-2398 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Huntsville | 678 | 2251 Sam Houston Ave | 77340 | 936-295-5821 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Huntsville | 4702 | 3005 Highway 30 | 77320 | 936-435-0588 | TX | A 3 H Foods, LP | ALI | KESHANI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Hurst | 4869 | 1491 Precinct Line Rd | 76053 | 817-284-4869 | TX | Feast Texas LLC | DAN | MYHREN |
| Hutchins | 3784 | 121 S Interstate 45 Service Rd | 75141 | 972-225-3480 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Irving | 721 | 2952 N Belt Line Rd | 75062 | 972-252-5011 | TX | Bassam Odeh, Inc. | BASSAM | ODEH |
| Irving | 725 | 502 N O Connor Rd | 75061 | 972-254-6504 | TX | Bassam Odeh, Inc. | BASSAM | ODEH |
| Irving | 787 | 925 N Loop 12 | 75061 | 972-579-9439 | TX | Feast Texas LLC | DAN | MYHREN |
| Irving | 3716 | 4206 W Airport Fwy | 75062 | 972-986-4250 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Irving | 3748 | 5340 Macarthur Blvd | 75038 | 972-751-1646 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Irving | 4711 | 8655 Cypress Waters Blvd | 75063 | 972-556-2588 | TX | Feast Texas LLC | DAN | MYHREN |
| Irving | 4782 | 2500 W Irving Blvd | 75061 | 972-986-7850 | TX | BDAA Holdings I, L.T.D | BASSAM | ODEH |
| Irving | 4846 | 515 W Airport Fwy | 75062 | 469-262-1516 | TX | BMO Investments LLC | BASSAM | ODEH |
| Italy | 4872 | 160 Riddle Rd | 76651 | 469-553-0555 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Jasper | 4807 | 1007 S Wheeler St | 75951 | 409-384-5611 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Katy | 3603 | 903 S Mason Rd | 77450 | 346-295-8116 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Katy | 3938 | 1480 S Grand Pkwy | 77494 | 281-698-5319 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Katy | 3941 | 25105 Market Place Dr | 77494 | 346-347-3642 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Katy | 3955 | 3072 N Fry Rd | 77449 | 281-828-1404 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Katy | 3993 | 20350 Park Row Blvd | 77449 | 281-505-9385 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Katy | 4951 | 22803 Morton Ranch Rd | 77449 | 281-769-9533 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Kaufman | 4732 | 1904 S Washington St | 75142 | 972-932-3495 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Keller | 3793 | 103 N Main St | 76248 | 817-431-5225 | TX | Feast Texas LLC | DAN | MYHREN |
| Killeen | 838 | 3201 E Veterans Memorial Blvd | 76543 | 254-226-3039 | TX | Jackberry LLC | CODY | HERRICK |
| Killeen | 3852 | 1100 E Central Texas Expy | 76541 | 254-690-2055 | TX | Jackberry LLC | CODY | HERRICK |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Killeen | 3864 | 5301 W Stan Schlueter Loop | 76549 | 254-684-0924 | TX | Jackberry LLC | CODY | HERRICK |
| Killeen | 4710 | 3800 E Elms Rd | 76542 | 254-680-4630 | TX | Jackberry LLC | CODY | HERRICK |
| Killeen | 4847 | 325 37th St #325 | 76544 | 254-285-2017 | TX | Freedom Food Management Group LLC | CHAD | KENYON |
| Kyle | 4761 | 5061 Kyle Center Dr | 78640 | 512-268-7106 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| La Marque | 671 | 4308 Texas Ave | 77568 | 409-261-2412 | TX | A 3 H Foods, LP | ALI | KESHANI |
| La Marque | 4950 | 2605 Main St | 77568 | 409-938-1950 | TX | GRS Foods, LLC | ALI | KESHANI |
| La Porte | 3693 | 1018 Highway 146 S | 77571 | 281-470-7060 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| La Porte | 4733 | 9629 W Fairmont Pkwy | 77571 | 281-542-9730 | TX | LBY Foods, LLC | ALI | KESHANI |
| Lake Jackson | 3934 | 165 Oyster Creek Dr | 77566 | 979-341-9906 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Lake Worth | 797 | 6352 Lake Worth Blvd | 76135 | 817-237-1062 | TX | Indo Desert LLC | STEVEN | MYERS |
| Lancaster | 4750 | 1448 W Pleasant Run Rd | 75146 | 972-227-2243 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Laredo | 946 | 5002 Saunders St | 78041 | 956-723-3675 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Laredo | 3673 | 2612 Cortez St | 78043 | 956-712-9116 | TX | A 3 H Foods, LP | MANNY | COLORADO |
| Laredo | 3899 | 8919 Mines Rd | 78045 | 956-568-3575 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Laredo | 3922 | 7101 San Dario Ave | 78045 | 956-726-8187 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Laredo | 3924 | 10519 McPherson Rd | 78045 | 832-604-6515 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Laredo | 3983 | 4502 S Zapata Hwy | 78046 | 956-724-2793 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| League City | 3666 | 1908 E Main St | 77573 | 281-338-9328 | TX | A 3 H Foods, LP | ALI | KESHANI |
| League City | 4793 | 1665 W Fm 646 Rd | 77573 | 281-534-1079 | TX | A 3 H Foods, LP | ALI | KESHANI |
| League City | 4861 | 1503 W League City Pkwy | 77573 | 281-316-6226 | TX | GRS Foods, LLC | ALI | KESHANI |
| Lewisville | 795 | 1563 W Main St | 75067 | 469-549-0795 | TX | Feast Texas LLC | DAN | MYHREN |
| Lewisville | 3845 | 732 Hebron Pkwy | 75057 | 972-459-9323 | TX | Feast Texas LLC | DAN | MYHREN |
| Liberty | 3910 | 2320 N Main St | 77575 | 936-641-9800 | TX | Houston Foodie, LLC | MANUEL | COLORADO |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Little Elm | 4837 | 2063 FM 423 | 75068 | 469-731-5890 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Livingston | 3977 | 313 E Church St | 77351 | 346-260-5599 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Livingston | 4956 | 101 US-59 Loop S | 77351 | 936-327-1144 | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Livingston | 4964 | 11879 US-59 | 77351 | | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Longview | 3810 | 490 E Loop 281 | 75605 | 903-758-0193 | TX | East Box, LLC | CHRIS | ASLAM |
| Lufkin | 3783 | 1903 W Frank St | 75904 | 936-634-1985 | TX | LBY Foods, LLC | ALI | KESHANI |
| Lufkin | 3801 | 1902 E Denman Ave | 75901 | 936-634-2011 | TX | LBY Foods, LLC | ALI | KESHANI |
| Mabank | 789 | 509 N 1st St | 75147 | 903-887-1888 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Magnolia | 3949 | 6734 Fm 1488 Rd | 77354 | 281-252-3596 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Magnolia | 3987 | 17607 Fm 1488 Rd | 77354 | 281-259-3965 | TX | CNR QSR Holdings LP | MANUEL | COLORADO |
| Mansfield | 3760 | 1782 Highway 157 N | 76063 | 817-453-0313 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Mansfield | 4873 | 3140 E Broad St | 76063 | 817-592-3220 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Manvel | 3911 | 17502 Highway 6 | 77578 | 281-489-3533 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Mcallen | 3658 | 1601 S 23rd St | 78503 | 956-618-2234 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Mcallen | 3660 | 909 Pecan Blvd | 78501 | 956-682-7229 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Mcallen | 3661 | 151 W Nolana St | 78504 | 956-687-6909 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Mcallen | 3953 | 3701 Pecan Blvd | 78501 | 956-687-3205 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Mcallen | 3971 | 2900 W Nolana Loop | 78504 | 956-688-6538 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Mcallen | 3988 | 7500 N 10th St | 78504 | 956-631-4851 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Mckinney | 778 | 1825 W University Dr | 75069 | 972-562-5625 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Mckinney | 4794 | 1516 S Tennessee St | 75069 | 972-984-1490 | TX | Aslam Group LLC | CHRIS | ASLAM |
| Mesquite | 728 | 311 S Galloway Ave | 75149 | 972-285-5889 | TX | J&F and Sons, LLC | JAVED | ASLAM |
| Mesquite | 750 | 2001 N Town East Blvd | 75150 | 972-681-1011 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Mesquite | 3736 | 1150 Us Highway 67 | 75150 | 972-613-6875 | TX | Tash Foods, LLC | TANZEEM | RIZVI |
| Midland | 4743 | 5205 W Wadley Ave | 79707 | 432-694-0500 | TX | RRH - Austin, LLC | CLYDE | RUCKER |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Midland | 4795 | 2208 Rankin Hwy | 79701 | 432-684-8900 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Midlothian | 4863 | 320 E Hwy 287 | 76065 | 469-612-5525 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Mineral Wells | 764 | 2008 E Hubbard St | 76067 | 940-325-5561 | TX | Feast Texas LLC | DAN | MYHREN |
| Mission | 3655 | 1401 E Expressway 83 | 78572 | 956-584-1728 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Missouri City | 3624 | 6151 Highway 6 | 77459 | 832-503-9443 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Missouri City | 3963 | 13915 Fondren Rd | 77489 | 281-438-1388 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Missouri City | 4856 | 9310 State Highway 6 | 77459 | 832-440-0195 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Montgomery | 3937 | 14640 Highway 105 W | 77356 | 936-447-6300 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Murphy | 4739 | 106 W Fm 544 | 75094 | 972-881-1319 | TX | ASIM DEVELOPMENT CORPORATION | TJ | AHMED |
| Navasota | 4960 | 2010 Highway 105 | 77868 | 619-999-9999 | TX | A 3 H Foods, LP | ALI | KESHANI |
| New Braunfels | 827 | 1260 S Seguin Ave | 78130 | 830-266-9386 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| New Caney | 3682 | 20130 Us Highway 59 | 77357 | 281-399-8988 | TX | A 3 H Foods, LP | ALI | KESHANI |
| North Richland Hills | 755 | 6501 Grapevine Hwy | 76180 | 817-284-1301 | TX | Feast Texas LLC | DAN | MYHREN |
| North Richland Hills | 4788 | 8416 Davis Blvd | 76180 | 817-656-6070 | TX | Feast Texas LLC | DAN | MYHREN |
| Odessa | 4742 | 3911 E 42nd St | 79762 | 432-368-5000 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Odessa | 4799 | 2672 N County Rd W | 79763 | 432-335-8700 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Palestine | 3819 | 2207 W Oak St | 75801 | 903-723-6233 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Palmhurst | 4716 | 223 E Mile 3 Rd | 78573 | 956-580-8951 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Palmview | 3679 | 105 W Palma Vista Dr | 78572 | 956-519-7807 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Paris | 3850 | 3110 Ne Loop 286 | 75460 | 903-784-5119 | TX | East Box, LLC | CHRIS | ASLAM |
| Pasadena | 641 | 7447 Spencer Hwy | 77505 | 281-479-5889 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Pasadena | 698 | 221 Richey St | 77506 | 713-472-5444 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Pasadena | 3628 | 4104 Fairmont Pkwy | 77504 | 281-998-7663 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Pasadena | 3944 | 903 Pasadena Blvd | 77506 | 713-475-8061 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Pasadena | 4725 | 2103 E Sam Houston Pkwy S | 77503 | 713-589-1415 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Pearland | 3907 | 2702 Reid Blvd | 77581 | 281-485-6669 | TX | LBY Foods, LLC | ALI | KESHANI |
| Pearland | 3929 | 1521 Broadway St | 77581 | 281-993-0078 | TX | LBY Foods, LLC | ALI | KESHANI |
| Pearland | 3974 | 3426 Main St Ste 102 | 77581 | 281-485-4840 | TX | LBY Foods, LLC | ALI | KESHANI |
| Pearland | 4825 | 15750 South Fwy | 77584 | 346-439-1655 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Pflugerville | 864 | 14910 Fm 1825 | 78660 | 512-251-2576 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Pflugerville | 4760 | 1700 Fm 685 | 78660 | 512-252-7834 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Pharr | 3954 | 703 S Jackson Rd | 78577 | 956-782-4500 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Pharr | 3984 | 6521 Thomas Dr | 78577 | 956-702-2896 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Plano | 784 | 201 W Parker Rd | 75023 | 972-423-0524 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Plano | 3762 | 1205 Jupiter Rd | 75074 | 972-423-0826 | TX | Tash Foods, LLC | TANZEEM | RIZVI |
| Plano | 3778 | 905 Legacy Dr | 75023 | 972-527-7367 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Plano | 3836 | 5960 Dallas Pkwy | 75093 | 972-473-7618 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Plano | 4864 | 1101 Preston Rd | 75093 | 469-786-5208 | TX | Prime Foods, Inc. | TANZEEM | RIZVI |
| Port Arthur | 647 | 4001 Twin City Hwy | 77642 | 409-962-0333 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Port Arthur | 3671 | 2840 Highway 365 | 77640 | 409-722-3022 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Port Isabel | 4604 | 1681 State Highway 100 | 78578 | 956-772-7293 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| Porter | 3946 | 23183 Fm 1314 Rd | 77365 | 281-354-4087 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Princeton | 4744 | 200 E Princeton Dr | 75407 | 972-736-3262 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Prosper | 4865 | 4750 W University Dr | 75078 | 469-481-2335 | TX | Tash Foods, LLC | TANZEEM | RIZVI |
| Richardson | 745 | 1350 S Plano Rd | 75081 | 972-234-8844 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Richardson | 3838 | 2230 N Coit Rd | 75080 | 972-907-2260 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Richardson | 4818 | 510 W Arapaho Rd | 75080 | 972-807-9264 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| Richmond | 4734 | 8102 Fm 1464 Rd | 77407 | 281-242-5225 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Richmond | 4755 | 1418 Crabb River Rd | 77469 | 281-545-4902 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Richmond | 4817 | 7975 W Grand Pkwy S Ste 100 | 77407 | 281-344-2986 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Richmond | 4958 | 18520 W Airport Blvd | 77407 | | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Rio Grande City | 3968 | 4600 E Us Highway 83 | 78582 | 956-338-1086 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Rockwall | 3725 | 2808 Ridge Rd | 75032 | 972-771-4988 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Roma | 3932 | 201 E Grant St | 78584 | 346-446-6652 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Rosenberg | 660 | 5004 Avenue H | 77471 | 281-239-3610 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Rosenberg | 3641 | 3317 1st St | 77471 | 832-945-2554 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Round Rock | 839 | 2120 S Interstate 35 | 78681 | 512-388-2409 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Round Rock | 910 | 1121 E Palm Valley Blvd | 78664 | 512-341-8707 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Round Rock | 911 | 16330 R R 620 | 78681 | 512-733-6330 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Round Rock | 917 | 3760 Gattis School Rd | 78664 | 512-828-0380 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Rowlett | 3756 | 5410 Rowlett Rd | 75089 | 972-475-6881 | TX | Man Arr, Inc. | MANNY | ARRUDA |
| Royse City | 3795 | 100 E Interstate 30 | 75189 | 972-635-2455 | TX | TriBox, LLC | YASIN | CHOUDRY |
| San Antonio | 806 | 742 Sw Military Dr | 78221 | 726-226-2584 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 809 | 4319 Vance Jackson Rd | 78230 | 726-610-4116 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 814 | 502 N New Braunfels Ave | 78202 | 210-245-4709 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 817 | 6811 W Military Dr | 78227 | 726-245-9810 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 819 | 7206 Blanco Rd | 78216 | 726-610-4112 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 822 | 1331 Sw Loop 410 | 78227 | 210-674-5750 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 847 | 5311 Rigsby Ave | 78222 | 210-682-9411 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 853 | 2465 Babcock Rd | 78229 | 210-615-7328 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 854 | 4626 Fredericksburg Rd | 78201 | 210-201-7523 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| San Antonio | 855 | 9330 Wurzbach Rd | 78240 | 210-390-6776 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 856 | 1619 Bandera Rd | 78228 | 726-610-4205 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 858 | 1818 N Foster Rd | 78244 | 210-699-4595 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 859 | 11615 N IH 35 | 78233 | 210-624-7258 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 868 | 7720 Fm 78 | 78244 | 210-890-5448 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 870 | 15037 Nacogdoches Rd | 78247 | 210-655-7991 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 871 | 10683 Huebner Rd Ste 101 | 78240 | 210-877-1219 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 900 | 5850 Culebra Rd | 78228 | 210-256-9749 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 903 | 3706 S Zarzamora St | 78225 | 210-699-4490 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 908 | 3523 Se Military Dr | 78223 | 726-400-9201 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 913 | 2100 Culebra Rd | 78228 | 726-610-4202 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 914 | 523 Fair Ave | 78223 | 726-226-4452 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 915 | 3702 Sw Military Dr | 78211 | 726-610-4158 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 926 | 2235 Ne Loop 410 | 78217 | 210-890-2750 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 930 | 11729 Bandera Rd | 78250 | 210-682-0091 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 935 | 7150 San Pedro Ave | 78216 | 726-610-3870 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 936 | 903 Probandt St | 78204 | 210-223-4415 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 940 | 718 S Zarzamora St | 78207 | 726-400-9890 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 944 | 1214 W Old Us Highway 90 | 78227 | 210-904-0183 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 950 | 12503 Sw Loop 410 | 78224 | 210-910-5056 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 4719 | 506 New Valley Hi Dr | 78227 | 726-610-5900 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 4723 | 21034 Us Highway 281 N | 78258 | 210-497-7659 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 4772 | 5509 Roosevelt Ave | 78214 | 726-202-2008 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| San Antonio | 4773 | 11211 Potranco Rd | 78253 | 210-679-5084 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| San Benito | 3678 | 692 S Sam Houston Blvd | 78586 | 956-247-1307 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| San Juan | 3667 | 902 Raul Longoria Rd | 78589 | 956-781-4339 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| San Marcos | 820 | 345 N L B J Dr | 78666 | 512-353-7308 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| San Marcos | 866 | 2207 S Interstate 35 | 78666 | 512-392-2338 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Sanger | 4886 | 650 N Stemmons Frwy | 76266 | | TX | Feast Texas LLC | DAN | MYHREN |
| Santa Fe | 3906 | 13620 Highway 6 | 77517 | 409-925-5023 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Seabrook | 646 | 4457 Nasa Pkwy # 1 | 77586 | 281-326-1101 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Seagoville | 3811 | 600 E Malloy Bridge Rd | 75159 | 972-287-8499 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Sealy | 4706 | 2367 Highway 36 S | 77474 | 979-484-7994 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Seguin | 830 | 1070 E Court St | 78155 | 830-433-7693 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| Seguin | 861 | 1810 W Ih 10 | 78155 | 830-433-7115 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| Shepherd | 4952 | 3101 Hwy 59 N | 77371 | 832-702-5136 | TX | HV Restaurants, LLC | MANUEL | COLORADO |
| Sherman | 737 | 2133 Texoma Pkwy | 75090 | 903-893-2919 | TX | Vinder Foods, LLC | RABI | VISWANATH |
| Sherman | 3842 | 100 W Fm 1417 | 75092 | 903-868-4805 | TX | Vinder Foods, LLC | RABI | VISWANATH |
| Silsbee | 4778 | 150 Highway 327 E | 77656 | 832-604-7705 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| South Houston | 3614 | 1503 Spencer Hwy | 77587 | 713-944-1849 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| South Houston | 4774 | 1202 College Ave | 77587 | 713-947-8507 | TX | LBY Foods, LLC | ALI | KESHANI |
| Splendora | 3992 | 14699 Highway 59 | 77372 | 281-689-2645 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Spring | 659 | 16802 Stuebner Airline Rd | 77379 | 281-376-5340 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Spring | 690 | 25060 Interstate 45 | 77386 | 281-367-2188 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Spring | 3635 | 19715 Holzwarth Rd | 77388 | 281-355-1258 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Spring | 3923 | 4720 Spring Cypress Rd | 77379 | 281-374-0361 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Spring | 3976 | 25520 Aldine Westfield Rd | 77373 | 281-528-0791 | TX | A 3 H Foods, LP | ALI | KESHANI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Spring | 4704 | 3842 Fm 2920 Rd | 77388 | 281-651-9815 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Spring | 4738 | 2685 Rayford Rd | 77386 | 832-813-0996 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Springtown | 4884 | 401 Old Springtown Rd | 76082 | 682-379-0280 | TX | Feast Texas LLC | DAN | MYHREN |
| Stafford | 3696 | 12175 Southwest Fwy | 77477 | 281-530-0199 | TX | KHR Hooks, LLC | ELIZABETH | KESHANI |
| Stephenville | 3828 | 2801 W Washington St | 76401 | 254-918-5002 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Sugar Land | 3622 | 13124 S Dairy Ashford Rd | 77478 | 346-347-3635 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Sugar Land | 3904 | 1744 Dulles Ave | 77478 | 346-347-3626 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Sugar Land | 4731 | 13325 W Airport Blvd | 77478 | 281-845-2580 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| Sulphur Springs | 3790 | 110 Shannon Rd W | 75482 | 903-438-8069 | TX | East Box, LLC | CHRIS | ASLAM |
| Taylor | 924 | 3120 N Main St | 76574 | 512-365-6116 | TX | RRH - Austin, LLC | CLYDE | RUCKER |
| Temple | 816 | 204 W Adams Ave | 76501 | 254-730-4571 | TX | Jackberry LLC | CODY | HERRICK |
| Temple | 3862 | 3608 Sw Hk Dodgen Loop | 76504 | 254-786-0195 | TX | Jackberry LLC | CODY | HERRICK |
| Terrell | 3774 | 1898 W Moore Ave | 75160 | 972-551-0105 | TX | TriBox, LLC | YASIN | CHOUDRY |
| Texarkana | 4980 | 4407 N Stateline Ave | 75503 | 903-255-7393 | TX | Rock East LLC | CHRIS | ASLAM |
| Texas City | 635 | 2101 9th Avenue North | 77590 | 409-945-2332 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Texas City | 3623 | 2101 Fm 2004 Rd | 77591 | 409-986-7297 | TX | A 3 H Foods, LP | ALI | KESHANI |
| The Colony | 3821 | 4683 Highway 121 | 75056 | 972-624-1169 | TX | MANNAT FOOD INC. | MANNU | MEHTA |
| The Woodlands | 3657 | 1250 Lake Woodlands Dr | 77380 | 281-363-4143 | TX | A 3 H Foods, LP | ALI | KESHANI |
| The Woodlands | 3908 | 7950 Research Forest Dr | 77382 | 281-367-6931 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Tomball | 3608 | 28423 Tomball Pkwy | 77375 | 281-351-5633 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Tomball | 3969 | 11214 Fm 2920 Rd | 77375 | 281-516-1401 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Tomball | 3980 | 16003 Fm 2920 Rd | 77375 | 281-255-2163 | TX | A 3 H Foods, LP | ALI | KESHANI |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Tomball | 4959 | 9065 FM 2920 RD | 77375 | 281-257-4851 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Tyler | 3803 | 1703 S Broadway Ave | 75701 | 903-592-8841 | TX | East Box, LLC | CHRIS | ASLAM |
| Uvalde | 932 | 801 E Main St | 78801 | 830-333-9583 | TX | San-Tex Restaurants, Inc. | MARCO | RIVERA |
| Van Alstyne | 4745 | 121 S Henry Hynds Expy | 75495 | 903-482-9450 | TX | Vinder Foods, LLC | RABI | VISWANATH |
| Victoria | 4764 | 1510 E Rio Grande St | 77901 | 361-574-8649 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Victoria | 4780 | 5229 N Navarro Dr | 77904 | 361-579-9711 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Vidor | 4718 | 1315 N Main St | 77662 | 409-769-0542 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Waco | 832 | 5125 Bosque Blvd | 76710 | 254-786-0097 | TX | Jackberry LLC | CODY | HERRICK |
| Waco | 3813 | 1724 S Valley Mills Dr | 76711 | 254-306-5781 | TX | Jackberry LLC | CODY | HERRICK |
| Waller | 3925 | 31014 Fm 2920 Rd | 77484 | 936-931-3519 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Wallisville | 3966 | 22902 Interstate 10 | 77597 | 346-206-3723 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Watauga | 3720 | 6241 Rufe Snow Dr | 76148 | 817-502-2262 | TX | Feast Texas LLC | DAN | MYHREN |
| Waxahachie | 3785 | 1204 N Highway 77 | 75165 | 972-923-9323 | TX | Ibrahim Investment Corporation | UMAR | IBRAHIM |
| Weatherford | 733 | 804 S Main St | 76086 | 817-609-4790 | TX | Feast Texas LLC | DAN | MYHREN |
| Weatherford | 3800 | 2002 Clear Lake Rd | 76086 | 817-594-3689 | TX | R&R Business Ventures, Inc. | UMAR | IBRAHIM |
| Webster | 3621 | 418 El Dorado Blvd | 77598 | 281-286-4816 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Webster | 3930 | 3134 Fm 528 Rd | 77598 | 281-993-2044 | TX | Houston Foodie, LLC | MANUEL | COLORADO |
| Weslaco | 3933 | 1538 N Texas Blvd | 78596 | 956-973-0018 | TX | A3H Foods II, LP | ANGEL | PULIDO |
| Weslaco | 4601 | 101 N International Blvd | 78596 | 956-351-6111 | TX | HV Restaurants, LLC | ANGEL | PULIDO |
| West Columbia | 4735 | 801 S 17th St | 77486 | 979-345-4005 | TX | Gulf Coast Jacks, Inc. | CHRISTOPHER | EDWARDS |
| Wharton | 676 | 1100 N Richmond | 77488 | 979-484-7994 | TX | Cal-Tex Restaurants, Inc. | LAURA | RAMIREZ |
| White Settlement | 4769 | 8700 West Fwy | 76108 | 817-246-1224 | TX | Indo Desert LLC | STEVEN | MYERS |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Wichita Falls | 4771 | 3125 Lawrence Rd | 76308 | 940-689-9100 | TX | Feast Texas LLC | DAN | MYHREN |
| Wichita Falls | 4828 | 2610 Central Freeway | 76306 | 940-851-0667 | TX | Feast Texas LLC | DAN | MYHREN |
| Willis | 3640 | 910 W Montgomery St | 77378 | 936-856-9779 | TX | A 3 H Foods, LP | ALI | KESHANI |
| Winnie | 3921 | 350 Spur 5 | 77665 | 409-296-3118 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Woodville | 3994 | 102 N Magnolia St | 75979 | 409-331-1136 | TX | Beaumont Foodie, LLC | MANUEL | COLORADO |
| Wylie | 3826 | 201 S Highway 78 | 75098 | 972-442-6118 | TX | Spring Valley Jack, LLC | TJ | AHMED |
| Cedar City | 7277 | 1313 S Providence Center Dr | 84720 | 435-586-7132 | UT | West Box LLC | ALONSO | ALVAREZ |
| Clearfield | 1315 | 310 E 650 N | 84015 | 801-921-4660 | UT | Seasons Restaurant Group LLC | GARREN | GRIEVE |
| Saint George | 1305 | 1596 S Convention Center Dr | 84790 | 435-986-0284 | UT | West Box LLC | ALONSO | ALVAREZ |
| Salt Lake City | 1313 | 61 E 2100 S St. | 84115 | 801-492-1456 | UT | Seasons Restaurant Group LLC | GARREN | GRIEVE |
| Salt Lake City | 9903 | 23 N 900 W | 84116 | | UT | Seasons Restaurant Group LLC | GARREN | GRIEVE |
| South Jordan | 1320 | 11432 S District Dr | 84095 | 385-314-3719 | UT | Seasons Restaurant Group LLC | GARREN | GRIEVE |
| Syracuse | 1316 | 1726 Bluff Ridge Dr | 84075 | 385-337-2023 | UT | Seasons Restaurant Group LLC | GARREN | GRIEVE |
| Washington | 1306 | 775 W Telegraph St | 84780 | 435-656-4450 | UT | West Box LLC | ALONSO | ALVAREZ |
| Aberdeen | 8421 | 400 E Heron St | 98520 | 360-532-7243 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Anacortes | 8373 | 2820 Commercial Ave | 98221 | 360-299-8602 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Arlington | 8466 | 3818 172nd St Ne | 98223 | 360-653-3734 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Auburn | 8366 | 524 A St Se | 98002 | 253-939-3270 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Auburn | 8427 | 340 15th St Ne | 98002 | 253-939-6860 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Battle Ground | 8320 | 19 Nw 12th Ave | 98604 | 360-666-2281 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Bellevue | 8367 | 3179 156th Ave Se | 98007 | 425-746-0527 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Bellevue | 8422 | 1900 148th Ave Ne | 98007 | 425-643-3388 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Bellingham | 8372 | 1020 W Bakerview Rd | 98226 | 360-647-6072 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Bellingham | 8457 | 1075 E Sunset Dr | 98226 | 360-671-7727 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Blaine | 8380 | 8140 Birch Bay Square St | 98230 | 360-366-3869 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Bonney Lake | 8460 | 19510 State Route 410 E | 98390 | 253-862-0999 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Bothell | 8302 | 22736 Bothell Everett Hwy | 98021 | 425-485-7364 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Bremerton | 8363 | 4305 Kitsap Way | 98312 | 360-782-0387 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Bremerton | 8449 | 4219 Wheaton Way | 98310 | 360-479-3443 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Burien | 8405 | 14206 1st Ave S | 98168 | 206-242-3364 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Burien | 8407 | 1127 Sw 128th St | 98146 | 206-244-1950 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Burlington | 8379 | 9408 Old Highway 99 | 98233 | 360-757-0938 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Burlington | 8455 | 610 S Burlington Blvd | 98233 | 360-757-7580 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Centralia | 8493 | 1130 Harrison Ave | 98531 | 360-807-0277 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Chehalis | 8465 | 113 Interstate Ave | 98532 | 360-748-6505 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Des Moines | 8472 | 22633 Marine View Dr S | 98198 | 206-870-0995 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Des Moines | 8478 | 1810 S 272nd St | 98198 | 253-941-5958 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Dupont | 8370 | 1275 Center Dr | 98327 | 253-964-0759 | WA | AJP Enterprises, LLC | STEVE | WAZNY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| East Wenatchee | 8389 | 501 Grant Rd | 98802 | 509-884-1934 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Edmonds | 8434 | 21130 Highway 99 | 98026 | 425-771-5212 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Ellensburg | 8484 | 115 W University Way | 98926 | 509-320-4395 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Enumclaw | 8454 | 311 Griffin Ave E | 98022 | 360-802-1087 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Everett | 8307 | 11820 Evergreen Way | 98204 | 425-356-9920 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Everett | 8310 | 8520 Evergreen Way | 98208 | 425-267-9651 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Everett | 8314 | 1515 132nd St Se | 98208 | 425-337-6666 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Everett | 8423 | 2106 Everett Ave | 98201 | 425-259-5283 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Everett | 8438 | 1505 Se Everett Mall Way | 98208 | 425-347-7171 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Everett | 8470 | 4717 Evergreen Way | 98203 | 425-339-0866 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Federal Way | 8305 | 1610 S 347th Pl | 98003 | 253-815-0059 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Federal Way | 8360 | 2400 Sw 336th St | 98023 | 253-874-5257 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Ferndale | 8397 | 1819 Main St | 98248 | 360-380-5989 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Graham | 8395 | 22209 Meridian Ave E | 98338 | 253-875-7782 | WA | NHG Enterprises LLC | STEVE | WAZNY |
| Issaquah | 8303 | 740 Nw Gilman Blvd | 98027 | 425-837-1618 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Kelso | 7180 | 104 N Minor Rd | 98626 | 360-425-0685 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Kenmore | 8426 | 6100 Ne Bothell Way | 98028 | 425-486-6856 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Kennewick | 8301 | 2722 W 10th Ave | 99336 | 509-585-0406 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Kennewick | 8351 | 4800 W Clearwater Ave | 99336 | 509-374-0437 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Kent | 8404 | 221 Central Ave N | 98032 | 253-854-2689 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Kent | 8429 | 23911 104th Ave Se | 98031 | 253-854-3044 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Kent | 8474 | 20746 108th Ave Se | 98031 | 253-852-1529 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Kent | 8496 | 8829 S 180th St | 98032 | 425-251-0286 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Kent | 8499 | 16757 Se 272nd St | 98042 | 253-631-5393 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Kirkland | 8448 | 12409 Ne 116th St | 98034 | 425-822-8442 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Lacey | 8343 | 8215 Martin Way E | 98516 | 360-438-8544 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Lacey | 8430 | 4040 Martin Way | 98506 | 360-491-4632 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Lake Stevens | 8388 | 507 91st Ave Ne | 98258 | 425-334-6130 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Lakewood | 8446 | 11023 Bridgeport Wy SW | 98499 | 253-343-6017 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Lakewood | 8468 | 8504 Hipkins Rd Sw | 98498 | 253-984-0661 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Longview | 8431 | 1445 15th Ave | 98632 | 360-636-3500 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Lynden | 8359 | 8083 Guide Meridian Rd | 98264 | 360-354-6679 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Lynnwood | 8381 | 17210 Highway 99 | 98037 | 425-745-6505 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Lynnwood | 8464 | 1212 164th St Sw | 98087 | 425-742-0652 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Lynnwood | 8483 | 4323 196th St Sw | 98036 | 425-673-7895 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Marysville | 8308 | 9603 State Ave | 98270 | 360-653-7447 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Marysville | 8437 | 1125 4th St | 98270 | 360-653-8344 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Monroe | 8390 | 13714 Roosevelt Rd | 98272 | 360-863-8377 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Monroe | 8475 | 19905 State Route 2 | 98272 | 360-794-1896 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Moses Lake | 8335 | 506 E Wheeler Rd | 98837 | 509-764-1581 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Mount Vernon | 8417 | 304 E College Way | 98273 | 360-428-6960 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Mukilteo | 8344 | 11800 Mukilteo Speedway | 98275 | 425-493-8470 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Oak Harbor | 8452 | 32205 State Route 20 | 98277 | 360-675-1768 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Olympia | 8424 | 520 Plum St Se | 98501 | 360-754-7296 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Pacific | 8473 | 402 Seattle Blvd N | 98047 | 253-351-9346 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Pasco | 8345 | 3109 W Court St | 99301 | 509-544-0576 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Pasco | 8383 | 7214 Burden Blvd | 99301 | 509-546-2174 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Port Angeles | 8358 | 902 E Front St | 98362 | 360-417-5187 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Poulsbo | 8391 | 21599 Market Pl Nw | 98370 | 360-394-5225 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Prosser | 8299 | 701 Wine Country Rd | 99350 | 509-540-3470 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Pullman | 8361 | 310 Ne Stadium Way | 99163 | 509-332-5317 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Puyallup | 8462 | 705 S Meridian | 98371 | 253-435-6071 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Puyallup | 8463 | 3750 S Meridian | 98373 | 253-840-2411 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Puyallup | 8485 | 16022 Meridian E | 98375 | 253-386-6533 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Puyallup | 8488 | 11024 Canyon Rd | 98373 | 253-537-3467 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Redmond | 8346 | 16280 Ne 87th St | 98052 | 425-861-0681 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Renton | 8306 | 4810 Ne 4th St | 98059 | 425-793-5874 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Renton | 8409 | 479 Rainier Ave S | 98055 | 425-226-1923 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Renton | 8413 | 2813 Sunset Blvd Ne | 98056 | 425-228-5207 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Richland | 8327 | 49 Columbia Point Dr | 99352 | 509-943-8544 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Rochester | 8399 | 19715 Old Highway 99 Sw | 98579 | 360-273-9866 | WA | NHG Enterprises LLC | STEVE | WAZNY |
| Seatac | 8428 | 2840 S 188th St | 98188 | 206-244-6293 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Seattle | 8350 | 12515 Aurora Ave N | 98133 | 206-365-2204 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Seattle | 8406 | 9102 Rainier Ave S | 98118 | 206-725-7143 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Seattle | 8412 | 4749 University Way Ne | 98105 | 206-525-5599 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Seattle | 8425 | 8502 Aurora Ave N | 98103 | 206-524-2296 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Seattle | 8467 | 1907 4th Ave S | 98134 | 206-628-9028 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Seattle | 8476 | 4203 Sw Admiral Way | 98116 | 206-932-7315 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Seattle | 8490 | 5903 1st Ave S | 98108 | 206-764-9564 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Shelton | 8329 | 2947 Olympic Hwy N | 98584 | 360-427-1468 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Shoreline | 8410 | 18213 Aurora Ave N | 98133 | 206-546-1978 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Silverdale | 8441 | 10735 Silverdale Way Nw | 98383 | 360-698-0150 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Snohomish | 8321 | 827 Avenue D | 98290 | 360-568-6644 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Spanaway | 8386 | 20505 Mountain Hwy E | 98387 | 253-847-2891 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Spokane | 8326 | 4001 N Market St | 99207 | 509-487-2586 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8338 | 2732 N Division St | 99207 | 509-328-1041 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8385 | 10306 W Highway 2 | 99224 | 509-455-5155 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8400 | 1527 W Northwest Blvd | 99205 | 509-326-6000 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8432 | 5 W Hawthorne Rd | 99218 | 509-465-5865 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8435 | 1505 N Pines Rd | 99206 | 509-891-4145 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8439 | 6318 N Division St | 99208 | 509-484-5962 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8461 | 505 W 3rd Ave | 99201 | 509-456-0540 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane | 8480 | 4220 E Sprague Ave | 99202 | 509-533-1191 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Spokane Valley | 8442 | 2205 N Argonne Rd | 99212 | 509-922-7320 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Stanwood | 8369 | 26906 92nd Ave Nw | 98282 | 360-629-2384 | WA | PARS GROUP LLC | LAURA | CINCIUKAITE |
| Sumner | 8376 | 827 Valley Ave | 98390 | 253-863-1698 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Sunnyside | 8362 | 100 W South Hill Rd | 98944 | 509-837-3644 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Tacoma | 8304 | 2054 6th Ave | 98403 | 253-597-8974 | WA | AJP Enterprises, LLC | STEVE | WAZNY |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Tacoma | 8371 | 5207 Tacoma Mall Blvd | 98409 | 253-472-0533 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Tacoma | 8411 | 5517 Pacific Ave | 98408 | 253-473-3407 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Tacoma | 8445 | 10656 Pacific Ave S | 98444 | 253-536-1995 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Tacoma | 8477 | 15114 Pacific Ave S | 98444 | 253-536-3280 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Tillicum | 8398 | 15310 Union Ave Sw | 98498 | 253-584-0613 | WA | NHG Enterprises LLC | STEVE | WAZNY |
| Tukwila | 8365 | 3742 S 144th St | 98168 | 206-242-8877 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Tukwila | 8443 | 16400 W Valley Hwy | 98188 | 425-235-5060 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Tukwila | 8481 | 13050 Interurban Ave S | 98168 | 206-242-3525 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Tumwater | 8319 | 1635 Mottman Rd Sw | 98512 | 360-357-1068 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Tumwater | 8471 | 110 Trosper Rd Sw | 98501 | 360-350-8885 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| University Place | 8482 | 3922 Bridgeport Way W | 98466 | 253-565-3513 | WA | AJP Enterprises, LLC | STEVE | WAZNY |
| Vancouver | 8313 | 16333A SE 12th ST | 98683 | 360-260-2666 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Vancouver | 8318 | 7650 Ne Fourth Plain Rd | 98662 | 360-891-8806 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Vancouver | 8330 | 13009 Ne Highway 99 Ste 300 | 98686 | 360-576-7023 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Vancouver | 8331 | 7205 Ne 117th Ave | 98662 | 360-885-2450 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Vancouver | 8375 | 7815 Ne 6th Ave | 98665 | 360-546-2050 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Vancouver | 8487 | 221 Ne 104th Ave | 98664 | 360-885-3898 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Veradale | 8491 | 711 N Sullivan Rd | 99037 | 509-530-1650 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Walla Walla | 8322 | 212 S 9th Ave | 99362 | 509-529-1832 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |

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| City | Unit No. | Street Address | Zip | Phone | ST | Entity Name | Franchisee First Name | Franchisee Last Name |
|---|---|---|---|---|---|---|---|---|
| Washougal | 8328 | 3307 Evergreen Way #201 | 98671 | 360-335-8406 | WA | 3 Brothers Restaurants- JIB LLC | MARK | MILLER |
| Wenatchee | 8378 | 408 N Chelan Ave | 98801 | 509-667-1627 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Woodinville | 8489 | 17445 131st Ave Ne | 98072 | 425-486-4580 | WA | Northwest Food Management Group Inc. | LAURA | CINCIUKAITE |
| Yakima | 8300 | 2317 S First St | 98903 | 509-248-3796 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Yakima | 8315 | 1002 N 1st St | 98901 | 509-452-5260 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Yakima | 8494 | 3907 Tieton Dr | 98902 | 509-972-4368 | WA | FEAST Foods, LLC | SHAYNE | STIMPSON |
| Yelm | 8336 | 1001 E Yelm Ave | 98597 | 360-400-5225 | WA | AJP Enterprises, LLC | STEVE | WAZNY |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

**Franchisees Who Ceased To Do Business**
**Under A Franchise Agreement During The Fiscal Year 2024**

The following is a list of the names, addresses and last known telephone numbers of all franchisees who have had their *Jack in the Box* restaurant franchise outlet(s) terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year ended September 29, 2024, or who have not communicated with us within the 10 weeks preceding the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Left Jack in the Box System:

| Name | Address | Phone |
|---|---|---|
| Brian W. Emry | 6931 Olive Grove Dr.<br>Orangevale, CA 95662 | (916) 987-8679 |
| Rajeev Gupta | 15000 Blue Gum Court<br>Saratoga, CA 95070 | (408) 425-0246 |
| Austin Torres | 36894 Papaya Street<br>Newark, CA 94560 | (510) 909-8957 |

Closed Jack in the Box Restaurants:

| Unit # | Name | Address | Phone |
|---|---|---|---|
| 5336 | Priya Dhillon | 4289 Campus Dr, Irvine, CA 92612 | (562) 402-4110 |
| 404 | Anil Yadav | 1700 El Camino Real, San Bruno, CA 94066 | (510) 792-3393 |
| 3275 | Caryn Ochoa | 3089 Edinger Ave, Tustin, CA 92780 | (714) 423-2349 |
| 3648 | Manuel Colorado | 5107 East Fwy, Baytown, TX 77521 | (713) 703-3289 |
| 677 | Anil Yadav | 1041 W Plantation Dr, Clute, TX 77531 | (510) 792-3393 |
| 799 | Tanzeem Rizvi | 8227 Park Ln, Dallas, TX 75231 | (972) 992-0054 |
| 711 | Manny Arruda | 335 S. Garland Ave, Garland, TX 75040 | (972) 475-6881 |
| 3798 | Ben Eramya | 3500 Grapevine Mills Pkwy #200, Grapevine, TX 76051 | (951) 677-3976 |
| 695 | Anil Yadav | 14521 Bellaire Blvd, Houston, TX 77083 | (510) 792-3393 |
| 686 | Anil Yadav | 3402 Mangum Rd, Houston, TX 77092 | (510) 792-3393 |
| 620 | Laura Ramirez | 5410 N Shepherd D, Houston, TX 77091r | (510) 792-3393 |
| 663 | Manuel Colorado | 3907 Aldine Mail Rd, Houston, TX 77039 | 713-703-3289 |
| 4797 | Manuel Colorado | 4640 Highway 365, Port Arthur, TX 77642 | 713-703-3289 |
| 829 | Anil Yadav | 118 N General Mcmullen Dr, San Antonio, TX 78237 | (510) 792-3393 |
| 3794 | Ben Eramya | 903 N Stemmons Fwy, Sanger, TX 76266 | (951) 677-3976 |
| 3805 | Chris Aslam | 121 N Northwest Loop 323, Tyler, TX 75702 | (972) 240-5225 |
| 8420 | Steve Wazny | 31130 Pacific Hwy S, Federal Way, WA 98003 | (253) 353-9867 |
| 8447 | Steve Wazny | 3402 Pacific Hwy E, Fife, WA 98424 | (253) 353-9867 |
| 8450 | Steve Wazny | 8814 S Tacoma Way, Lakewood, WA 98499 | (253) 353-9867 |
| 8451 | Steve Wazny | 1467 Olney St Se, Port Orchard, WA 98366 | (253) 353-9867 |
| 8368 | Steve Wazny | 1280 Washington St, Sequim, WA 98382 | (253) 353-9867 |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| Unit # | Name | Address | Phone |
|---|---|---|---|
| 8340 | Steve Wazny | 4702 S Center St, Tacoma, WA 98409 | (253) 353-9867 |
| 8469 | Steve Wazny | 2420 Pacific Ave, Tacoma, WA 98402 | (253) 353-9867 |
| 8440 | Steve Wazny | 7605 S Hosmer St, Tacoma, WA 98408 | (253) 353-9867 |
| 8416 | Steve Wazny | 6702 6th Ave, Tacoma, WA 98406 | (253) 353-9867 |

Development Agreements Terminated in Fiscal Year 2024:

| Developer Name | Business Address | Business Phone |
|---|---|---|
| Syed Ahmad | 3405 Spectrum Boulevard<br>Richardson, TX 75082 | (214) 869-1262 |
| Jagmohan Dhillon | 4939 Normandy Drive<br>Frisco, TX 75034 | N/A |
| JIB Central, LLC | 9330 Base Line Road, Suite 207<br>Rancho Cucamonga, CA, 91701 | (909) 210-2504 |

Franchisees Who Have Not Communicated in 10 Weeks Prior to Issuance Date:

None.

**List of Franchisees Who Have Signed an Agreement,**
**but Not Yet Opened A Unit as of September 29, 2024**

*(Under Table 5 in Item 20: Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of Table 5 labelled "Franchise Agreement signed but Outlets Not Yet Opened" includes the sites that developers / franchisees have submitted to Company and Company has accepted.)*

| Individual Developer/ Franchisee Name | Business Address | Business Phone | Accepted Site(s) |
|---|---|---|---|
| Amritpal Kaur | 1404 W. Magnolia St, Rogers, AR 72758 | 479-599-9662 | S 8th St & W Oak St, Rogers, AR |
| Angelina Galaviz | 1945 West Main Street, Mesa, AZ 85201 | (480) 962-9919 | Ironwood Dr & Baseline Ave, Apache Junction AZ |
| Steve Stine | 10851 N. Black Canyon Highway, Ste 850, Phoenix, AZ 85029 | (602) 843-0530 | 6665 Bell Rd, Glendale, AZ 85310 |
| Ofir Ventura | n/a | (702) 457-7676 | 20331 US-93, White Hills, AZ 86445 |
| Dev Sagar | 44816 South Grimmer Blvd. Fremont, CA 94538 | (510) 867-5623 | 4120 Grass Valley Hwy, Auburn, CA 95602 |
| Garren Grieve | 3 Julia Street, Ladera Ranch, CA 92694 | (949) 689-2450 | Ramona Blvd & Baldwin Park Blvd, Baldwin Park, CA |
| Sam Abraham | 63 Via Pico Plaza, Ste, 535, San Clemente, CA 92672 | (949) 538-6828 | Ortega Highway & Rancho Viejo Rd, San Juan Capistrano, CA |
| Priya Dhillon | 23 Via Palladio Newport Coast, CA 92657 | (562) 402-4110 | 17625 Central Ave, Carson, CA 90746 |
| Garren Grieve | 3 Julia Street, Ladera Ranch CA 92694 | (949) 689-2450 | E Washington Blvd & S Atlantic Blvd, Commerce, CA |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | Mesa Rock Rd & Deer Springs Rd, Escondido, CA |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| Individual Developer/ Franchisee Name | Business Address | Business Phone | Accepted Site(s) |
|---|---|---|---|
| Karan Gogri | 43575 Mission Blvd. #707, Fremont CA 94539 | (510) 490-1282 | 4th St & Y St, Eureka, CA |
| Patrice Roux | 1660 N. Farmersville Blvd., Farmersville, CA 93223 | (559) 625-4887 | W Visalia Rd & N Albert Ave, Exeter, CA |
| Ben Nematzadeh | 4917 Genesta Ave, Encino, CA 91316 | (818) 285-2180 | N Chestnut Ave & E Olive Ave, Fresno 93702 |
| Priya Dhillon | 23 Via Palladio Newport Coast, CA 92657 | (562) 402-4110 | W El Segundo Blvd & Roselle Ave, Hawthorne, CA |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | 6988 Mission Blvd, Jurupa Valley, CA 92509 |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | Highway 99 & Ivy St, Live Oak, CA |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | E. Victor Rd & Houston Lane, Lodi, CA |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | Thornton Rd & Hwy 12, Lodi, CA 95242 |
| Mitra Jarrahzadeh | n/a | 310-430-0355 | N Alameda & E Cesar Chavez Ave, Los Angeles, CA 90012 |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | Highway 74 & Briggs Road, Menifee, CA 92582 |
| Ben Nematzadeh | 4917 Genesta Ave, Encino, CA 91316 | (818) 285-2180 | W Main Street & Cemetery Road, Middleton, CA |
| Patrice Roux | 1660 N. Farmersville Blvd., Farmersville, CA 93223 | (559) 625-4887 | E El Monte Way & Road 124, Orosi, CA |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | Harley Knox Blvd & Perris Blvd, Perris, CA |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | 3298 Northgate Blvd, Sacramento, CA 95834 |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | E San Ysidro Blvd & Center St, San Diego, CA |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | Downing Ave & Turnpike Rd, Stockton, CA |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | Thornton Road & Wagner Heights Road, Stockton, CA |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | Rancho California Rd & Margarita Rd, Temecula, CA 92591 |
| Patrice Roux | 1660 N. Farmersville Blvd., Farmersville, CA 93223 | (559) 625-4887 | Mooney Blvd & Midvalley Ave, Visalia, CA |
| Patrice Roux | 1660 N. Farmersville Blvd., Farmersville, CA 93223 | (559) 625-4887 | Mooney Blvd & Midvalley Ave, Visalia, CA 93277 |
| Patrice Roux | 1660 N. Farmersville Blvd., Farmersville, CA 93223 | (559) 625-4887 | S Demaree St & W Caldwell Ave, Visalia, CA |
| Dawood Beshay | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 816-0189 | Domenigoni Rd & Leon Rd, Winchester, CA |
| Eddie Nieves | 4917 Genesta Ave, Encino, CA 91316 | (818) 285-2180 | Colfax Ave & Joliet St, Aurora, CO |
| Mark Miller | 838 SW First Avenue, Ste 210, Portland, OR 97209 | (503) 877-1010 | US-50 & 25 Rd, Grand Junction, CO |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| Individual Developer/ Franchisee Name | Business Address | Business Phone | Accepted Site(s) |
|---|---|---|---|
| Eddie Nieves | 4917 Genesta Ave, Encino, CA 91316 | (818) 285-2180 | Tower Rd & 50th Ave, Green Valley Ranch, CO |
| Eddie Nieves | 4917 Genesta Ave, Encino, CA 91316 | (818) 285-2180 | W. Colfax Ave & Simms, Lakewood, CO 80215 |
| Ed Zauch | 239 New Gate Loop, Lake Mary, FL 32746 | 863-528-5763 | 501 W State Rd 436, Altamonte Springs, FL 32714 |
| Jonathan Peralta | n/a | n/a | Osceola Polk Line Rd & Triglia Way, Davenport, FL |
| Jonathan Peralta | n/a | n/a | 5149 S John Young Pkwy, Orlando, FL 32839 |
| Jonathan Peralta | n/a | n/a | S. Semoran Blvd & E Grant St, Orlando, FL 32810 |
| Ed Zauch | 239 New Gate Loop, Lake Mary, FL 32746 | 863-528-5763 | FL-26 & Towne Center Blvd, Sanford, FL |
| Dharshana Patel | 3478 Coneflower Dr. ,Tallahassee, Fl | 734-776-9853 | Capital Circle NE & Mahan Dr, Tallahassee, FL |
| Shane Paul | 23736 Birtcher Drive, Lake Forest, CA 92630 | (949) 367-2980 | NWC E 10th St & Vissing Park Rd, Jeffersonville, IN 47130 |
| Shane Paul | 23736 Birtcher Drive, Lake Forest, CA 92630 | (949) 367-2980 | 9491 Westport Rd, Louisville, KY 40241 |
| Niraj Patel | 1075 Capital Ave SW, Battle Creek, Michigan 49015 | n/a | 2594 Capital Ave. SW, Battle Creek, MI |
| Sajid Farooqui | 1433 NE Daltons Ridge Road, Lees Summit, Missouri 64064 | 913-742-0919 | Shoal Creek Pkwy & Hwy 169, KCMO, MO 64155 |
| Agustin Terrazas Wong | Av Tomas Valles Vivar 6101-56, Chihuahua, Mexico 31216 | n/a | Avenida Tecnológico #2230, Ciudad Juarez, Chihuahua, MX 32618 |
| Agustin Terrazas Wong | Av Tomas Valles Vivar 6101-56, Chihuahua, Mexico 31216 | n/a | Manual Gómez Morín Blvd. Manual Gómez Morín #9909, Ciudad Juarez, MX 32545 |
| Mike Norwich | 5017 Conley, Building B, El Paso, TX 79932 | (915) 533-7529 | SWC Nuevo Hueco Tanks Rd & Hueco Junction Rd, Socorro, NM |
| Frank Conley | P.O. Box 14385, Baton Rouge, LA 70898 | 480-734-7056 | SWQ 101st Airborne Division Pkwy & Trenton Rd., Clarksville, TN 37040 |
| Jimmy Singh | n/a | (540) 239-0553 | 1217 Deep Springs Road Dandridge, TN 37725 |
| Rabi Viswanath | 402 Creekside Dr, McKinney TX 75071 | (972) 922-5044 | 75 & FM 455, Anna, TX |
| Tanzeem Rizvi | P.O. Box 472347, Garland, TX 75047 | (972) 992-0054 | NWQ Preston Rd. & John Campbell Trail, Celina, TX 75009 |
| Bassam Odeh | PO Box 170609 Arlington, TX 76003 | (469) 865-1300 | 2400 Aviation Drive, Terminal B, Dallas, TX 75261 |
| Mannu Mehta | 1303 N. Glenville Drive, Richardson TX 75081 | (972) 398-3828 | Frankford Rd & Marsh Ln, Dallas, TX |
| Tanzeem Rizvi | P.O. Box 472347, Garland, TX 75047 | (972) 992-0054 | Park Lane & Greenville Ave, Dallas, TX |

## ***EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 29, 2024)***

| Individual Developer/ Franchisee Name | Business Address | Business Phone | Accepted Site(s) |
|---|---|---|---|
| Chris Aslam | PO Box 496539, Garland TX 75049-6539 | (972) 240-5225 | S Buckner Blvd & US Hwy 175, Dallas, TX |
| Yasin Choudhry | PO Box 496539, Garland TX 75049-6539 | (972) 240-5225 | Singleton Blvd. & Westmoreland, Dallas 75212 |
| Umar Ibrahim | 1915 Westridge Dr, Irving, TX 75038 | (972) 849-8191 | Wheatland Rd & Clark Rd, Dallas, TX |
| Tanzeem Rizvi | P.O. Box 472347, Garland, TX 75047 | (972) 992-0054 | Greenville Ave & LBJ Freeway, Dallas, TX |
| Ben Eramya | 41760 Ivy Street, Suite 201, Murrieta CA 92562 | (951) 677-3976 | 5127 N Tarrant Parkway, Fort Worth, TX 76244 |
| Anil Yadav | 3550 Mowry Ave Ste 301, Fremont, CA 94538 | (510) 714-3377 | FM 1463 & Fulshear Bend Dr, Fulshear, TX |
| Ali Keshani | 20008 Champions Forest Dr., Ste. 501, Spring, TX 77379 | (832) 678-3590 | 4455 University Drive, Houston, TX 77204 |
| Umar Ibrahim | 1915 Westridge Dr, Irving, TX 75038 | (972) 849-8191 | Barker Cypress & Morton, Houston, TX |
| Ali Keshani | 20008 Champions Forest Dr., Ste. 501, Spring, TX 77379 | (832) 678-3590 | Fairbanks N Houston R & Summertree, Houston, TX 77040 |
| Ali Keshani | 20008 Champions Forest Dr., Ste. 501, Spring, TX 77379 | (832) 678-3590 | NWQ I-45 & Veteran's Memorial Pkwy, Huntsville, TX 77340 |
| Bassam Odeh | PO Box 170609 Arlington, TX 76003 | (469) 865-1300 | Beltline & Shady Grove, Irving, TX |
| Mannu Mehta | 1303 N. Glenville Drive, Richardson TX 75081 | (972) 398-3828 | 396 Custer Rd & Falcon View Dr, McKinney, TX |
| Ali Keshani | 20008 Champions Forest Dr., Ste. 501, Spring, TX 77379 | (832) 678-3590 | SH 105 & Spur 149, Montgomery, TX |
| Manuel Colorado | 13636 Breton Ridge St Unit A-H, Houston TX 77070 | (713) 703-3289 | NEQ US Hwy 181 & E Broadway Ave, Portland, TX 78374 |
| Rabi Viswanath | 402 Creekside Dr, McKinney TX 75071 | (972) 922-5044 | US Hwy 75 & FM1417, Sherman, TX |
| Chris Aslam | PO Box 496539, Garland TX 75049-6539 | (972) 240-5225 | 987 W State Rd, American Fork, UT 84003 |
| Garren Grieve | 3 Julia Street. Ladera Ranch CA 92694 | (949) 689-2450 | 12600 S & 3600 W, Riverton, UT 84065 |
| Chris Aslam | PO Box 496539, Garland TX 75049-6539 | (972) 240-5225 | Redwood Rd & Crossroads Blvd, Saratoga Springs, UT |
| Garren Grieve | 3 Julia Street, Ladera Ranch CA 92694 | (949) 689-2450 | 562 N Main St, Tooele, UT 84074 |
| Garren Grieve | 3 Julia Street, Ladera Ranch CA 92694 | (949) 689-2450 | 4380 W 3500 S, West Valley City, UT 84120 |
| Paul Urbina | 11411 NE 124th St., #170, Kirkland WA 98034 | (425) 285- 1906 | Auburn-Black Diamond Rd & Ten Trails Pkwy, Black Diamond, WA 98375 |
| Paul Urbina | 11411 NE 124th St., #170, Kirkland WA 98034 | (425) 285- 1906 | NE Woodinville Duvall Rd & Avondale Rd NE, Woodinville, WA |

# EXHIBIT E

## STATEMENT OF PROSPECTIVE FRANCHISEE

## STATEMENT OF PROSPECTIVE FRANCHISEE

Different Rules, LLC (Company) and I have an interest in making sure that no misunderstandings exist between us. Please review and reply to each question below:

1. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Jack in the Box restaurants operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document: (Attach additional pages, if necessary) _____

2. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing an agreement. (Attach additional pages, if necessary) _____

_____

_____

**********

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

*This Statement of Prospective Franchisee does not waive any liability Company may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.*

***Please do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.***

**********

I understand that the agreements I am signing contain no contingencies for me to obtain financing or to select / acquire a site.

**PROSPECTIVE FRANCHISEE**

X_____
Signature

_____
Printed Name

Date: _____

# EXHIBIT F-1

## FRANCHISE AGREEMENT
## (AND AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM)

# JACK IN THE BOX

# FRANCHISE AGREEMENT

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Site No. _____

# FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 (“Company”); and , , and , a [jurisdiction] [type of entity], with its principal place of business at ("Franchisee").

## RECITALS

Company is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols that are authorized for use from time to time in connection with JACK IN THE BOX restaurants, including but not limited to "*Jack in the Box*®" (the "Marks").

Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

Company operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Franchisee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which Company uses and makes available to its Franchisees, in the operation of a JACK IN THE BOX restaurant.

Franchisee acknowledges that Company has entered into, and will continue to enter into, agreements with other franchisees that may contain provisions, conditions and

obligations that differ from those in this Agreement, and that the existence of those agreements does not affect the parties' duties to comply with this Agreement.

In consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

## 1. LICENSE: SCOPE, TERM, NON-RENEWAL

Company grants to Franchisee a limited license, subject to the terms and conditions hereof, for the term of this Agreement, to use the System and the Marks, and such other Marks as Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Franchised Restaurant") at , more fully described in Attachment A hereto ("the Premises"), and at that location only. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Franchised Restaurant. This license is non-exclusive, is for the Premises only, and does not in any way grant to or confer upon Franchisee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory.

Company retains the right and is expressly permitted to engage in the wholesale and retail production, distribution, and sale of products, including food products of any kind (i) under the JACK IN THE BOX trademark or any other trademarks, (ii) through company-operated restaurants (which may be operated by us or our affiliates, parents or subsidiaries), franchised restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Franchisee's restaurant. Company may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Franchisee any rights therein.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. Franchisee accepts this license with the understanding that this Agreement is not renewable, and that Company makes no assurance of the granting of a new license at expiration. Unless Franchisee obtains prior written approval from Company, Franchisee must continuously operate the Franchised Restaurant for the entire term noted.

## 2. FRANCHISE FEE

In consideration of the granting of this license, Franchisee shall pay to Company, on or before the execution of this Agreement, the sum of fifty thousand dollars ($50,000) ("Franchise Fee"); provided that any pro-rated development fees paid under any applicable development agreement shall be applied against this fee. The Franchise Fee is fully earned by Company upon execution. The Franchise Fee is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Franchise Fee. The Franchise Fee is not refundable.

## 3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Franchisee leases the Premises from a third party, Franchisee must employ its best efforts to use Company's standard form lease or lease addendum (current lease addendum attached to FDD). Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

1. Franchisee may not use the Premises for the operation of any business other than a JACK IN THE BOX restaurant;

2. The landlord consents to the Franchisee's use of such Marks and signage as Company may reasonably require;

3. Company has the right to enter the Premises to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement, including the right to enter upon expiration or termination to de-identify the Premises if Franchisee fails or refuses to do so;

4. Franchisee must use its best efforts to require that Franchisee's landlord copy Company on any notices to Franchisee that are related to Franchisee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Franchisee agrees to copy Company on Franchisee's responses to such notices;

5. If Franchisee is in default under the lease or if this Agreement is terminated, Company will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

6. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Franchised Restaurant is located; and

7. The lease shall require that the landlord deliver to Franchisee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Franchisee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Franchisee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

You will not be permitted to open the Franchised Restaurant for business unless Company's standard lease addendum is used or the lease is otherwise approved by the Company in writing. You may not amend or modify the lease without Company's prior written approval. Company's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any

restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

## 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee represents, warrants and covenants as follows:

A. Franchisee has delivered to Company a Certification of Entity Structure, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Franchisee, if Franchisee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to Company. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Franchisee.

B. Franchisee represents and warrants that all Owners (as defined in this Section 4.B.) have executed, simultaneously with Franchisee's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

C. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Franchisee. Franchisee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Franchised Restaurant and the Premises. Franchisee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Franchisee shall in no event permit a tax sale or seizure of the Franchised Restaurant, the Premises, or any equipment.

D. The written information that Franchisee has submitted to Company in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, is true, correct and accurate.

## 5. STANDARDS OF OPERATION

Franchisee shall adhere to the System. Franchisee shall meet all the standards and specifications, and follow the procedures communicated in writing by Company to Franchisee.

A. The Manuals

The parties agree that Franchisee's adherence to Company's System standards and specifications is necessary to the image, operation and success of each JACK IN THE BOX restaurant and the System. The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by Company from time to time (collectively, "Manuals"), shall contain

mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company for the operation of a JACK IN THE BOX restaurant by a Franchisee, among other things. Some or all of the Manuals may be provided in an electronic format on an online system. Franchisee acknowledges receipt of the Manuals on loan for the term of this Agreement, and agrees to monitor the online system for updates to the Manuals. Franchisee shall strictly adhere to these standards, specifications and procedures, which Company may, in its sole discretion, change from time to time. (Wherever this agreement states that Company may take action in its "sole discretion," Company will use good faith in its exercise of such discretion.) Franchisee agrees to accept and comply with any changes, modifications, revisions and additions made by Company, in its sole discretion, to the menu, service expectations, restaurant environment, customer offerings, product pricing, and other elements of the System standards, specifications, and procedures, which Company, in the good faith exercise of its judgment, believes to be necessary or desirable.

The material contained in the Manuals consists of confidential trade secrets of Company, and Company is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Franchisee only in connection with the operation of the Franchised Restaurant and other licensed JACK IN THE BOX restaurants.

Franchisee must ensure that the restaurant is being operated in accordance with the terms of the Franchise Agreement, and in accordance with the standards as specified in the Manuals.

B. Restaurant Buildings and Premises

The Franchised Restaurant building and Premises shall be constructed, maintained and improved only as authorized and approved in writing by Company, and in conformity with all applicable laws and ordinances. The appearance of such building and the condition of the Premises shall not be altered thereafter except as may be approved in writing by Company. The building shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company's specifications. Franchisee must periodically re-equip, upgrade, remodel, or make other improvements to the Franchised Restaurant and(or) the equipment, signs, interior and exterior décor or structural components, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchised Restaurant as may be required by Company, in its sole discretion ("Reimage"); provided, however, that Company will not require a Reimage more often than once every seven years during the term of this Agreement (except as a condition in connection with any earlier rewrite, extension, or other renewal of the term of this Agreement). Such Reimage may require, without limitation, (i) repainting, refinishing or replacing surfaces (both interior and exterior), (ii) landscaping modifications or upgrades, (iii) installation of new décor items (both interior and exterior), (iv) replacing or adding fixtures, furniture, equipment, or signage, (v) upgrading the building façade, (vi) installing new flooring, and(or) (vii) redesigning the layout of the Franchised Restaurant. Franchisee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time

as specified by Company. Franchisee shall maintain such building and Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law. Any modification to the building or Premises, whether required by land zoning or building laws or otherwise, shall be approved in advance by Company, and shall also be made at Franchisee's expense.

Except as may be provided in any lease between Company (or its parents, affiliates, or subsidiaries) and Franchisee, in the event such building or Premises shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall repair or reconstruct such building or Premises in accordance with Company's design standards in effect at the time of the repair or reconstruction, within a reasonable time in light of the circumstances. Franchisee shall, however, make every reasonable effort to restore the building or Premises to reflect the then-current image, design, specifications and the standards of JACK IN THE BOX restaurants.

If Franchisee leases the Premises from someone other than Company (or its parents, affiliates, or subsidiaries), Franchisee agrees that whenever it receives from its landlord any notice or other material document relating to Franchisee's performance under the lease for the Premises, including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Franchisee will promptly forward a copy of that document to Company in accordance with the notice provisions of this Agreement.

C. Signs

Franchisee shall display the Marks only in the manner authorized by Company. Franchisee shall maintain and display signs (including menu panels, posters or similar items) (collectively, “Signs”) as required by Company from time to time. Company requests for signage changes or upgrades may be made from time to time to comply with Company requirements. Franchisee shall display or use Signs only at the Premises or as otherwise permitted by Company for directional or similar uses for the Franchised Restaurant or Franchisee’s corporate offices. Franchisee shall not place additional signs, menu panels, posters or similar items on the Premises. Franchisee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by Company, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Franchisee shall use only equipment approved by Company in the Franchised Restaurant. Company requests for equipment changes or upgrades may be made from time to time to comply with Company requirements. Franchisee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, and shall replace equipment as necessary. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in

writing in advance by Company. If Company should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Franchisee shall promptly obtain and install such new equipment within the reasonable time specified by Company. Upon notification that any equipment, furnishings or supplies do not meet Company specifications or standards, Franchisee shall immediately cease and desist from using same.

E. Technology Systems, Technology Services and Platforms

At Company's request, Franchisee shall purchase or lease, and thereafter maintain such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), printer(s), firewalls, mobile app-related equipment, digital menu boards, communications devices, audio/visual equipment and software systems, technology services and platforms and other technology-related equipment, services, software and/or requirements (collectively "Technology System") as Company specifies for the purpose of operating the Restaurant, digitally engaging with guests and/or customers (on the premises, via mobile application, and/or via the internet), and providing Company access to all data or information maintained on the Technology Systems, including, among other functions, making and recording sales, tracking sales and customer data, restaurant operations, and other functions, at Franchisee's own cost and expense.

Franchisee must use any current or future technology services and platforms or related products (including backoffice solutions (such as inventory and workforce management), email or other communications, support or security services, point of sale systems, loyalty programs and online or mobile apps, online ordering, website, portals or cloud based services, menu management, software or hardware) provided by, paid for by, or designated by Company and could include access to an intranet, website hosting, and access to cloud-based data and storage communication system (collectively "Technology Services") required by Company. Company may change, modify, discontinue or otherwise update the required Technology Services. For menu management, Franchisee agrees that components will be installed in the point of sale system, which Company shall have access to in order to update (at its discretion) menu items, menu pricing, promotions, coupon, discounts, product descriptions, recipes, ingredients, preparation updates and other data; in accordance with Company's requirements for input from Franchisee. Franchisee is solely responsible for updating tax rate information for the pricing; Franchisee must provide any updated tax rate information to Company. Franchisee may request non-standard menu pricing in accordance with Company's requirements.

The Technology System and Technology Services must be purchased, by Franchisee at its sole expense, from, installed by and maintained by vendors approved by Company. Franchisee must sign and comply with any agreements (which may include software license agreements), terms and conditions or other terms of use for the Technology System and Technology Services, which may be with Company or a third party provider. Company may require Franchisee to remove or cease using any

Technology System or Technology Services and/or any other technology system or service not specified or otherwise approved by Company. The most current terms and conditions for the Technology Systems and Technology Services will be specified in the Manuals or the Technology Systems and Technology Services Terms and Conditions.

Franchisee shall provide such assistance as may be required to connect its Technology System and any other systems with the Technology System used by Company or other franchisees. Company shall have the right, on an occasional or regular basis, to retrieve any data and information from Franchisee's Technology System as Company, in its sole and exclusive discretion, deems necessary or desirable. In view of the interconnection of technology systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Company's standards and specifications for all items associated with the Technology System, and will otherwise operate its Technology System in accordance with Company 's standards and specifications. Franchisee agrees to be bound by all terms and conditions for use of the Technology System and the Technology Services that Company requires from time to time.

To ensure full operational efficiency of the Technology System and Technology Services, Franchisee shall, at its expense, keep the Technology System and Technology Services in good maintenance and repair, and, at its expense (and following Company's determination that it will be economical or otherwise beneficial to the System) promptly install such additions, changes, modifications, substitutions and/or replacement to the Technology system or the Technology Services, as Company directs.

In addition, Franchisee shall comply with Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

Company may authorize Franchisee to self-maintain and support certain components of the Technology System and/or Technology Services as they pertain to Franchisee’s Restaurant and operations in Company’s discretion and in accordance with any conditions required by Company. Any requirements for becoming a self-maintainer for any components of the Technology System and/or Technology Services will be specified in the Manuals.

F. Ingredients, Materials and Supplies

Franchisee shall purchase from such sources as shall be approved by Company (of which Company or a subsidiary, parent, or other related entity (“Affiliate”) may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Franchised Restaurant, as shall be specified in the Manuals or otherwise prescribed by Company in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. Should Franchisee desire Company to approve any alternative or additional sources of such ingredients, materials or supplies, Franchisee shall submit to Company a written request for the approval and such information and samples as Company requests.

Company will evaluate such alternative or additional source in accordance with its standards, and shall notify Franchisee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Franchisee. Company may impose limits on the number of suppliers that it will approve for any given item.

G. Menu, Service, Health and Cleanliness

Franchisee shall at all times offer for sale all food and beverage products and the carry-out and on-premises dining services that Company from time to time authorizes or requires, and Franchisee shall not offer or sell any other products or services. Menu items shall be set forth in the Manuals, or otherwise authorized and approved by Company in writing. Franchisee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics of product served, and standards of health, cleanliness and sanitation that are contained in the Manuals, or are otherwise prescribed by Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company specifications or standards, Franchisee shall immediately cease and desist from using same.

Franchisee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that Company may require that Franchisee use an “all inclusive” pricing structure or tiered pricing structure, and/or other pricing system or guidelines, and Company may set maximum prices on products and services to the extent permitted by law. If Company imposes a maximum price on a particular item, Franchisee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company may also require that certain products or services that are supplementary to the main products and services provided at Franchised Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by Company or its authorized representative shows that the Franchised Restaurant is not in substantial compliance with any System standard relating to food safety, Franchisee shall reimburse Company for the reasonable cost of a re-audit. Additionally, if Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant, Company may, in its sole discretion, exercise its rights under Section 18.B. (“Termination”) or any lesser right, such as directing a temporary closure of the Franchised Restaurant until the situation can be corrected.

H. Hours of Operation

The Franchised Restaurant shall be open for business for a minimum of sixteen (16) hours per day, seven (7) days a week, fifty-two (52) weeks a year, unless otherwise

authorized or directed by Company in writing. The precise hours of operation may be determined by Franchisee, subject to applicable government regulation and Company's approval.

I. Machines and Similar Devices

No coin-operated, card-operated or similar machines, cash, credit or debit machines, pay telephones, or games or devices of any nature, shall be installed at the Franchised Restaurant or on the Premises without the prior written consent of Company.

J. Personnel of the Franchised Restaurant

At all times, the Franchised Restaurant must be under the control of an individual who has been designated by Franchisee as, and approved by Company in writing to be, the operator of the Franchised Restaurant ("Operator"). The Operator (or, if applicable, a Designated Market Operator, as described below) shall use best and continuing efforts to promote and develop the business at the Franchised Restaurant. The Operator shall have and shall maintain a percentage ownership interest in any partnership, corporation, or other legally formed entity to which the franchise is assigned in accordance with the terms of this Agreement; the amount of the required ownership interest is subject to the prior written approval of Company. Alternatively, and only with the prior written approval of Company, the Operator may be employed by Franchisee under a contract through which Operator will acquire that ownership interest within five years of the date of employment, and shall maintain that ownership interest while acting as Operator.

In some circumstances, Company may, subject to the satisfaction of certain criteria and Company approval, permit Franchisee to name a designated market operator to operate the Franchised Restaurant ("Designated Market Operator" or “DMO”). The Designated Market Operator is not required to be an owner of Franchisee.

Franchisee understands and agrees that by designating an individual as Operator (or, if applicable, a Designated Market Operator), Franchisee is agreeing that the Operator or DMO has the authority to represent Franchisee in all dealings with Company, enter into agreements and modifications of agreements with Company and its affiliates on behalf of Franchisee, and receive notices on behalf of Franchisee.

Franchisee must have at least one (1) Certified Franchise Restaurant Manager at each restaurant, and must ensure that the restaurant is always under the supervision of either the Certified Franchised Restaurant Manager or a trained team leader. Additionally, Franchisee shall staff the Franchised Restaurant at all times during the term of this Agreement with a sufficient number of employees to maximize the sales at the Franchised Restaurant. All employees must meet the basic food safety and other training requirements that may be specified by Company from time to time.

If Franchisee owns more than fifteen (15) JACK IN THE BOX franchises, Company may require Franchisee to employ one or more individuals to supervise Franchisee’s Certified Franchised Restaurant Managers, train other employees, or otherwise assist

with managerial duties. All managerial employees above the restaurant manager level must also have successfully completed the training courses required by Company.

Operator or DMO shall hire all employees of the Franchised Restaurant, but Franchisee shall be fully responsible for the terms of their employment.

While on the Premises, Franchisee, Operator (or, if applicable, a Designated Market Operator) and all employees must meet Company's Standards relating to grooming, and wear the uniforms approved or mandated by Company. Company is not responsible for providing uniforms for Franchisee's employees.

K. Compliance with Laws

Franchisee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations now in force or that are hereafter enacted affecting the operation of the Franchised Restaurant business, including, without limitation, wage and hour laws, labor laws, the Americans with Disabilities Act, OSHA, the Sherman Act, the Federal Trade Commission Act, the Clayton Act, and the USA PATRIOT Act; any security standards (such as the Payment Card Industry Data Security Standard) imposed by the credit card or similar industries; and any similar federal, state, and local laws. Franchisee shall not enter into any agreement or understanding with any competitor, including other Jack in the Box® franchisees, that would result in a restraint of trade in violation of federal, state, or local laws. Franchisee hereby indemnifies Company, its Affiliates, employees, officers, directors and agents against, and agrees to save them harmless from, all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees and court costs) which result from or arise in connection with any alleged violation of any law, ordinance or regulation, whether occasioned by the neglect, omission or willful act of Franchisee or any other person on the Premises.

Franchisee shall notify Company in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ or injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or any Franchised Restaurant, including, but not limited to, a notice of a possible violation of state or federal Labor Laws, or of any law, ordinance or regulation relating to health or safety.

L. Advertising and Promotional Materials

Franchisee agrees to comply with the advertising Standards established from time to time by Company. All advertising by Franchisee shall be completely factual, in good taste in the judgment of Company, and shall conform to the highest standards of ethical advertising. Franchisee shall use, sell or distribute (by means including but not limited to television, radio, the internet, newspapers, magazines, flyers, posters, billboards, mailing circulars, coupons or gift certificates) only those advertising or promotional materials or items which are authorized by Company in writing prior to use. Franchisee must

participate in any gift, loyalty program, and/or other customer facing platforms, including but not limited to websites and mobile Apps that Company requires. Franchisee must promote, supply, and honor gift and/or loyalty redemptions upon the terms determined by the Company in its sole discretion.

M. Display and Use of the Marks

No display or use of the Marks shall be made in any medium (including but not limited to television, radio, the internet, social media, newspapers, magazines, flyers, posters, billboards, mailing circulars, business cards, stationery, coupons or gift certificates) without the prior written permission of Company. All materials on which the Marks appear shall include such notice of registration or license legend or such other notice as Company shall specify. Franchisee agrees to immediately remove or discontinue the use of any objectionable material upon receiving notice from Company to do so.

In the adoption of a corporate or partnership name, Franchisee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by Company to be confusingly similar to the Marks.

Franchisee is not permitted to establish any online presence including websites, social media venues, or domain names that incorporate the JACK IN THE BOX marks, name, initials or indicia. Franchisee is not permitted to establish any online presence including websites, social media venues, or domain names linking to the JACK IN THE BOX site without the prior written permission of Company.

N. Access to Premises

Company or its authorized representative shall have the unrestricted right at any time, without prior notification, to enter the Franchised Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Franchised Restaurant and its operation and the Premises during such periods as Company may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies, without payment to Franchisee, (c) interview personnel at the Franchised Restaurant, (d) interview customers and prospective customers of the Franchised Restaurant, (e) conduct various surveys, or (f) inspect, request digital access to and/or digital/physical copies, photocopy, review or audit any books, records and documents relating to the operation of the Franchised Restaurant or other JACK IN THE BOX restaurants. Such entries and activities may be conducted without prior notice and, at the Company's sole discretion, remotely. Franchisee agrees to cooperate fully with Company in connection with any such entries and activities.

O. Participation in Tests

Franchisee is required to participate in tests of new products, equipment, services and procedures at the Franchised Restaurant, including but not limited to testing of significant cooking, operating systems and platforms and new menu items, equipment. Company may require Franchisee to use specific product pricing during the test period.

Reimbursement of certain documented out of pocket costs necessarily incurred by Franchisee as part of the test may be addressed by separate agreement. Franchisee is responsible for any soft costs associated with testing, such as wages payable during training.

P. Delivery and Catering

Franchisee may be required to offer delivery and catering services for all food and beverage products from the Franchised Restaurant in accordance with Company's delivery and catering standards and procedures, as they are established and modified by Company in its sole discretion from time to time. Franchisee shall offer and sell such products only from the Franchised Restaurant, only in accordance with the requirements of this Agreement, the procedures and standards set forth in the Manuals, and all applicable laws. Franchisee may only offer delivery and catering services to customers located within the boundaries designated by Company, in its sole discretion, and such services may be limited to certain approved delivery vendors. As used in this Agreement, the term “delivery customers” means customers that purchase food and beverage products for delivery to (and consumption in) their home, office, or other off-premises locations. Franchisee shall not engage in any other type of sale of, or offer to sell, or distribution of those food and beverage products sold by the Franchised Restaurant pursuant to this Agreement, including but not limited to, selling, distributing, or otherwise providing, any such products at wholesale, or for resale or distribution by any third party, or through satellite locations, sales or mail order catalogs, temporary locations, carts or kiosks, the Internet, or through any other electronic or print media.

Q. Proposed System Modifications

Franchisee may submit proposals for new or improved elements of the System, including products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals.

If any System modification proposal by Franchisee is adopted by Company and becomes part of the System, Franchisee acknowledges that Company is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire (or to the extent the work may not be deemed a "work made for hire" under applicable law, Franchisee hereby irrevocably assigns to Company, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and that there are no restrictions on use, and no compensation shall be due to Franchisee. Franchisee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

R. Summary of Expenditures

As and when required by Company, Franchisee shall provide to Company a summary of the expenditures incurred by Franchisee, on the format required by Company, in connection with the acquisition, development and opening of the Franchised Restaurant and in connection with any remodeling or renovation of the Franchised Restaurant.

S. Integrated Technology Fee

Franchisee shall pay to Company the technology fee ("Integrated Technology Fee") Company specifies from time to time. The current amounts for the Integrated Technology Fee (and technology related services that such fee may cover) are stated in Exhibit A to this Agreement. The Integrated Technology Fee and the technology related services stated in Exhibit A are subject to Company's right to increase or otherwise modify the amount due and any services provided at any time, upon 30 days' notice to Franchisee. The Integrated Technology Fee must be paid to Company as and when required by Company. In addition to the Integrated Technology Fee paid to Company, if Technology Services are provided by any third party that has been approved by Company, Franchisee shall pay all amounts due to such third party for such Services.

## 6. SERVICES AVAILABLE TO FRANCHISEE

A. Company may provide reasonable advice and consultation to Franchisee from time to time in connection with the operation of the Franchised Restaurant.

B. If not previously loaned, Company shall loan Franchisee, concurrently with the execution of this Agreement and for the term of this Agreement, the most current editions of the Manuals, as well as other written standards and approved sources for the System; all such Manuals and other information shall be returned to Company promptly upon the expiration or earlier termination of this Agreement.

C. Company may develop and execute marketing programs and activities relating to JACK IN THE BOX restaurants and direct, prepare and/or place advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, magazine, and newspaper advertising campaigns; purchasing radio, television, digital, social, magazine, newspaper and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing, conducting, providing for first party and/or third party sales and/or delivery campaigns, promotions, discounts, coupons, deals; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to

the restaurants operated under the System. Company shall create in connection therewith a fund to be used for the expenses of such programs and activities (the "Marketing Fund"). The Marketing Fund shall consist of the sum of: (i) the Marketing Fees paid by Franchisee and other franchisees of traditional JACK IN THE BOX restaurants operated in the United States under Section 8.B hereof; (ii) the amount contributed by Company; and (iii) certain other amounts that may be obtained from third parties and contributed or allocated by Company to the Marketing Fund. Company will contribute to the Marketing Fund at least the same percentage of its Gross Sales as the percentage being contributed by the majority of traditional JACK IN THE BOX franchises operating in the United States.

The Marketing Fund shall be accounted for separately from the other funds of Company, and expended on marketing programs and activities related to JACK IN THE BOX restaurants. Notwithstanding the foregoing, the manner by and the purposes for which the Marketing Fund shall be expended, including (without limitation) such matters as the selection and timing of marketing expenditures, campaign strategies, and allocation of funds among seasons and geographic areas, shall be at the sole and absolute discretion of Company, as Company shall from time to time determine.

D. Company may provide advice on merchandising and local store marketing (including local coupon programs) that it deems helpful to Franchisee. All local store marketing must be approved prior to use by Company.

E. Company may, during the term of this Agreement, inform Franchisee of any new products, developments, techniques and improvements to the System. Company may provide necessary training materials for the training of Franchisee's employees, at Franchisee's expense.

F. Company may delegate the performance of any or all of its obligations under this Agreement to our designees, which may include our affiliates, agents or independent contractors.

## 7. TRAINING

Prior to the opening of the Franchised Restaurant, the Operator (or, if applicable, a Designated Market Operator), and an individual restaurant manager designated for the Franchised Restaurant shall have completed Company's Certified Franchise Restaurant Manager Training Program in San Diego, California, or such other location as may be designated by Company. After successful completion of such training program, the designated manager shall be deemed a "Certified Franchise Restaurant Manager." During the term of the franchise, the Operator (or, if applicable, a Designated Market Operator), and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by Company. The designation "Certified" Franchise Restaurant Manager shall not be applied to any individual who has not successfully completed such continuing education programs as Company may require from time to time. If such further training is required, the Franchisee shall pay all traveling, living, compensation and other expenses as may

be incurred for himself (or the Operator (or, if applicable, a Designated Market Operator)) and the individual restaurant manager, along with any retraining fee the Company may adopt from time to time, in its sole discretion, in the Manuals.

Franchisee shall conduct additional training for Franchisee's employees as necessary to ensure that all Company Standards are consistently satisfied.

## 8. ROYALTY AND MARKETING FEE

A. Royalties

1. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Franchisee agrees to pay to Company a monthly royalty fee, calculated as percent ( %) of Franchisee's monthly Gross Sales. In the event of a closure of the Franchised Restaurant exceeding fourteen (14) days in any month due to: (i) damage or destruction of the Premises or other casualty loss, or (ii) any other closure of the Franchised Restaurant that has not been expressly authorized by Company, the royalty shall be percent ( %) of the monthly Gross Sales that the Franchised Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Franchise Restaurant was not in operation at least twelve (12) complete months, the royalty will be percent ( %) of the average Gross Sales over the total complete months that the Franchise Restaurant was in continuous operation. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon Company due to the collection of the Royalty, and shall be paid monthly by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to Company or Company's designee.

2. Royalty for Games and Devices

For Gross Sales from Games and Devices resulting from the operation or conduct of games or coin or token-operated devices such as pay telephones; cash, credit or debit machines (including automated teller machines); newspaper stands; and any type of vending machines, including, without limitation, electronic devices of all types (collectively, "Games and Devices"), Franchisee agrees to pay to Company, during the term of this Agreement, a royalty of forty percent (40%) of Gross Sales from Games and Devices (the "Royalty for Games and Devices"). The Royalty for Games and Devices is net of any tax, including excise tax, or other fee imposed upon Company due to the collection of the Royalty for Games and Devices, and shall be paid monthly on the fifteenth (15th) day following receipt by Franchisee of the said Gross Sales. Each payment shall be made payable to Company or Company's designee.

B. Marketing Fee

Franchisee must pay to Company a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Franchisee's Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is five percent (5%) of Gross

Sales. Company has the right to increase or decrease the Marketing Fee percentage. It may only increase the Marketing Fee percentage upon majority vote, described as follows: Franchise Operators and Company will have one vote for each JACK IN THE BOX restaurant that they operate and that pays the then-standard Marketing Fee; however, Company's voting rights will never fall below twenty percent (20%) of the total number of possible votes, regardless of the number of restaurants it operates. In no event will the Marketing Fee percentage be increased in any twenty-four (24) month period by more than .5% of Gross Sales. The Marketing Fee shall be due and payable by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to Company or Company's designee.

C. Gross Sales Defined

The term "Gross Sales" means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Franchised Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection, and including revenue resulting from the operation or conduct of electric vehicle charging at the Franchised Restaurant. The term Gross Sales does not include the following: (1) any bona fide, documented federal, state or municipal sales taxes collected by you from customers and paid by you to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the sale of furnishing, fixtures, equipment and supplies used in the Franchised Restaurant; (4) the discounted value of payments made by coupon, or other promotional discounts, approved by the Company; (5) Gross Sales from Games and Devices; (6) the amounts of employee meal discounts; (7) any other items that Company may expressly permit in writing to be excluded from Gross Sales, such as certain sales benefiting charity.

D. Interest

Any Royalty payment or Marketing Fee not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by Company for Franchisees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to Company through a pre-authorized payment system (which authorizes Company to debit and credit Franchisee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by Company. Upon request, Franchisee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Franchisee must ensure that funds are available in Franchisee's bank accounts to cover the debits. Notwithstanding any designation by Franchisee, Company shall have sole discretion to apply any payments

by Franchisee to any current or past due indebtedness of Franchisee for royalty, marketing fees, purchases from, or any other indebtedness to, Company or its Affiliates. To the extent permitted by law, Franchisee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason, or to offset against such amounts, any monies allegedly due from, or any alleged obligations of, Company.

F. Security Interest

To secure prompt and complete payment of the "Obligations," as hereinafter defined, Franchisee hereby grants to Company a security interest in and to all of Franchisee's assets of any kind or nature used or useful in connection with the ownership and operation of the Franchised Restaurant, including, without limitation, the following (the "Collateral"):

1. all equipment, furnishings, fixtures, merchandise, inventory, goods and other tangible personal property;

2. all accounts, accounts receivable, other receivables, contract rights, leases, software, chattel paper and general intangibles;

3. all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, bank accounts and cash;

4. all books, records and documents relating to any Collateral;

5. all permits, licenses and franchises for the operation and ownership of the Franchised Restaurant, and all rights incident or appurtenant to such licenses, authorizations and permits; and

6. all accessions, additions and improvements to, and all replacements, substitutions and parts for, and all proceeds and products of, the Collateral, including proceeds of insurance.

The Obligations secured by the security interest in and to the Collateral include: all amounts owed by Franchisee to Company from time to time under this Agreement (including Royalties, Marketing Fees and interest); all amounts owed by Franchisee to Company from time to time under any other agreement between Company and Franchisee; all costs and expenses incurred by Company in order to enforce this Agreement and to collect the amounts due hereunder; and any advances made by Company to Franchisee.

Franchisee shall, at its sole cost and expense, execute and deliver to Company such other and further documents, instruments and agreements as reasonably requested by Company to create, maintain, perfect, or assure the priority of, the security interest granted hereby. Company is hereby appointed as agent and attorney-in-fact of Franchisee, which appointment is coupled with an interest, and shall be irrevocable so

long as any of the Obligations remain outstanding, to execute and deliver such documents, endorsements and instruments, and to take all such other actions (to the maximum extent permitted by law) in the name and on behalf of Franchisee as Company may deem necessary or advisable to create, maintain, perfect, assure the priority of, or foreclose, its security interest in and lien on the Collateral.

## 9. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Records That Must Be Maintained

Franchisee agrees to keep complete records of the franchised business and for any Affiliate of Franchisee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years. Although Company reserves the right to change its record-keeping requirements with reasonable notice to Franchisee, the records it currently requires Franchisee to keep are:

1. Weekly cash and sales reports;

2. General ledger (defined as a ledger that contains a collection of all the assets, liabilities, owner's equity, Gross Sales and expense accounts);

3. Cash disbursements journal (check register);

4. Monthly bank statements and related canceled checks;

5. All tax returns (monthly and quarterly sales tax returns as well as corresponding Federal and State income tax returns, be it personal, partnership or other, on which the Franchised Restaurant's results have been declared);

6. Suppliers' invoices (both paid and unpaid);

7. Dated cash register sales information consisting of the following: daily sales reports/tapes, weekly sales reports/tapes, and weekly cumulative sales reports/tapes, as appropriate given the cash register system in use;

8. Quarterly Balance Sheets;

9. Quarterly Profit and Loss Statements;

10. Petty cash receipts;

11. Personnel and payroll records and documents required by federal, state or local laws for all of Franchisee’s employees;

12. Copies of all state sales tax returns relating to sales at the Franchised Restaurant;

13. Records showing that Franchisee and Franchisee's employees are trained in accordance with Company's training requirements, as specified in the Manuals; and

14. Documents evidencing the formation and ownership structure of any legal entity to which this Agreement has been assigned, including articles of incorporation, bylaws, stock certificates, operating agreements, partnership agreements, and any similar documents relating to the entity.

B. Accounting Documents to be Periodically Submitted to Company

In addition to maintaining the above-referenced documents, Franchisee agrees to provide Company with the following documents in the time frames specified:

1. Quarterly and fiscal year to date profit and loss statements for the business, in the format prescribed by Company. These must be provided to Company within twenty-seven (27) days after the end of each quarter.

2. Quarterly balance sheets for the business in accordance with the fiscal year of the Franchisee. These must be submitted within twenty-seven (27) days of the end of each quarter, including the fourth quarter, of Franchisee's fiscal year.

3. Complete annual financial statements, which (if required by Company) shall be audited by a Certified Public Accountant acceptable to Company, together with a full identification of all persons with any ownership interest in the Franchisee and Franchised Restaurant, and the nature and extent of such interest. These must be submitted to Company within ninety (90) days after the close of each fiscal year of Franchisee. If Franchisee adjusts the annual financial statements after submitting them to Company, then Franchisee agrees to supply Company with such adjustments within thirty (30) days after making the adjustment.

4. If Company is unable to access, or for any reason does not obtain, Franchisee's weekly sales by restaurant through electronic polling of Franchisee's computer system, then Franchisee must submit its weekly sales figures to Company each Monday morning by telephone or facsimile, or at such time, or by such other means, as Company reasonably requests.

5. Such other accounting and financial records as Company may reasonably request from time to time.

The items listed in paragraphs 1, 2 and 3 above must be prepared in accordance with accounting principles generally accepted in the United States of America, which are consistently applied.

C. Taxes

Franchisee will pay to Company all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar

taxes imposed upon or required to be collected by Company, on account of goods or services furnished to Franchisee through sale, lease or otherwise, or on account of collection by Company of, including but not limited to, the Franchise Fee, Royalty, or Royalty for Games and Devices. Franchisee will pay such taxes upon demand and in the manner designated by Company.

D. Audits

Company has the right at any time during business hours, without prior notification, to inspect and audit, or cause to be inspected and audited, at its own expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspection or audit will be conducted at the location where the business records are customarily maintained or at Company's discretion, transmitted to the Company in digital or hardcopy format as the Company may require.

If the inspection or audit discloses an understatement of Gross Sales or Gross Sales from Games and Devices, Franchisee shall pay to Company within fifteen (15) days after receipt of the inspection or audit report, the Royalties and Marketing Fees (and rent, if the Premises are leased from Company) due on the amount of such understatement.

If the inspection or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements, or other information as required by this Agreement; or to furnish such reports, information and statements on a timely basis; or if an understatement of Gross Sales or Gross Sales from Games and Devices for the period of any audit is determined by any such inspection or audit to be greater than one percent (1%), Franchisee must promptly reimburse Company for all reasonable costs of such inspection or audit, including without limitation, the charges of attorneys and any independent accountants, and the travel expenses, room and board and per diem charges for employees of Company. The foregoing remedies are not exclusive, but in addition to all other remedies and rights of Company under this Agreement or applicable law.

E. Release of Financial and Other Information

Franchisee hereby gives permission to Company to release to Franchisee's Owners, landlords and lenders, or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Franchised Restaurant.

## 10. CONFIDENTIAL INFORMATION

A. Franchisee understands and acknowledges that Company has invested, and continues to invest, considerable sums of money in developing the System. Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other JACK IN THE BOX franchisees, it is necessary to protect certain information about the System as confidential.

B. For purposes of this provision, "Confidential Information" includes: product recipes and tests, ingredients used in Company's products, product preparation

procedures, customer service measures and techniques, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, the Manuals, growth plans or strategies, real estate development plans or strategies, restaurant design plans, proposed restaurant sites, equipment designs, computer systems, business and development plans and strategies, training programs, access to and information contained on the JACK IN THE BOX restaurant intranet and other non-public JACK IN THE BOX websites (including but not limited to training materials and reference manuals), consumer research results, marketing and advertising strategies and materials, financial performance (including but not limited to sales and earnings), and all other information designated by Company as confidential.

C. Confidential Information does not include: (a) information, concepts methods, procedures or techniques that are, or become generally known in the quick-service and quick-casual restaurant industries in the United States, other than through disclosure by Franchisee, whether deliberate or inadvertent; (b) the disclosure of Confidential Information in judicial or administrative proceedings or when otherwise required by law, to the extent that Franchisee is legally compelled to disclose such information, provided that Franchisee has afforded Company with the opportunity to obtain an appropriate protective order or other assurance that the information will treated as confidential; or (c) information that Franchisee can demonstrate came to its attention prior to disclosure thereof by Company.

D. Franchisee will be provided with Confidential Information in connection with its operation of the Franchised Restaurant. Franchisee agrees that both during the term of this Agreement and thereafter, Franchisee (a) will use the Confidential Information only in the operation of the Franchised Restaurant, and not in any connection with any other business; (b) will not make copies of any Confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the Confidential Information to any person or entity who does not need access to it to operate the Franchised Restaurant; and (d) will not use the Confidential Information, or allow it to be used, for the benefit of any third party.

E. Franchisee agrees that it may collect data and information from customers and potential customers in connection with the Franchised Restaurant, (“Customer Data”). Customer Data is deemed to be owned exclusively by Company, and Franchisee also agrees to provide the Customer Data to Company or delete Customer Data at any time that Company requests. Franchisee has the right to use Customer Data while this Agreement or a successor or renewal Franchise Agreement is in effect, but only in connection with operating the Restaurant and only in accordance with the policies that Company establishes from time to time. Franchisee may not sell, transfer, or use Customer Data for any purpose other than operating the Restaurant and marketing “Company brand” products and services. However, if Franchisee Transfers or assigns the Franchise (as provided in Section 14 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Franchise. Franchisee must secure from its vendors, customers, prospective customers, and others all consents and authorizations, and provide them all disclosures,

that applicable law requires to transmit the Customer Data to Company and its affiliates and for Company and its affiliates to use that Customer Data in the manner that this Agreement contemplates.

F. Company may require Franchisee to obtain from all partners, Owners, directors, officers and management personnel, as a condition of their employment or otherwise, covenants that they will maintain the confidentiality of all Confidential Information that they receive in connection with their employment at the Franchised Restaurant. Such covenants will be in a form satisfactory to Company, including, without limitation, specific identification of Company as a third-party beneficiary of such covenants, with the independent right to enforce them. Franchisee may be required to provide Company with copies of all such covenants.

G. Company requires that all Owners sign a commercially reasonable Confidentiality and Non-Competition Agreement.

H. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Company in obtaining specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company may be entitled.

I. Franchisee agrees that it may collect, receive, or otherwise process Personal Information, as a result of agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement. For purposes of this Agreement, "Personal Information" means any information that is received from Company, or collected on Company's behalf, that alone or in combination with other data or information, identifies, relates to, describes, is capable of being associated with, or is linked or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or household. Personal information includes all information or data defined by any of the Privacy Laws as constituting "personal data," "personal information" "protected health information," "individually identifiable information," "personally identifiable information," or any substantially similar term.

a. Franchisee agrees to abide by all applicable laws and regulations pertaining to the processing, privacy, security, or protection of consumer, employee, transactional and Personal Information, including all laws and regulations regarding unauthorized access to or disclosure of Personal Information ("Privacy Laws").

b. Franchisee agrees to comply with Company's standards and policies pertaining to Privacy Laws. If there is a conflict between Company's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee shall: (i) comply

with the requirements of applicable law; (ii) immediately give Company written notice of said conflict; and (iii) promptly and fully cooperate with Company and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law.

c. Franchisee agrees not to publish, disseminate, implement, revise, or rescind any policy, rule, notice or other disclosure that describes the processing of Personal Information from or about individuals (including all such documents labeled as a "Privacy Policy," "Privacy Notice" or any equivalent) without Company's prior written consent.

d. With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees that Company is the sole owner and controller of the Personal Information and that Franchisee is a service-provider or processor for such information.

e. With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees and certifies that it will:

i. Process Personal Information only for the limited and specified purposes of providing services requested by Company, including operating the Restaurant, or as otherwise expressly permitted by Privacy Laws.

ii. Notify Company, and provide Company with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor.

iii. Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to contractually agree to provisions materially similar to those found within this Section 10.I and to comply with all Privacy Laws.

iv. Cooperate and assist Company with responding to any request from an individual to exercise their rights under any Privacy Laws, including their right to access, delete, correct, or limit the processing of Personal Information.

v. Notify Company immediately if it believes that it can no longer meet the obligations of this Section 10.I.

vi. Implement and maintain reasonable and appropriate security procedures and practices designed to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. These procedures and practices must provide the same level of privacy protection as required of Company under any applicable Privacy Laws.

vii. Notify Company immediately after becoming aware of any actual or reasonably suspected loss, unauthorized, or unlawful processing, destruction, damage, alteration, or unauthorized disclosure of, or access to, the Personal Information (a "Security Breach"), and cooperate with Company in the event of a Security Breach, including by sharing all information relevant to the Security Breach that is requested by Company.

viii. Allow and contribute to reasonable audits by Company, including inspections by the Company or its auditor, to verify Franchisee's compliance with data processing and security obligations and applicable data protection statutes and regulations.

f. Franchisee further agrees and certifies that it will not:

i. Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business, person, or a third party for monetary or other valuable consideration.

ii. Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Company, including operating the Restaurant, pursuant to any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement. For clarity, Franchisee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Franchisee and Company.

iii. Combine the Personal Information that it receives from Company with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Company or required to do so by law.

iv. Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

v. Franchisee further agrees that Company may, upon notice to Franchisee, take reasonable and appropriate steps, as solely determined by Company, to stop and remediate Franchisee's unauthorized use, disclosure, or processing of Personal Information or any breach of this Section 10.I, including requiring Franchisee to provide documentation that verifies that it no longer retains or uses the Personal Information that Company has instructed it to delete.

g. This Section 10.I will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Franchisee and Company (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 10.I controls in the event of a conflict with such terms.

## 11. OWNERSHIP OF INTELLECTUAL PROPERTY

Franchisee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in Company, and that any use thereof by Franchisee shall inure to the benefit of Company. Franchisee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Franchisee agrees not to contest, directly or indirectly, the validity of Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company's sole right to register, use or license others to use the same. Franchisee agrees that all information loaned, or otherwise made available to him, and all disclosures made to him and not to the general public, by or at the direction of Company at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade secrets of Company for purposes of this Agreement, and shall be kept confidential and used by him only in the operation of the Franchised Restaurant and any other franchised JACK IN THE BOX restaurants franchised to Franchisee.

If it becomes advisable at any time, in Company's sole discretion, to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Franchisee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Franchisee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair Company's right, title or interest in the Marks or System. Except as provided herein, Company shall not be required to participate in the defense of and/or to indemnify Franchisee for damages or expenses incurred by Franchisee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Franchisee shall not institute any legal action or any other kind of proceeding based upon the Marks, without Company's prior written approval.

Franchisee shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Franchisee's use of any of the Marks or the System, and Company shall have the sole discretion to take such action, if any, it deems appropriate. Company may control any administrative proceedings or litigation affecting the Marks or the System. Franchisee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by Company. Company shall bear the legal expenses incident to Franchisee's participation in such action, except for the cost of Franchisee's personal legal counsel if Franchisee elects to be represented by counsel of his own choosing.

Company makes no express or implied warranty with respect to the validity of any Company Marks. Franchisee acknowledges Franchisee's understanding and agreement that Franchisee will be conducting business utilizing some Company Marks that have not been registered and that registration may not be granted for the unregistered Marks, and

that some Company Marks may be subject to use by third parties unauthorized by Company.

## 12. INSURANCE

During the term of this Agreement, Franchisee shall obtain and maintain in full force and effect, at its own expense, such insurance coverages as may be required of franchisees by Company. The current insurance requirements are listed in this Section; provided that Company may update or modify the insurance requirements in the Manuals, may provide changed or modified insurance requirements in any lease agreement between Company (or its Affiliates) and Franchisee, or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion. Prior to the opening of the Franchised Restaurant and thereafter, throughout the term of this Agreement, Franchisee shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Company, and noted on the applicable Certificate of Insurance. Requirements as of the date hereof are:

A. Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Franchisee under Section 13 of this Agreement. The limit requirements can be satisfied by a combination of primary limits and umbrella/excess liability limits.

B. Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

C. Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated.

D. "All Risk" property insurance covering: (a) the building (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Franchised Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months’ fixed minimum rent.

E. Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction when Franchisee is building, renovating, refurbishing or remodeling the Franchised Restaurant.

F. Cyber Liability insurance with a limit of not less than $1,000,000 per occurrence, or such other limit as the Company may specify.

G. Other insurance that may be required by any state, local, federal, or municipal law, or when applicable, by a third-party land owner.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and Company's insurance shall be non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company and its Affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent). Franchisee shall require any independent contractors to have sufficient insurance specific to the work they are performing for the Franchisee. Franchisee understands and acknowledges that the insurance requirements set forth herein are in addition to and do not modify or replace any duty of the Franchisee to defend and/or indemnify Company as set forth in this Agreement.

## 13. INDEMNIFICATION

Franchisee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) arising out of or in connection with the possession, ownership or operation of the Franchised Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Franchisee shall defend, indemnify and hold harmless Company, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of the indemnified parties.

If such claims are asserted against an indemnified party, Company shall notify Franchisee, and Franchisee will assume the defense of such claims. If Franchisee fails to assume the defense, then Company may defend in such manner as it deems appropriate. Franchisee shall reimburse the indemnified party for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by

the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

## 14. ASSIGNMENT OF THE FRANCHISE

A. This Agreement is personal to Franchisee (or if Franchisee is a legally formed entity, the Owners of Franchisee). Neither Franchisee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Franchisee, nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

After an approved Transfer, absent Company's express written release of liability, Franchisee (and, if Franchisee is a legally formed entity, its Owners) shall remain liable for all obligations under this Agreement.

B. Any purported Transfer contrary to the provisions of this Agreement shall constitute a default under this Agreement and shall for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force or effect.

C. Subject to the prior written consent of Company, Franchisee may assign this Agreement to a partnership, corporation or other legally formed entity other than a trust that is not then or thereafter to be engaged in any business other than operation of the Franchised Restaurant, and in which Owners of Franchisee shall own one hundred percent (100%) of the outstanding ownership interest in the same proportions as their respective interests in Franchisee prior to such assignment. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer in such assignee shall be made without Company's prior written approval. If Franchisee is not an individual, the Franchise Operator shall, throughout the term of this Agreement, maintain the required percentage ownership of the Franchisee.

The Articles of Incorporation, By-Laws, and other similar documents of Franchisee, copies of which shall be provided to Company upon Company's request, shall at all times reflect the restrictions contained in this Agreement, unless otherwise directed by Company. All stock certificates, membership certificates or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares / membership interests evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to one or more JACK IN THE BOX restaurant Franchise Agreements, copies of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

D. At no time shall Franchisee be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Franchisee, each individual Owner of a partnership or corporation with a direct or indirect interest in Franchisee, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Franchisee.

E. Any Transfer, including (but not limited to) assignments among Owners of Franchisee, shall require, among other items: (i) delivery of an updated Certification of Entity Structure Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (iii) the payment by Franchisee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site to Company (other than in an assignment by the Owners to an entity, which is one hundred percent (100%) owned by the original Owners); (iv) the execution by Franchisee and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Franchisee and Company; (v) the payment of all amounts owed to Company or its Affiliates by Franchisee or Owners; (vi) the execution of a personal guarantee by each transferee; and (vii) such other conditions as Company may require.

F. There are no restrictions on Company's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of Company.

## 15. DEATH OR PERMANENT INCAPACITY OF FRANCHISEE

In the event of the death or incapacity of Franchisee or an Owner, the interest of such Owner or Franchisee may be transferred to the Owner or Franchisee's heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements relating to financial condition, character, and managerial qualifications and commitment for franchisees, as in effect at the time of transfer; and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all the terms and conditions of this Agreement to the same extent as the original Franchisee or Owner.

If such person is not so approved, the Franchisee's or Owner’s personal representative shall use its best efforts to sell the Franchised Restaurant (or the interest therein) to a person acceptable to Company within twelve (12) months, subject to the Right of First Refusal set forth in the following Section. During such period, Company shall have the option but not the obligation to operate and/or manage the Franchised Restaurant on Franchisee's (or his estate's) behalf until the interest is transferred to a person acceptable to Company. Company will make a complete accounting, and shall

forward the net income from the operation to Franchisee's or Owner's estate, less Company's expenses and a reasonable management fee, if it elects to operate and/or manage the restaurant. If the interest of the Franchisee or such Owner is not conveyed to a party acceptable to Company within a twelve (12) month period from the date of death or incapacity of such person, Company shall have the option but not the obligation to purchase such person's interest at fair market value, by giving notice of Company's intent to purchase within thirty (30) days of the end of such twelve (12) month period.

If, at the end of that time period, the interest of a deceased or incapacitated Franchisee or Owner has not been conveyed to a party acceptable to Company, and Company has not exercised its option to purchase such person's interest at fair market value, Company may immediately terminate this Agreement, which termination shall be effective upon receipt of notice thereof by Franchisee's or Owner's personal representative.

As used herein, "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Franchisee or Owner unable to substantially perform all of his duties in connection with the Franchised Restaurant, which is verifiable by medical findings, and appears reasonably certain to continue for at least one (1) year without substantial improvement.

## 16. RIGHT OF FIRST REFUSAL

Franchisee or any Owner shall give Company forty-five (45) days' written notice of any proposed sale of any interest in this Agreement, Franchisee, or the franchise (including, without limitation, any securities of Franchisee or the assets of the Franchisee), setting forth the name and address of the prospective purchaser, the price and terms of the offer, an application for Company's approval of the purchase in form acceptable to Company (completed by the prospective purchaser), a copy of the fully executed sales contract (expressly stating that the transfer is contingent upon Company approval and waiver of its right of first refusal), and such other information as Company may request. Company shall, upon receipt of all required information, then have the option to purchase the interest at the price and upon the terms of such offer. Company will notify Franchisee within thirty (30) days after receipt of all such information (and from the furnishing of any additional information it may request) of its intent to exercise the right of first refusal. If the proposed transaction includes assets of Franchisee not related to the operation of the Franchised Restaurant, Company may at its discretion exercise its option only with respect to the interest of the Franchised Restaurant. In such event, an equitable purchase price shall be allocated to each asset included in the proposed transaction. In exercising its rights under this section, Company shall be entitled to all customary representations and warranties from the Seller that assets are free and clear (or if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts inuring to the buyer or affecting the assets, whether contingent or otherwise. If a transfer is proposed to be made by gift, Company will designate, at its expense, an independent appraiser to determine the fair market value of the interest proposed to be

transferred. Company may purchase the interest at the price determined by the appraiser.

This right of first refusal shall apply to any transaction in which any part of the legal or beneficial ownership of the license granted by this Agreement will be vested in a party other than Franchisee. The election by Company not to exercise its option to meet any offer shall not affect its right as to any subsequent offer. Any sale effected without first giving Company the right of first refusal shall constitute a default under this Agreement, and for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force and effect.

Notwithstanding the above, Company's right of first refusal is not applicable to a sale of furnishings or equipment of the Franchised Restaurant in connection with the replacement of such furnishings or equipment, or the disposal of excess furnishings or equipment, in the ordinary course of business.

If Company does not exercise its option, the proposed sale may nonetheless be concluded only with Company's written consent to the transfer. Such consent shall not be unreasonably withheld upon compliance with the conditions imposed by Company on such transfer, including, but not limited to, the following:

A. All obligations of Franchisee or its Owners to Company and its Affiliates, whether arising under this Agreement or otherwise, shall be fully satisfied at or prior to such transfer.

B. The prospective purchaser shall be approved as a Franchisee under Company's standards then in effect, including requirements relating to financial condition, character, managerial qualifications and commitment, and other conditions as Company may then be applying. It is understood that the prospective purchaser must meet with representatives of Company in San Diego, California, or such other location as Company may designate.

C. The prospective purchaser shall have completed Company's required training program for new franchisees to Company's satisfaction.

D. Company must be satisfied that the terms and conditions of the transaction will not negatively affect the possibility of success of the business in light of the conditions under which it is purchased; however, Company's review of the terms and conditions of the proposed transaction do not constitute a guaranty or warranty of the success or profitability of the Franchised Restaurant.

E. Execution by Franchisee and Owners of a general release in favor of Company and its Affiliates in a form satisfactory to Company.

F. Company shall be paid a fee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site for its costs in connection with the transfer.

## 17. COMPLIANCE WITH OTHER AGREEMENTS

Franchisee shall comply with and perform all covenants contained in any other agreement, instrument, or other document between Company or its Affiliates, or any of them, and Franchisee or its Affiliates or Owners, or any of them. This includes, without limitation, any franchise agreement; lease agreement; note; any written or oral agreement; any account for the purchase of product or services between Company and Franchisee, whether or not pertaining to the Franchised Restaurant; and any Development Agreement signed between Company and Franchisee. A default, in whole or in part, under any of the aforementioned agreements or notes, shall constitute a default under this Agreement.

## 18. TERMINATION

Company may terminate this Agreement and the license granted herein, or may exercise any lesser-included right, such as requiring a temporary closure of the Franchised Restaurant, upon any of the following grounds if Franchisee fails to correct the condition within the period specified, without prejudice to any other rights or remedies provided by law or under this Agreement:

A. Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will immediately terminate automatically and without notice to Franchisee if any of the following events occur:

1. Franchisee makes a general assignment for the benefit of creditors.

2. Franchisee commences a voluntary petition under bankruptcy, insolvency or any similar law; or an involuntary case under bankruptcy or insolvency or similar law is filed against Franchisee and is either unopposed by Franchisee or is not dismissed within thirty (30) days of filing; or an order or decree for relief under bankruptcy, insolvency or similar laws is entered regarding Franchisee. Franchisee expressly waives all rights under the provisions of the bankruptcy or other applicable laws and rules, and consents to the immediate termination of this Agreement as provided herein. Franchisee agrees not to seek an order from any court, tribunal or agency in any jurisdiction relating to bankruptcy, insolvency, reorganization or any similar proceedings that would have the effect of staying or enjoining this provision.

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee’s business or assets or real or personal property is filed by, consented to or not opposed by Franchisee.

4. Franchisee becomes insolvent in that (a) Franchisee generally fails, or is generally unable, to pay its obligations as they become due in the regular course of business, or (b) the value of Franchisee’s assets is less than the value of its liabilities.

5. If Franchisee is a corporation, partnership or other legal entity and Franchisee is dissolved.

6. Execution is levied against the franchise, the Franchised Restaurant or property or the Premises.

7. A suit to foreclose any lien or mortgage against the Premises or equipment is instituted and not dismissed within thirty (30) days.

8. Franchisee at any time ceases to operate the Franchised Restaurant for a period of five (5) consecutive days other than due to a force majeure or as otherwise authorized by the Company in writing, or otherwise abandons the Franchised Restaurant; provided that, loss of premises due to eminent domain or similar government action shall not be considered a force majeure event.

9. Franchisee fails for any reason to commence operation of the Franchised Restaurant within one-hundred and twenty (120) days of the date of this Agreement.

B. Franchisee will be deemed to be in default, and Company may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. Termination will become effective immediately upon notice to Franchisee.

1. Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant.

2. Franchisee, Operator, Designated Market Operator, or any stockholder, member, partner, owner, director or officer of Franchisee, engages in conduct, or is arrested for, admits to, is convicted of, or pleads guilty or no contest to, any crime or offense that is reasonably likely to have a serious adverse effect on the System, the franchisees operating under the System, the Proprietary Marks, the goodwill associated therewith, or Company's interest therein.

3. Franchisee fails for a period of ten (10) days to make any of the payments required under this Agreement.

4. A final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal bond has been filed).

5. Franchisee discloses, makes any unauthorized duplicates of, or otherwise improperly divulges or uses the contents of the Manual or other confidential information provided to Franchisee by Company contrary to the terms of Sections 5A or 10 of this Agreement.

6. Franchisee creates, maintains, or submits to Company, any governmental agency or any financial institution, any books, records, reports or other information relating to the Franchised Restaurant that contains any materially false, inaccurate, incomplete or misleading statements, or omits any fact necessary in order to make the statements made not materially misleading.

7. Franchisee fails on three (3) or more separate occasions within any twenty-four (24) month period to comply with this Agreement, or to execute Company's standards as outlined in the Manuals as measured by Company's restaurant inspections, whether or not such failures are corrected after notice of default is given, or Franchisee fails on two (2) or more separate occasions within any twelve- (12) month period to comply with the same requirement under this Agreement, whether or not such failure to comply is corrected after notice of default is given.

8. Franchisee has made material misrepresentations or omissions in Franchisee's franchise application or this Agreement.

9. Franchisee makes any unauthorized use of the Marks, or fails to strictly comply with the terms set forth in Sections 1 or 11 of this Agreement.

C. Franchisee will be deemed to be in default and Company may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. If the condition is susceptible of being cured, Franchisee must correct the condition within the period specified below, or termination will be effective at the conclusion of the cure period.

1. Franchisee fails to maintain and operate the Franchised Restaurant in accordance with the standards and specifications, including, but not limited to, selling any product that Franchisee knows or should know does not conform to Company's specifications, failing to sell any product required by Company, or selling any product that is not approved by Company. Franchisee will have five (5) days to correct such condition.

2. Franchisee loses the right to possess the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Restaurant is located. Franchisee will have five (5) days to correct such condition.

3. Franchisee or any Owner of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee in violation of the terms of Section 14 of this Agreement. Franchisee will have five (5) days to correct such condition.

4. Franchisee fails to comply with the in-term covenants in Section 19 of this Agreement or fails to obtain execution of the covenants required under that Section. Franchisee will have five (5) days to correct such condition.

5. Franchisee denies Company's right to inspect, examine or audit the Franchised Restaurant or the Franchisee's books. Franchisee will have five (5) days to cure such condition.

6. Franchisee fails to submit any financial statement or report when required, or his submission is incorrect or incomplete. Franchisee will have thirty (30) days to correct such condition.

7. Franchisee fails to pay any federal or state income, sales or other taxes due on the Restaurant's operations, unless Franchisee is in good faith contesting liability for such taxes. Franchisee will have five (5) days to correct such condition.

8. Franchisee violates any labor laws. Franchisee shall have fourteen (14) days to cure such condition.

9. Franchisee fails to keep the business open and in normal operation for such hours and days as Company may from time to time specify in the Manual or as Company may otherwise specify or approve in writing. Franchisee will have five (5) days to correct such condition.

10. Franchisee fails to make regular payments to Company or any vendor for any monies due and owing. Franchisee will have ten (10) days to correct such condition.

11. Franchisee fails to begin the repair or restoration of the Franchised Restaurant within ninety (90) days after damage or destruction, and to diligently pursue such repair or restoration to completion within a reasonable time thereafter, or fails to insure the Franchised Restaurant as provided in Section 12. Franchisee will have thirty (30) days to correct such condition.

12. Franchisee fails to maintain the Franchise Restaurant and Premises in good condition and repair or fails to make all improvements determined by Company to be reasonable necessary to reflect the current System standards. Franchisee will have thirty (30) days to correct such condition.

13. Franchisee fails to comply with any other provision of this Agreement or defaults under any other franchise agreement, development agreement, lease agreement, note, or any agreement or account for the purchase of product or services between Company and Franchisee, whether or not pertaining to the premises. Franchisee will have thirty (30) days to correct such condition.

D. If any applicable law or rule requires greater prior notice of termination, the prior notice required by such law or rule will be substituted for the notice requirements specified above.

E. Company's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of Company to terminate this license because of any other occurrence of one or more of the aforesaid events.

F. Upon termination or expiration of this Agreement, Franchisee's right to use the Marks and the System shall terminate. Franchisee shall not thereafter identify himself as a JACK IN THE BOX Franchisee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Franchisee will immediately return to Company all Manuals, together with all other

material containing trade secrets, restaurant operating instructions or business practices of Company.

G. Franchisee grants to Company, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing Company's trade names or Marks at Franchisee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

H. Franchisee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the building as Company may request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Franchisee fails to make such changes, Franchisee hereby consents to Company entering the Premises to make non-structural changes at Franchisee's expense.

I. In the event of termination for any default of Franchisee, any damage suffered by Company shall be a lien in favor of Company against the personal property, machinery, fixtures and equipment owned by Franchisee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of Company that exist under statute, regulation or common law.

## 19. RESTRICTIONS ON OTHER BUSINESS INTERESTS

A. Franchisee shall be responsible for notifying Company in writing of any intention of Franchisee, an Owner or an Operator to participate or engage, directly or indirectly, in any business activity other than JACK IN THE BOX restaurant business activities, at least ninety (90) days before (a) that person becomes a party to any agreement or understanding relating to such activity, or (b) such activity commences, whichever is earlier. Franchisee shall be responsible for providing Company with such information about the activity as Company may reasonably request from time to time, including but not limited to information about products that may be sold as part of that business activity. In the event of a dispute regarding whether Franchisee’s, an Owner’s or an Operator’s participation in a business activity would violate the terms of this Agreement, Franchisee and Company agree to mediate said dispute in accordance with the terms of Section 20C of this Agreement; however, in no event will Company be required to mediate such a dispute if Franchisee has not timely notified Company of the planned participation in the business activity.

B. Franchisee acknowledges that, pursuant to this Agreement, Franchisee, Owners and Operator will receive confidential and trade secret information, including but not limited to promotional, operational, training, sales and marketing methods, techniques, plans and concepts of Company and the System. Franchisee further acknowledges its obligation to develop the franchised business and to promote the interests of the System. Accordingly, Franchisee agrees as follows:

1. Except as otherwise approved by Company in writing, during the term of this Agreement, Franchisee, Owners, and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any restaurant business:

(i) whose format is similar to the format employed by the JACK IN THE BOX System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company may change that format at any time), and

(ii) 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, certain specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time.)

2. Except as otherwise approved by Company in writing, the restrictions set forth in Subsection B.(1) of this Section shall also apply to Franchisee upon the earlier of (a) the expiration or termination of this Agreement, or (b) the assignment of this Agreement by Franchisee, and apply to each Owner and Operator upon the earlier of (a) the expiration or termination of this Agreement, (b) the assignment of this Agreement by Franchisee or (c) when such person ceases to be associated with Franchisee and the Franchised Restaurant; provided, however, that upon those events:

(i) the restrictions shall apply for a continuous uninterrupted period of one year thereafter; and

(ii) the restrictions shall only apply to the following restaurant businesses in existence as of the date of this Agreement:

- any restaurant business that is located within two (2) miles of any then-existing JACK IN THE BOX restaurant;
- any restaurant business that is located at the Franchise Restaurant Premises;
- any restaurant business that is located within two (2) miles of the Premises, whether or not a JACK IN THE BOX restaurant is then being operated on those Premises.

Franchisee acknowledges that, while Company has no obligation to expand the JACK IN THE BOX System, the number of JACK IN THE BOX restaurants and the locations of those restaurants may change over time.

3. The obligations of Franchisee, each Owner and Operator under Subsection B.(2) of this Section commence immediately upon expiration or termination of this Agreement, assignment of this Agreement by Franchisee, or upon the cessation of association of any Owner or Operator, whichever applies. If, at any time during the one-year period referred to in Subsection B.(2), Franchisee, the Owner or the Operator (as the case may be) fails to comply with its obligations under Subsection B.(2) of this Section, that period of noncompliance shall not be included in the one-year period described in Subsection B.(2)(i).

4. If any part of the restrictions in this Section is found to be unreasonable in time or distance by a court or other tribunal having valid jurisdiction, each month of time or mile of distance shall be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court or other tribunal to that deemed reasonable.

5. Franchisee, Owners and Operator may, during the term of this Agreement, own all or a portion of a business other than a JACK IN THE BOX restaurant on the condition that all provisions of this Agreement are met, and:

(i) Franchisee, Owners or Operator do not use or allow others to use any part of the JACK IN THE BOX System in such business;

(ii) such business is not advertised on or from the Franchised Restaurant Premises, and the business does not share and is not combined in any advertisement with the Franchised Restaurant; and

(iii) no business is directed or diverted at any time for any reason by Franchisee or Operator from the Franchised Restaurant to any such business.

6. Company shall have the right, in its sole discretion and without Franchisee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply immediately with the covenant as so reduced.

C. Subsections B.(1) through B.(3) of this Section shall not apply to ownership by Franchisee, Owners, Operator or their spouses of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation that is registered under the Securities Exchange Act of 1934, unless that individual also serves as a director or officer of, or in a management capacity in, such corporation.

D. Franchisee expressly agrees that any claim it may have against Company, whether or not arising from this Agreement, shall not constitute a defense to Company's enforcement of the covenants in this Section.

E. Franchisee acknowledges that its failure to comply with the requirements of this Section will cause Company irreparable injury, and Franchisee hereby accordingly agrees that, in addition to all other legal or equitable rights and remedies that Company

may have under this Agreement or otherwise, Company shall be entitled to seek the entry of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of this Section.

F. Franchisee expressly acknowledges that it possesses business skills and abilities of a general nature, and can exploit such skills and abilities in settings other than the restaurant or food service industries, and that enforcement of the covenants in this Section will not prevent Franchisee from engaging in an entire line of business, using his business skills and abilities, or earning a living.

G. Notwithstanding any other provision of this Agreement, this Section shall be governed by, construed in accordance with, and enforced under the laws of the State of California; provided, however, that if this Section is deemed unenforceable under California law, then it shall be governed by, construed in accordance with, and enforced under the laws of the State in which the Franchised Restaurant is located.

H. Franchisee shall obtain and furnish to Company an undertaking, to the same effect as the undertaking in this Section, from Franchisee's Operator (if Franchisee is not the Operator) and from such of the Owners, spouses of Owners and restaurant managers as Company may designate. The undertakings shall be in writing in a form approved by Company. Company may require Franchisee to furnish the undertakings at any time during the term of this Agreement.

## 20. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all attachments to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

Paragraph captions are used only for convenience, and are in no way to be construed as part of this Agreement, or as a definition limitation or construction of the contents or scope of the paragraph. Words of any gender used in this Agreement shall include every other gender, and words in the singular or plural shall include the other, where the context requires.

B. Non-Waiver

Company and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Company or Franchisee to exercise any right

under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Franchisee with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other Franchisees or licensees of JACK IN THE BOX restaurants; or the acceptance by Company of any payments from Franchisee after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies, which may be granted by law.

C. Non-Binding Mediation

1. Except as provided in Section C.(5), controversies, disputes and claims between Company, its Affiliates, and their shareholders, officers, directors, employees and agents, or any of them, on the one hand, and Franchisee, its Owners, partners, trustees, shareholders, officers, directors and agents, or any of them, on the other hand, arising out of or related to this Agreement, the Franchised Restaurant or the franchised business shall be subject to non-binding mediation pursuant to the terms of this Section C. Except as specified in Section C.(5), no litigation may be commenced between such parties prior to the mediation termination date, as defined in Section C.(4), on any claim which is subject to non-binding mediation hereunder, whether or not the mediation has been commenced. The commencement or pendency of litigation will not stay non-binding mediation required hereunder, and non-binding mediation required hereunder will not stay any litigation commenced in conformity with Section C.(5). Mediation under this Section C. is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to provide the parties with an opportunity to amicably and expeditiously resolve disputes in a cost-effective manner on mutually acceptable terms and conditions.

2. The non-binding mediation provided for hereunder shall be commenced by the party demanding mediation (the "complainant") by giving written notice of the demand for mediation (the "demand") to the party with whom mediation is sought (the "respondent"). The demand shall specify with reasonable particularity the matter or matters on which non-binding mediation is being sought. A copy of the demand shall be given by the complainant simultaneously to Company, if Company is not a complainant or a respondent.

3. Non-binding mediation hereunder shall be conducted in San Diego, California, by a mediator or mediation program designated by Company in writing (the "designation"), or by such mediator as complainant and respondent may otherwise agree to. Company will send the designation to complainant and respondent within a reasonable time after its receipt of the demand.

4. Non-binding mediation hereunder shall be concluded within sixty (60) days of the giving of the demand, or such longer period as may be mutually agreed to in writing by the parties to the mediation (the "mediation termination date"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others,

and shall not be offered or admissible in any other proceeding or legal action whatsoever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator and mediation service.

5. If Franchisee is more than forty-five (45) days past due in any of its payments to Company, or is past due in an amount greater than the prior month's Royalty, whether under this Agreement or any other Agreement or account with Company, then Company shall not be required to seek or to participate in mediation of any matter or dispute under this Section C. (although Company reserves the right to require mediation), and Company shall be free to commence or to pursue litigation at any time. Company shall not be required to seek or to participate in mediation of any matter or dispute relating to the indemnification or insurance provisions of this Agreement (although Company reserves the right to require mediation). Nothing in this Section C. shall prevent any party from instituting or pursuing litigation at any time to preserve the status quo, protect the Proprietary Marks, protect the health or safety of the public, or avoid irreparable harm.

D. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Franchisee is located outside of California, and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Franchisee shall file any suit against Company or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where Company’s principal offices are located at the time suit is filed. Company shall file any suit against Franchisee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company’s principal offices are located at the time suit is filed, or where Franchisee resides, or where the Franchised Restaurant is or was located, or where the claim arose; and Franchisee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. Company and Franchisee irrevocably waive trial by jury and the right to any class action in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Franchisee, or by Franchisee against Company and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.

4. Any and all claims and actions arising out of, or relating to, this Agreement, the relationship of Company and Franchisee, or Franchisee's operation of the Franchised Restaurant, shall be commenced within two (2) years from the occurrence

of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. If Franchisee breaches this Agreement, Company shall be entitled to seek injunctive relief, in addition to such other relief to which it may be entitled in law or equity without posting a bond.

6. Company and Franchisee hereby waive to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

E. Severability

If any material provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Franchisee shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

F. Notices

1. All notices to Company shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, national overnight carrier that provides a receipt, addressed to Different Rules, LLC at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Corporate Secretary, or at such other address or agent of process as Company may from time to time designate in writing.

2. All notices to Franchisee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, email or comparable electronic system, addressed to Franchisee or Operator at the Franchised Restaurant, the Premises or Franchisee's or Operator’s last designated-in-writing mailing address.

3. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by email or comparable electronic system.

G. Franchisee Structure and Liability of Owners

Each Owner of Franchisee is individually bound by this Agreement. At no time shall Franchisee be owned by more than eight (8) persons, as defined in Section 14.D. Each Owner shall be jointly and severally liable to Company for any failure of Franchisee to perform any obligation under this Agreement.

H. Signatures and Modification

This Agreement is not effective unless signed by Company. This Agreement may be signed in counterparts, which, taken together, shall constitute one original document. This Agreement may be modified or amended only in writing, signed by both parties.

I. Continuing Obligations

All obligations of Company and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

J. Cumulative Remedies

The rights of Company and Franchisee hereunder are cumulative, and no exercise or enforcement by Company or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Company or Franchisee of any other right or remedy hereunder to which Company or Franchisee is entitled by law.

K. Attorneys' Fees

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

L. Relationship of the Parties

Franchisee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company. Franchisee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Franchisee's employees. Franchisee shall indicate his independent ownership of the Franchised Restaurant in all public records and on stationery, business forms and checks. Franchisee shall exhibit at the Franchised Restaurant, in such places and in such form as may be designated by Company, a notification that the Franchised Restaurant is independently operated. No fiduciary relationship between the parties exists.

[SIGNATURES ON FOLLOWING PAGE]

DIFFERENT RULES, LLC
a Delaware limited liability company

By: _____
Name: Michael J. Snider
Title: Assistant Secretary
Date: _____

Entity Name,
a LLC/CORP

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

## ATTACHMENT A

FRANCHISE RESTAURANT DESCRIPTION AND INTEGRATED TECHNOLOGY FEE

Franchise Restaurant Description:

Integrated Technology Fee: The following are due and payable from Franchisee to Company pursuant to the Franchise Agreement. ***These fees are subject to adjustment by Company at any time in its sole discretion. In addition, Company reserves the right to add additional categories of fees to Exhibit A at any time in its sole discretion. As a result, the fees to be paid by Franchisee under this Agreement may exceed the amounts stated in this Exhibit A.***

| Description of Fees* | Amount of Fee | Comments / Description |
|---|---|---|
| Monthly Integrated Technology Fee | Currently, $350-$500 but will increase to $500-$675 | For designing, developing, implementing, maintaining, administering, enhancing, innovating, and supporting the Technology Systems and Technology Services. This fee may also include software licensing fees. |
| Per Digital Transaction** Fee | Currently, $0.00 but will increase to $0.25-$0.35 | For designing, developing, implementing, maintaining, administering, enhancing, innovating, and supporting the Technology Systems and Technology Services. |

* All fees are net of any taxes

**A “Digital Transaction” is any order that is commenced or initiated by a customer without direct human involvement by a Restaurant employee or agent. Digital Transactions include, but are not necessarily limited to, orders placed or processed using: websites, mobile apps, third-party delivery platforms, in-Restaurant kiosks, counter-top POS systems when turned to kiosk mode, and similar technology systems that may be developed/implemented in the future.

## ATTACHMENT B

## GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

FRANCHISEE: , a limited liability company/corporation

Date of Franchise Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Franchise Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Franchisee arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Franchisee, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Franchisee or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Company under the Agreement; and

5. the written acknowledgment of Franchisee, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF,** each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

**GUARANTOR(S)**

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

## ATTACHMENT C

## CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

Site No. ####

## CONFIDENTIALITY & NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

This Confidentiality and Non-Competition Agreement ("Agreement") is entered into as of Today's Date between Different Rules, LLC ("Company") and Franchise Operator, Guarantor, and Guarantor ("Owner") (collectively, "Owner").

### Recitals

Company has entered into a Development Agreement and/or Franchise Agreement with Entity Name, a Entity State corporation/limited liability company ("Franchisee") relating to the development and operation of one or more Jack in the Box® restaurants under an operating system created and maintained by the Company (the "System"). Owner is an officer, director, or holder of a beneficial interest of Franchisee, and/or of any corporation directly or indirectly controlling Franchisee. Due to his/her financial interest or other involvement in Franchisee, Owner may have access to information regarding the development and operation of the JACK IN THE BOX® business (including, but not limited to Company's Operating Manual) that is considered by the Parties to be confidential and/or trade secret. Company is willing to provide access to such information under the terms of this Agreement.

Accordingly, Owner agrees as follows:

### 1. CONFIDENTIAL INFORMATION

**1.1.** Owner understands and acknowledges that Company has invested, and continues to invest, considerable sums of money in developing the System. Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other franchisees, it is necessary to protect certain information about the System as confidential.

**1.2.** For purposes of this provision, "Confidential Information" includes product recipes and tests, ingredients used in Company's products, product preparation procedures, customer service measures and techniques, franchise support procedures, supplier relationship and distribution system information, new product development information, the Manual (as defined in Section 2 below), growth plans or strategies, real estate development plans or strategies, restaurant design plans, proposed restaurant sites, equipment, computer systems, business and development plans and strategies, training programs, consumer research results, marketing and advertising strategies and materials, and all other information designated by Company as confidential.

**1.3.** Confidential Information does not include: (a) information, concepts, methods, procedures or techniques that are, or become, generally known in the quick-service and quick-casual restaurant industries in the United States, other than through disclosure by Franchisee or Owner, whether deliberate or inadvertent; (b) the disclosure of Confidential Information in judicial or administrative proceedings to the extent that Franchisee or Owner is legally compelled to disclose such information, provided that Franchisee and/or Owner has afforded Company with the opportunity to obtain an appropriate protect order or other assurance that the information will be treated as confidential; or (c) information that Franchisee or Owner can demonstrate came to its attention prior to disclosure thereof by Company.

**1.4.** Franchisee will be provided with Confidential Information in connection with its development and/or operation of the Franchised Business. Owner agrees that both during the term of this Agreement and thereafter, Franchisee and Owner: (a) will use the Confidential Information only in the operation of the Franchised Business, and not in connection with any other business; (b) will not make copies of, duplicate, record, or otherwise reproduce any Confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the Confidential Information to any person or entity who does not need access to it to operate the Franchised Business; (d) will not use or duplicate Confidential Information for any other restaurant business; or (e) will not use the Confidential Information, or allow it to be used, for the benefit of any third party.

**1.5.** Owner acknowledges and agrees that all Confidential Information is, and will remain, the sole and exclusive proprietary property of Company.

**1.6.** Owner understands and acknowledges that any failure to comply with the requirements of this section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Owner violates or threatens to violate any term of this provision, the Company will be entitled to, in addition to any other remedies and damages available, injunctive or other equitable relief, to restrain the violation of this provision by Owner. Owner agrees to pay all court costs and reasonable attorneys' fees incurred by Company in obtaining specific performance of, or an injunction against violation of, the requirements of this section, in addition to any other claims to which Company may be entitled.

## 2. CONFIDENTIAL OPERATING MANUAL

**2.1.** In order to protect the reputation and goodwill of Company and to maintain high standards of operation under Company’s proprietary marks, Franchisee must conduct its business in accordance with the confidential manual, which may consist of more than one volume (“Manual”). Franchisee will receive one copy of Manual on loan from Company for the term of any Franchise Agreement or Development Agreement between Company and Franchisee.

**2.2.** Owner must at all times treat the Manual, any other manuals created for, or approved for use in, the development or operation of the franchised business, and the

information contained therein, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential, as specified in Section 1 above, including but not limited to keeping the Manual in a secure place on the Restaurant premises (once constructed) at all times.

**2.3.** The Manual will at all times remain the sole property of Company.

**2.4.** Owner understands and acknowledges that Company may, in its sole discretion, modify or replace the Manual or its contents. If there is any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Company at Company's home office will be controlling.

## 3. COVENANTS AND RESTRICTIONS ON OTHER BUSINESS INTERESTS

**3.1.** Franchisee must devote best efforts to the development, management and operation of the Franchised Business.

**3.2.** Owner acknowledges that Franchisee and Owner will receive valuable specialized training and/or confidential information, including without limitation, information regarding the development, operational, sales, promotional and marketing methods and techniques of Company and the System. During the term of any Development Agreement or any Franchise Agreement between Company and Franchisee, except as otherwise approved in writing by Company, Owner may not, either directly or indirectly, for him/herself, or through, on behalf of, or in conjunction with any person, persons, partnership or corporation:

**3.2.1.** Divert or attempt to divert any business or customer of the franchised business to any competitor, by direct or indirect inducement or otherwise; or

**3.2.2.** Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Company's proprietary marks and the System.

**3.3.** During the term of any Development Agreement or any Franchise Agreement between Company and Franchisee, Owner may not either directly or indirectly, for him/herself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation or other entity, own, maintain, operate, engage in, or have any interest in any restaurant business (i) whose format is similar to the format employed by the JACK IN THE BOX System at that time (currently, the JACK IN THE BOX System operates in a quick service format, but Company may change that format at any time, and (ii) where 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time.).

**3.4.** For a continuous period of one (1) year after the expiration or termination of all Development Agreements and Franchise Agreements between Company and Franchisee, regardless of the cause for the termination, Owner may not either directly or

indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in any of the following restaurant businesses in existence as of the date of this Agreement: (i) any restaurant business that is located within two (2) miles of any then existing JACK IN THE BOX® restaurant; (ii) any restaurant business that is located at the Franchise Restaurant Premises; or (iii) any restaurant business that is located within two (2) miles of the Premises, whether or not a JACK IN THE BOX restaurant is then being operated on those Premises.

**3.5.** Subsections 3.3 and 3.4 above do not apply to ownership by Owner of less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly held corporation.

**3.6.** The parties agree that each of the foregoing non-competition covenants are independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 3 is found unreasonable or unenforceable by a court or agency having valid jurisdiction, Owner expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

**3.7.** Company has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without Owner's consent, effective immediately upon receipt by Owner of written notice thereof. Owner agrees that it will comply forthwith with any covenant as so modified, and that the covenant will be fully enforceable, notwithstanding the provisions of Subsection 3.4 of this Agreement.

**3.8.** Owner expressly agrees that the existence of any claims he/she may have against Company, whether or not arising from this Agreement, will not constitute a defense to Company's enforcement of the covenants in this Section 3. Owner agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Company in connection with the enforcement of this Section 3.

**3.9.** Owner acknowledges and agrees that his/her violation of the terms of this Section 3 would result in irreparable injury to Company for which no adequate remedy at law may be available. Owner acknowledges and agrees that Company may obtain an injunction prohibiting any conduct by Owner in violation of the terms of this Section 3.

## 4. MISCELLANEOUS PROVISIONS

**4.1. No Waivers.** No delay, omission or forbearance on the part of Company to exercise any right, option, duty or power constitutes a waiver by Company to enforce any such right, option, duty or power against Owner; nor does any such delay, omission, or forbearance constitute a waiver of any subsequent breach or default by Owner.

**4.2. Notices.** Any and all notices required or permitted under this Agreement must be made in writing, and must be personally delivered or mailed by certified or

registered mail, return receipt requested, or delivered by national overnight carrier, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

| | |
|---|---|
| Notices to Company: | Different Rules, LLC<br>9357 Spectrum Center Blvd<br>San Diego, CA 92123<br>Attention: Legal Transactions Dept.<br>Re: Site No. #### |
| With a copy to: | Different Rules, LLC<br>9357 Spectrum Center Blvd<br>San Diego, CA 92123<br>Attention: Corporate Counsel |
| Notices to Owner: | Entity Name<br>c/o Franchise Operator<br>Entity Address<br>Entity Address |

Any notice by certified or registered mail will be deemed to have been given at the earlier of the (i) date and time of receipt, or (ii) the third business day after being deposited in the U.S. Mail. Any notice delivered by overnight carrier will be deemed to have been delivered on the first business day after being deposited with the carrier.

**4.3. Modification.** No amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and signed by their authorized officers or agents in writing.

**4.4. Severability and Construction.** Except as expressly provided to the contrary in this Agreement, each portion, section, part, term and/or provision of this Agreement is severable. If for any reason a court or agency having valid jurisdiction, determines any section, part, term and/or provision of this Agreement is invalid and contrary to, or in conflict with, any existing or future law or regulation, that decision will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement that remain intelligible. The latter will continue to be given full force and effect and bind the parties, and the invalid portions, sections, parts, terms and/or provisions will be deemed not to be a part of this Agreement.

This Agreement may be signed in one or more counterparts, all of which when taken together constitute one original document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

By: _____ Date: _____
Name: Franchise Operator, individually

By: _____ Date: _____
Name: Guarantor, individually

By: _____ Date: _____
Name: Guarantor, individually

By: _____ Date: _____
Name: Guarantor, individually

DIFFERENT RULES, LLC,
a Delaware limited liability company

By: _____
Name: Michael J. Snider
Title: Assistant Secretary
Date: _____

## ATTACHMENT D

## AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM

## AMENDMENT
## TO
## FRANCHISE AGREEMENT
## AND GENERAL RELEASE

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), and ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____. Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

Company has created a Development Incentive program to encourage expansion of the Jack in the Box® franchised system. Company is willing to offer the Development Incentive under the terms and conditions set forth in this Amendment to franchisees who have committed to open a minimum of 3 (three) new restaurants pursuant to a development agreement dated _____ ("Development Agreement").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Franchise Agreement is amended to add the following new section after section 8.A.1:

> *8.A.1.a. Notwithstanding anything in Section 8.A.1. to the contrary, Franchisee has received an interest-free loan from Company or one of its affiliates in the amount of $150,000.00, pursuant to the terms of the Promissory Note as shown in Attachment C of Franchisee's Development Agreement date_____, 20__ ("Note"); and Franchisee has agreed, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.]*

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may

now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by Company from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

**"1542 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

The release provided in this Section 2 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

4. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

5. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

## ATTACHMENT E

## AMENDMENT TO FRANCHISE AGREEMENT FOR SELECT MARKET INCENTIVE PROGRAM

## AMENDMENT
## TO
## FRANCHISE AGREEMENT
## AND GENERAL RELEASE

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), and [ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____ ("Restaurant"). Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

Company has created a Select Market Incentive program to encourage expansion of the Jack in the Box® franchised system. Company is willing to offer the Select Market Incentive under the terms and conditions set forth in this Amendment to franchisees who have, pursuant to a Multi-Unit Development Agreement with Company, committed to open at least three (3) new restaurants in a market that has been determined by Company, in Company's sole discretion, to meet criteria for under penetrated markets that may have operational and other costs that are higher than average for other franchisees ("Select Market"). Company may in its sole discretion modify the determination of such Select Markets at any time.

Company has determined that the Restaurant is eligible for the Select Market Incentive.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 8.A.1 of the Agreement is hereby amended to provide that:

    a. For Gross Sales at the Franchised Restaurant for the period beginning [DATE OF FRANCHISE AGREEMENT], and continuing until [YEAR 5], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales;

    b. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 5], and continuing for the remainder of the term of the Franchise Agreement, the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by Company from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

**"1542 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

The release provided in this Section 2 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

4. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

5. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

# EXHIBIT F-2

# NONTRADITIONAL LICENSE AGREEMENT

**JACK IN THE BOX**

**NONTRADITIONAL LICENSE AGREEMENT**

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ATTACHMENT A - FRANCHISE RESTAURANT INFORMATION AND INTEGRATED TECHNOLOGY FEE

ATTACHMENT B - GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

Site No. __

# LICENSE AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company"); and _____, a [jurisdiction] [type of entity], with its principal place of business at _____ Licensee").

## RECITALS

Company is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with JACK IN THE BOX restaurants (the "Marks").

Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for JACK IN THE BOX restaurants including distinctive designs, interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

Company operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Licensee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which Company uses and makes available to its Licensees, in the operation of a JACK IN THE BOX restaurant in a nontraditional location. (The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways,

speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens.)

Licensee has submitted written information to Company in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, together with any material changes therein, and it is understood that Company is relying on all such information in granting this franchise.

In consideration of the foregoing, the fees and other sums payable by Licensee and of the mutual covenants contained in this Agreement, the parties agree as follows:

## 1. LICENSE: SCOPE AND TERM

Company grants to Licensee a limited nonexclusive license, subject to the terms and conditions hereof, for the term of this Agreement to use the System and the Marks, and such other Marks as Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Licensed Restaurant") at _____, more fully described in Attachment A hereto ("the Premises"), and at that location only. Licensee may not relocate the Licensed Restaurant. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Licensed Restaurant.

If the Licensed Restaurant is located within a larger building at the Premises ("Facility"), the Licensed Restaurant occupies the physical area of the Facility (comprising the Licensed Restaurant, whether a food-court, in-line application, stand-alone restaurant or other location, and any dedicated back of the house area), as indicated on the floor plan attached to Attachment A). If the Licensed Restaurant serves a limited menu (as indicated in attached Attachment A and as determined by Company in its discretion), Licensee may offer for sale and sell at the Premises only those menu items specified in Attachment A.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. If Licensee fails for any reason to commence operation of the Licensed Restaurant within six (6) months of the date of this Agreement, or if Licensee ceases to have the right to operate the Licensed Restaurant at the location set forth in Attachment A for any reason (including, without limitation, the expiration or termination of the Lease for the Premises or foodservice contract for the Premises), the license granted hereunder shall immediately cease. Licensee accepts this license with the understanding that this Agreement is not renewable, and that Company makes no assurance of the granting of a new license at expiration. This license is non-exclusive, is for the Premises only, and does not in any way grant to or confer upon Licensee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory. Company

retains the right and is expressly permitted to engage in the wholesale and retail production, distribution and sale of products, including food products of any kind, (i) under the JACK IN THE BOX trademark or other trademarks, (ii) through Company-operated restaurants, Licensed Restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Licensee's restaurant. Company may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Licensee any rights therein. Unless Franchisee obtains prior written approval from Company, Licensee must continuously operate the Licensed Restaurant for the entire term noted.

## 2. FRANCHISE FEE

In consideration of the granting of this license, Licensee shall pay to Company, on or before the execution of this Agreement, the sum of twenty-five thousand dollars ($25,000) (“Franchise Fee”). The Franchise Fee is fully earned by Company upon the execution and delivery of this Agreement. The Franchise Fee is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Franchise Fee. The Franchise Fee is not refundable.

## 3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Licensee leases the Premises from a third party, Licensee must employ its best efforts to use Company’s standard form lease or lease addendum. Regardless of whether Company’s standard form is used, all third-party leases must include the following terms and conditions:

1. The Premises must be used only for the operation of the Licensed Restaurant;

2. The landlord consents to the Licensee’s use of such Marks and signage as Company may reasonably require;

3. The Licensee may not sublease or assign all or any part of its occupancy rights, or extend the term of, or renew, the lease without Company’s prior written consent;

4. Licensee must use its best efforts to require that Licensee’s landlord copy Company on any notices to Licensee that are related to Licensee’s performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Licensee agrees to copy Company on Licensee’s responses to such notices;

5. Company has the right to enter the Premises (a) during the term of this Agreement to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement and (b) after the expiration or termination of this Agreement to de-identify the Premises if Licensee fails or refuses to do so;

6. If Licensee is in default under the lease or if this Agreement is terminated, Company will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

7. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Licensed Restaurant is located; and

8. The lease shall require that the landlord deliver to Licensee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Licensee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Licensee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

You will not be permitted to open the Licensed Restaurant for business unless Company's standard lease rider is used or the lease is otherwise approved by Company in writing. Company's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

## 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE

Licensee represents, warrants and covenants as follows:

A. Licensee has delivered to Company a Certification of Entity Structure and Operation, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Licensee, if Licensee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to Company. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Licensee.

B. Licensee represents and warrants that all Owners (as defined in this Section) have executed, simultaneously with Licensee's execution of this Agreement, the form of Guaranty and Assumption of Licensee's Obligations (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Licensee.

C. Licensee must designate an individual as the operator ("Operator") of the Licensed Restaurant. The Operator must be approved by Company, in writing. Company may communicate with and give notice to Licensee through the Operator.

D. During the term of this Agreement, Licensee and Operator shall have full responsibility to ensure that the Licensed Restaurant is being operated in accordance with the terms of this Agreement and the standards as specified in the Manuals. Licensee or Operator shall utilize best and continuing efforts to promote and develop the business at the Licensed Restaurant.

E. Licensee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company; and no fiduciary relationship between the parties exists. Licensee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Licensee's employees.

F. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Licensee. Licensee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Licensed Restaurant and the Premises. Licensee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Licensee shall in no event permit a tax sale or seizure of the Licensed Restaurant, the Premises, or any equipment.

## 5. STANDARDS OF OPERATION

Licensee shall adhere to the System. Licensee shall meet all the standards and specifications, and follow the procedures communicated in writing by Company to Licensee.

A. The Manuals

The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by Company from time to time (collectively, “Manuals”), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company for the operation of a JACK IN THE BOX restaurant by Licensee. Licensee acknowledges receipt of the Manuals (in hardcopy, electronic copy or online) on loan for the term of this Agreement. Licensee shall strictly adhere to these standards, specifications and procedures. The Manuals shall be kept at the Licensed Restaurant at all times. Licensee agrees to accept and comply with any changes, modifications, revisions and additions made by Company, in its sole discretion, to the menu and other elements of the System standards, specifications and procedures.

The material contained in the Manuals consists of confidential trade secrets of Company, and Company is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Licensee only in connection with the operation of the Licensed Restaurant and other licensed JACK IN THE BOX restaurants.

B. Construction and Maintenance of the Premises

The Premises shall be constructed, maintained and improved only as authorized and approved in writing by Company, and in conformity with all applicable laws and ordinances. The appearance and the condition of the Premises shall not be altered thereafter, except as may be approved in writing by Company. The Premises shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company's specifications. Licensee shall maintain the Premises in good condition and in conformity with the System, and shall make any improvements and alterations to the Premises as may be determined by Company to be necessary. Licensee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time as specified by Company. Licensee shall maintain the Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law and any modification to the Premises required by such laws, shall be approved in advance by Company and shall be made at Licensee's expense.

If Licensee leases the Premises, Licensee agrees that whenever it receives from its landlord any notice or other material document relating to Licensee's performance under the lease for the Premises including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Licensee will promptly forward a copy of that document to Company in accordance with the notice provisions of this Agreement.

C. Signs

Licensee shall display the Marks only in the manner authorized by Company. Licensee shall maintain and display signs (including menu panels, posters or similar items) ("Signs") as required by Company from time to time. Company requests for signage changes or upgrades may be as required from time to time to comply with Company requirements. Licensee shall display or use Signs only at the Premises or as otherwise permitted by Company for directional or similar uses for the Licensed Restaurant or Licensee's corporate offices. Licensee shall not place additional signs, menu panels, posters or similar items on the Premises. Licensee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by Company, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Licensee shall use only equipment approved by Company in the Licensed Restaurant. Licensee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, and shall replace equipment as necessary. Company requests for equipment changes or upgrades may be as required from time to time to comply with Company requirements. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in

writing in advance by Company. If Company should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Licensee shall promptly obtain and install such new equipment within the reasonable time specified by Company. Upon notification that any equipment, furnishings or supplies do not meet Company specifications or standards, Licensee shall immediately cease and desist from using same.

E. Technology Systems, Technology Services and Platforms

Licensee agrees to purchase or lease, install and maintain, at Licensee's sole expense, such data processing equipment, computer hardware and software, required dedicated telephone and power lines, high speed and wireless Internet connections (when and where available), modems, printers, mobile app-related equipment, digital menu boards, communications devices, audio/visual equipment and software systems, technology services and platforms and other computer-related accessory or peripheral equipment as required by Company (collectively "Technology System") and as necessary to permit Company to receive from Licensee, within the time periods required by this Agreement or as otherwise required by Company, that information and in that format/media as reasonably specified by Company.

Licensee must use any current or future technology services and platforms or related products (including backoffice solutions (such as inventory and workforce management), email or other communications, support or security services, point of sale systems, loyalty programs and online or mobile apps, online ordering, website, portals or cloud based services, menu management, software or hardware) provided by, paid for by, or designated by Company and could include access to an intranet, website hosting, and access to cloud-based data and storage communication system (collectively "Technology Services") required by company. Company may change, modify, discontinue or otherwise update the required Technology Services. For menu management, Licensee agrees that components will be installed in the point of sale system, which Company shall have access to in order to update (at its discretion) menu items, menu pricing, promotions, coupon discounts, product descriptions, recipes, ingredients, preparation updates and other data; in accordance with Company's requirements for input from Licensee. Licensee is solely responsible for updating tax rate information for the pricing; Licensee must provide any updated tax rate information to Company. Licensee may request non-standard menu pricing in accordance with Company's requirements.

The Technology System and Technology Services must be purchased, at Licensee's sole expense, from, installed by, and maintained by vendors approved by Company. Licensee must sign and comply with any agreements (which may include software license agreements), terms and conditions or other terms of use for the Technology System and Technology Services, which may be with Company or a third party provider. Company may require Licensee to remove or cease using any Technology System or Technology Services and/or other system and/or service not specified or otherwise approved by Company. The most current terms and conditions for the Technology System and Technology Services will be specified in the Manuals.

Licensee shall provide such assistance as may be required to connect its Technology System and any other systems with the Technology System used by Company or other licensees or franchisees. Company shall have the right, on an occasional or regular basis, to retrieve any data and information from Licensee's Technology System as Company, in its sole and exclusive discretion, deems necessary or desirable. In view of the interconnection of technology systems and the necessity that such systems be compatible with each other, Licensee expressly agrees that it will strictly comply with Company's standards and specifications for all items associated with the Technology System, and will otherwise operate its Technology System in accordance with Company's standards and specifications. Licensee agrees to be bound by all terms and conditions for use of the Technology System and the Technology Services Company requires from time to time.

To ensure full operational efficiency of the Technology System and Technology Services, Licensee shall, at its expense, keep the Technology System and Technology Services in good maintenance and repair, and, at its expense (and following Company's determination that it will be economical or otherwise beneficial to the System) promptly install such additions, changes, modifications, substitutions and/or replacements to the Technology System or the Technology Services as Company directs.

In addition, Licensee shall comply with Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

Company may authorize Licensee to self-maintain and support certain components of the Technology System and/or Technology Services as they pertain to Licensee's Restaurant and operations in Company's discretion and in accordance with any conditions required by Company. Any requirements for becoming a self-maintainer for any components of the Technology System and/or Technology Services will be specified in the Manuals.

F. Ingredients, Materials and Supplies

Licensee shall purchase from such sources as shall be approved by Company (of which Company or a subsidiary, parent, or other related entity ("Affiliate") may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Licensed Restaurant, as shall be specified in the Manuals or otherwise prescribed by Company in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. If Licensee desires Company to consider any alternative or additional sources of such ingredients, materials or supplies, Licensee shall submit to Company such information and samples as Company requests. At Licensee's expense, Company will evaluate such alternative or additional source in accordance with its standards, and shall notify Licensee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Licensee.

G. Menu, Service, Health and Cleanliness

Licensee shall at all times offer for sale all of and only food and beverage products identified in Attachment A, which Company may modify from time to time by providing written notice to Licensee. Licensee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics for the menu items served, and standards of health, cleanliness and sanitation which are contained in the Manuals, or are otherwise prescribed by Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company specifications or standards, Licensee shall immediately cease and desist from using same.

Licensee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that Company may require that Licensee use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system, or guidelines, and Company may set maximum prices on products and services to the extent permitted by law. If Company imposes a maximum price on a particular item, Licensee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company may also require that certain products or services that are supplementary to the main products and services provided at Licensed Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by Company or its authorized representative shows that the Licensed Restaurant is not in substantial compliance with any System standard relating to food safety, Licensee shall reimburse Company for the reasonable cost of a re-audit. Additionally, if Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, Company may, in its sole discretion, exercise its rights under Section 15.B. ("Termination") or any lesser right, such as directing a temporary closure of the Licensed Restaurant until the situation can be corrected.

H. Hours of Operation

Company and Licensee will agree to the hours of operation for the Licensed Restaurant and those hours will be set forth in Attachment A ("Opening Policy"). Notwithstanding the foregoing, Licensee will not be required to operate the Licensed Restaurant when the adjacent businesses at the Facility are not operating, provided that Licensee must provide Company written notice of the modified hours of operation. If the Facility imposes any restrictions on the hours of operation for the Licensed Restaurant, Licensee shall provide Company written notice of such restrictions for approval by Company.

I. Personnel of the Licensed Restaurant

Licensee shall hire all employees of the Licensed Restaurant, and be fully responsible for the terms of their employment. Licensee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of Company and the System and, while on duty, comply with the personal appearance and hygiene standards set forth in the Manual.

J. Compliance with Laws

Licensee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations.

K. Advertising and Promotion

Licensee shall, at all times throughout the term of this Agreement, use reasonable efforts to advance the reputation of Jack in the Box Restaurants and the products sold under the Marks and to develop awareness of Jack in the Box Restaurants among consumers in order to increase the goodwill of the Marks and the System. Prior to use, Licensee must submit all advertising materials or any other materials that use or display the Marks to Company for approval, which approval shall not be unreasonably withheld.

L. Access to Premises

Company or its authorized representative shall have the right at any reasonable time, without prior notification to Licensee, to enter the Licensed Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Licensed Restaurant and its operation and the Premises during such periods as Company may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies without payment to Licensee, (c) interview personnel at the Licensed Restaurant, and (d) interview customers and prospective customers of the Licensed Restaurant, (e) conduct various surveys. Licensee agrees to cooperate fully with Company in connection with any such entries and activities. If Licensee's contract with the Facility restricts Company's access to the Facility, any inspection by Company will be in accordance with the Facility's policies and Licensee must undertake all reasonable efforts to facilitate Company's ability to conduct inspections at the Licensed Restaurant.

M. Participation in Tests

From time to time, Company may require Licensee to participate in tests of new products, equipment, services and procedures at the Licensed Restaurant. Company may require Licensee to use specific product pricing during the test period. Licensee is responsible for any soft costs associated with the testing, such as wages payable during training.

N. Delivery and Catering

Licensee may be required to offer delivery and catering services for all food and beverage products from the Licensed Restaurant in accordance with Company's delivery and catering standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

O. Proposed System Modification

Licensee may submit proposals for new or improved products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals. If any proposal by Licensee is adopted by Company and becomes part of the System, Licensee acknowledges that Company is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire, (or to the extent the work may not be deemed a “work make for hire” under applicable law, Licensee hereby irrevocably assigns to Company, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and there are no restrictions on use, and no compensation shall be due to Licensee. Licensee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

P. Integrated Technology Fee

Licensee shall pay to Company the technology fee (“Integrated Technology Fee”) Company specifies from time to time. The current amounts for the Integrated Technology Fee (and technology related services that such fee may cover) are stated in Exhibit A to this Agreement. The Integrated Technology Fee and the technology related services stated in Exhibit A are subject to Company’s right to increase or otherwise modify the amount due and any services provided at any time, upon 30 days’ notice to Licensee. The Integrated Technology Fee must be paid to Company as and when required by Company. In addition to the Integrated Technology Fee paid to Company, if Technology Services are provided by any third party that has been approved by Company, Licensee shall pay all amounts due to such third party for such Services.

## 6. TRAINING

Prior to the opening of the Licensed Restaurant, the Operator and one restaurant manager for the Licensed Restaurant shall have completed Company's Certified Franchise Restaurant Manager Training Program in San Diego, California or such other location as may be designated by Company. After successful completion of such training program, the designated manager shall be deemed a “Certified Franchise Restaurant Manager.” During the term of the franchise, the Operator and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by Company. If further training is required, the Licensee

shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator) and the individual restaurant manager, along with any retraining fee the Company may adopt from time to time, in its sole discretion, in the Manuals.

Licensee shall conduct additional training for Licensee's employees as necessary to ensure that all Standards are consistently satisfied.

## 7. ROYALTY FEE AND MARKETING FEE

A. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Licensee agrees to pay to Company during the term of this Agreement, a royalty of five percent (5%) of Licensee's Gross Sales. In the event of a closure of the Licensed Restaurant exceeding fourteen (14) days in any month due to: (i) damage or destruction of the Premises or other casualty loss, or (ii) any other closure of the Licensed Restaurant that has not been expressly authorized by Company, the royalty shall be percent ( %) of the monthly Gross Sales that the Licensed Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Licensed Restaurant was not in operation at least twelve (12) complete months, the royalty will be percent ( %) of the average Gross Sales over the total complete months that the Licensed Restaurant was in continuous operation. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon Company due to the collection of the Royalty, and shall be paid weekly on each Friday for the preceding week (weekly periods to be determined by Company).

B. Marketing Fee

Licensee must pay to Company a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is one percent (1%) of Gross Sales. Company, in its sole discretion, has the right to increase or decrease the Marketing Fee percentage not to exceed five percent (5%) of Gross Sales. Company will spend the Marketing Fee for any purpose that Company in its sole discretion determines will support, promote, market or advertise the System or JACK IN THE BOX restaurants. Licensee acknowledges that the Licensed Restaurant may not benefit directly from the expenditures made by Company.

C. Gross Sales Defined

The term "Gross Sales" shall mean all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines or similar sources of revenue, and all other income of every kind and nature related to the Licensed Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. The term Gross Sales does not include the following: (1) any bona fide, documented federal, state or municipal sales taxes collected by you from customers and

paid by you to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the sale of furnishing, fixtures, equipment and supplies used in the Franchised Restaurant; (4) the discounted value of payments made by coupon, or other promotional discounts, approved by the Company; (5) the amounts of employee meal discounts; or (6) any other items that Company may expressly permit in writing to be excluded from Gross Sales, such as certain sales benefiting charity.

D. Interest

Any payment due from Licensee to Company that is not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by Company for Licensees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to Company through a pre-authorized payment system (which authorizes Company to debit and credit Licensee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by Company. Upon request, Licensee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Licensee must ensure that funds are available in Licensee's bank accounts to cover the debits. Notwithstanding any designation by Licensee, Company shall have sole discretion to apply any payments by Licensee to any past due indebtedness of Licensee due to Company or its Affiliates.

By no later than 10:00 a.m. Central Time each Friday, Licensee must submit, by electronic data transfer, computerized polling, or such other method as Licensor specifies, a report of the Gross Sales of the preceding week, and any other information Licensor may require. Licensee must allow Licensor to remotely access Licensee's computerized accounting systems, in Licensor's reasonable discretion, for such reporting purposes.

By no later than 10 a.m. Central Time on each Sunday, Company will transfer from the Licensed Restaurant's commercial bank operating account ("Account") the Royalty Fee and Marketing Fee for the week ending twelve (12) days earlier, in an amount determined based upon the Gross Sales report or determined by Company based on the records contained in the cash registers/computer terminals of the Licensed Restaurant. Each payment shall be made payable to Company or Company's designee.

F. No Offset

Licensee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, interest charges or any other monies payable by Licensee under this Agreement on grounds of any alleged non-performance by Company of any of its obligations or for any other reason. Licensee shall pay to Company on demand any and all costs and expenses incurred by Company in collecting any monies owed to Licensee to Company. In addition, to the extent permitted by law, Licensee hereby waives the rights, statutory or otherwise

and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason.

## 8. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Computer Systems

Except as specifically permitted by the Licensor, Licensee must use certain brands, types, makes and models of communications and computer systems (including hardware and software) that Licensor may specify or require from time to time. This includes but is not limited to, a computerized point-of-sale system and a computer system for record keeping and other business functions. Licensor's development and modification of specifications for such systems may require Licensee to purchase, lease and/or license new or modified point-of-sale systems, computer hardware and software and to obtain service and support for such systems, hardware and software during the term of this Agreement.

B. Recordkeeping

Licensee shall keep and maintain complete and accurate books and records, using generally accepted accounting principles and in accordance with any procedures specified by Company in writing. Licensee shall keep complete records of the franchised business and for any Affiliate of Licensee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years.

C. Reports

At Company's request, Licensee shall, at its expense, provide to Company a profit and loss statement and balance sheet for the Licensed Restaurant within 90 days after the end of each of Licensee's fiscal year to be signed by Licensee or by Licensee's treasurer or chief financial officer attesting that the financial statements present fairly the results of operations of the Licensed Restaurant during the period covered. Company shall have the right, in its reasonable discretion, to require that Licensee submit audited statements for any fiscal year. Licensee shall submit to Company, for review or auditing, such other forms, reports, records, information and data regarding the Licensed Restaurant as Company may reasonably designate, in the form and at the times and places reasonably required by Company and as specified from time to time in the Manual or otherwise in writing.

D. Taxes

Licensee will pay to Company all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by Company, on account of goods or services furnished to Licensee through sale, lease or otherwise, or on account of collection by Company of, including but not limited to, the Franchise Fee or Royalty. Licensee will pay such taxes upon demand and in the manner designated by Company.

E. Audits

Company has the right at any time during business hours without prior notification to Licensee, to inspect and audit, or cause to be inspected and audited, at Company's expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspections or audits will be conducted at the location where the business records are customarily maintained or at Company's discretion, transmitted to the Company in digital or hardcopy format as the Company may require. If an inspection or audit discloses an understatement of Gross, Licensee shall pay to Company within fifteen (15) days after receipt of the inspection or audit report, the Royalties, Marketing Fees and any other amounts due on such understatement plus interest. If any inspection or audit discloses an understatement of Gross Sales for the period of the audit greater than 1%, Licensee also shall promptly reimburse Company for the reasonable cost of the audit or inspection.

## 9. CONFIDENTIAL INFORMATION

Licensee understands and acknowledges that **(1)** Company has invested, and continues to invest, considerable sums of money in developing the System; **(2)** Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other JACK IN THE BOX Licensees, it is necessary to protect certain information about the System as confidential; **(3)** Licensee will be provided with confidential Information in connection with its operation of the Licensed Restaurant; **(4)** Licensee has no right to disclose any part of the System to anyone who is not an employee of Licensee; **(5)** Licensee will disclose to its employees only those parts of the System that an employee needs to know; and **(6)** Licensee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition for which Company would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Licensee agrees that it may collect data and information from customers and potential customers in connection with the Licensed Restaurant, ("Customer Data"). Customer Data is deemed to be owned exclusively by Company, and Licensee also agrees to provide the Customer Data to Company or delete Customer Data at any time that Company requests. Licensee has the right to use Customer Data while this Agreement or a successor or renewal License Agreement is in effect, but only in connection with operating the Licensed Restaurant and only in accordance with the policies that Company establishes from time to time. Licensee may not sell, transfer, or use Customer Data for any purpose other than operating the Licensed Restaurant and marketing "Company brand" products and services. However, if Licensee Transfers or assigns the License (as provided in Section 14 below), as part of the Transfer, Licensee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the License. Licensee must secure from its vendors, customers, prospective customers, and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to Company and its affiliates and for Company and its affiliates to use that Customer Data in the manner that this Agreement contemplates. Company in its sole discretion may require any

Owners to sign a commercially reasonable Confidentiality and Non-Competition Agreement.

Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that Company or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement. Licensee agrees that both during the term of this Agreement and thereafter, Licensee (a) will use the confidential Information only in the operation of the Licensed Restaurant, and not in any connection with any other business; (b) will not make copies of any confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the confidential Information to any person or entity who does not need access to it to operate the Licensed Restaurant; and (e) will not use the confidential Information, or allow it to be used, for the benefit of any third party.

Licensee agrees that it may collect, receive, or otherwise process Personal Information, as a result of agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement. For purposes of this Agreement, "Personal Information" means any information that is received from Company, or collected on Company's behalf, that alone or in combination with other data or information, identifies, relates to, describes, is capable of being associated with, or is linked or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or household. Personal information includes all information or data defined by any of the Privacy Laws as constituting "personal data," "personal information" "protected health information," "individually identifiable information," "personally identifiable information," or any substantially similar term.

a. Licensee agrees to abide by all applicable laws and regulations pertaining to the processing, privacy, security, or protection of consumer, employee, transactional and Personal Information, including all laws and regulations regarding unauthorized access to or disclosure of Personal Information ("Privacy Laws").

b. Licensee agrees to comply with Company's standards and policies pertaining to Privacy Laws. If there is a conflict between Company's standards and policies pertaining to Privacy Laws and actual applicable law, Licensee shall: (i) comply with the requirements of applicable law; (ii) immediately give Company written notice of said conflict; and (iii) promptly and fully cooperate with Company and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law.

c. Licensee agrees not to publish, disseminate, implement, revise, or rescind any policy, rule, notice or other disclosure that describes the processing of Personal Information from or about individuals (including all such documents labeled as a "Privacy Policy," "Privacy Notice" or any equivalent) without Company's prior written consent.

d. With regard to Personal Information that Licensee may collect, receive, or otherwise process as a result of any agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement, Licensee agrees that Company is the sole owner and controller of the Personal Information and that Licensee is a service-provider or processor for such information.

e. With regard to Personal Information that Licensee may collect, receive, or otherwise process as a result of any agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement, Licensee agrees and certifies that it will:

i. Process Personal Information only for the limited and specified purposes of providing services requested by Company, including operating the Restaurant, or as otherwise expressly permitted by Privacy Laws.

ii. Notify Company, and provide Company with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor.

iii. Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to contractually agree to provisions materially similar to those found within this Section 10.I and to comply with all Privacy Laws.

iv. Cooperate and assist Company with responding to any request from an individual to exercise their rights under any Privacy Laws, including their right to access, delete, correct, or limit the processing of Personal Information.

v. Notify Company immediately if it believes that it can no longer meet the obligations of this Section 10.I.

vi. Implement and maintain reasonable and appropriate security procedures and practices designed to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. These procedures and practices must provide the same level of privacy protection as required of Company under any applicable Privacy Laws.

vii. Notify Company immediately after becoming aware of any actual or reasonably suspected loss, unauthorized, or unlawful processing, destruction, damage, alteration, or unauthorized disclosure of, or access to, the Personal Information (a “Security Breach”), and cooperate with Company in the event of a Security Breach, including by sharing all information relevant to the Security Breach that is requested by Company.

viii. Allow and contribute to reasonable audits by Company, including inspections by the Company or its auditor, to verify Licensee’s compliance with data processing and security obligations and applicable data protection statutes and regulations.

f. Licensee further agrees and certifies that it will not:

i. Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business, person, or a third party for monetary or other valuable consideration.

ii. Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Company, including operating the Restaurant, pursuant to any agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement. For clarity, Licensee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Licensee and Company.

iii. Combine the Personal Information that it receives from Company with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Company or required to do so by law.

iv. Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

v. Licensee further agrees that Company may, upon notice to Licensee, take reasonable and appropriate steps, as solely determined by Company, to stop and remediate Licensee's unauthorized use, disclosure, or processing of Personal Information or any breach of this Section 10.I, including requiring Licensee to provide documentation that verifies that it no longer retains or uses the Personal Information that Company has instructed it to delete.

This Section 9 will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Licensee and Company (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 10.I controls in the event of a conflict with such terms.

## 10. OWNERSHIP OF INTELLECTUAL PROPERTY

Licensee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in Company, and that any use thereof by Licensee shall inure to the benefit of Company. Licensee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Licensee agrees not to contest, directly or indirectly, the validity of Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company's sole right to register, use or license others to use the same. Licensee agrees that all information loaned, or otherwise made available to Licensee, and all disclosures made to Licensee and not to the general public, by or at the direction of Company at any time before or during the term of this Agreement, including, but not limited to, the Manuals,

specifications, and any modifications or amendments thereto, in their entirety are trade secrets of Company for purposes of this Agreement, and shall be kept confidential and used by Licensee only in the operation of the Licensed Restaurant.

If it becomes advisable at any time in Company's sole discretion to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Licensee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Licensee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair Company's right, title or interest in the Marks or System. Except as provided herein, Company shall not be required to participate in the defense of and/or to indemnify Licensee for damages or expenses incurred by Licensee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Licensee shall not institute any legal action or any other kind of proceeding based upon the Marks without Company's prior written approval.

Licensee shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Licensee's use of any of the Marks or the System, and Company shall have the sole discretion to take such action, if any, it deems appropriate. Company may control any administrative proceedings or litigation affecting the Marks or the System. Licensee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by Company. Company shall bear the legal expenses incident to Licensee's participation in such action, except for the cost of Licensee's personal legal counsel if Licensee elects to be represented by counsel of his own choosing.

In the adoption of a corporate or partnership name, Licensee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by Company to be confusingly similar to the Marks.

Licensee is not permitted to establish any online presence including websites, social media venues, or domain names which in any way shape or form incorporate the JACK IN THE BOX marks, name, initials or indicia into his web address. Licensee is not permitted to establish any online presence including websites or domain names linking to the JACK IN THE BOX site without the prior written permission of Company.

## 11. INSURANCE

During the term of this Agreement, Licensee shall obtain and maintain in full force and effect, at his own expense, such insurance coverages as may be required of Licensees by Company in writing. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. The current insurance requirements are listed in this Section; provided that Company may update or modify the insurance requirements in the

Manuals, may provide changed or modified insurance requirements in any lease agreement between Company (or its Affiliates) and Licensee, or may otherwise change or modify insurance requirements in writing, at its sole discretion. Requirements as of the date hereof are:

Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a “per occurrence” policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Licensee under Section 12 of this Agreement. The limit requirements can be satisfied by a combination of primary limited and umbrella/excess liability limits.

Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other insurance as may be required by the state or locality in which the Licensed Restaurant is operated.

“All Risk” property insurance covering: (a) the Premises (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Licensed Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months’ fixed minimum rent.

Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction, when Licensee is building, renovating, refurbishing or remodeling the Licensed Restaurant.

Cyber Liability insurance with a limit of not less than $1,000,000 per occurrence, or such other limit as the Company may specify.

Other insurance that may be required by any state, local, federal, or municipal law, or when applicable, by a third party land owner.

All insurance policies required hereunder of the Licensee: (a) shall be primary and Company’s insurance shall be non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than “A-VIII” in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company and its Affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to Company; and (e)

shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent). Licensee shall require any independent contractors to have sufficient insurance specific to the work they are performing for the Licensee. Licensee understands and acknowledges that the insurance requirements set forth herein are in addition to and do not modify or replace any duty of the Licensee to defend and/or indemnify Company as set forth in this Agreement.

## 12. INDEMNIFICATION

Licensee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) to third persons arising out of or in connection with the possession, ownership or operation of the Licensed Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Licensee shall defend, indemnify and hold harmless Company, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of the indemnified parties.

If such claims are asserted against an indemnified party, Company shall notify Licensee and, at Company's election, Licensee must assume the defense of such claims or Company will defend such claims in the manner Company deems appropriate. If Company requires Licensee to defend such claims and Licensee fails to assume the defense as required by Company, then Company may defend in such manner as it deems appropriate. Licensee shall reimburse the indemnified party (or Company if Company steps in to defend the matter) for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

## 13. ASSIGNMENT BY COMPANY

There are no restrictions on Company's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of Company.

## 14. ASSIGNMENT BY LICENSEE

This Agreement is personal to Licensee (or if Licensee is a legally formed entity, the Owners of Licensee). Neither Licensee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Licensee, the Licensed Restaurant,

or the Licensed Location nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Any Transfer shall require, among other items: (i) delivery of an updated Ownership Information Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (iii) the payment by Licensee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per Licensed Restaurant to Company; (iv) the execution by Licensee and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Licensee and Company; (v) the payment of all amounts owed to Company or its Affiliates by Licensee or Owners; (vi) the transferor corrects any material defaults; (vii) the execution of a personal guarantee by each transferee; (viii) the transferee and its employees complete all training required by Company; (ix) at Company's election, execution of an assignment agreement or the then-current standard franchise agreement for the remainder of the term of this Franchise Agreement; and (x) such other conditions as Company may require.

## 15. TERMINATION

A. This Agreement shall automatically terminate if Licensee's contract to provide foodservice at the Facility terminates or expires without renewal. In addition, Licensee may terminate this Agreement following 60 days' written notice to Company if Licensee's client at the Facility instructs Licensee in writing to cease operating the Licensed Restaurant (provided Licensee has exercised reasonable efforts to arrange a meeting between Licensee's client and Company, if Company so elects, to discuss the continued operation of the Licensed Restaurant). If Licensee's contract to provide foodservice at the Facility permits Licensee's client to take this action on shorter notice, the notice period provided in that contract shall govern, provided Licensee has provided Company a copy of the relevant contract provision.

B. Except as otherwise provided in this Agreement, Licensee shall have 30 days after written notice of default from Company within which to remedy any default under this Agreement and provide evidence of that remedy to Company. If any such default is not cured within that time, this Agreement shall terminate without further notice to Licensee effective immediately upon expiration of that time, unless Company notifies Licensee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, Licensee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Licensee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Licensee will be in default under this Agreement for any failure to comply with any of the material requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

C. Notwithstanding the provisions of preceding Section 18.B., if Licensee defaults in the payment of any monies owed to Company when such monies become due and payable and Licensee fails to pay such monies within 10 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless Company notifies Licensee otherwise in writing.

D. If Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, Company may immediately terminate this Agreement by providing written notice to Licensee without opportunity to cure. In the alternative, Company may, in its sole discretion, direct a temporary closure of the Licensed Restaurant until the situation can be corrected.

E. If Licensee has received two or more notices of default within the previous 12 months, Company shall be entitled to send Licensee a notice of termination upon Licensee's next default within that 12-month period, without providing Licensee an opportunity to remedy the default.

F. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

G. Company's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of Company to terminate this license because of any other occurrence of one or more of the aforesaid events.

## 16. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, the following obligations apply:

A. Licensee's right to use the Marks and the System shall terminate. Licensee shall not thereafter identify itself as a JACK IN THE BOX Licensee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Licensee will immediately return to Company all Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of Company.

B. Licensee grants to Company, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing Company's trade names or Marks at Licensee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

C. Licensee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the Premises as Company may request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Licensee fails to make such changes, Licensee hereby consents to Company entering the premises to make non-structural changes at Licensee's expense.

D. In the event of termination for any default of Licensee, any damage suffered by Company shall be a lien in favor of Company against the personal property, machinery, fixtures and equipment owned by Licensee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of Company that exist under statute, regulation or common law.

E. All obligations of Company and Licensee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

## 17. RESTRICTIONS ON OTHER BUSINESS INTERESTS

Licensee covenants and agrees that, during the term of this Agreement and, if this Agreement is terminated prior to the end of the Initial Term, for a period of 1 year following such termination, Licensee and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any foodservice operation at the Facility: whose format is similar to the format employed by the System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company may change that format at any time), and 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, certain specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time. This restriction shall not apply to Licensee’s existing restaurant or foodservice operations, if any, which are identified in Attachment A.

Company shall have the right, in its sole discretion and without Licensee’s consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Licensee of written notice thereof, and Licensee shall comply immediately with the covenant as so reduced.

Licensee shall obtain and furnish to Company an undertaking, to the same effect as the undertaking in this Section, from Licensee’s Operator (if Licensee is not the Operator) and from such of the Owners.

## 18. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement may be modified or amended only in writing, signed by both parties.

B. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Licensee is located outside of California, and such provision would be enforceable under the laws of the state in which Licensee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Licensee shall file any suit against Company or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where Company's principal offices are located at the time suit is filed. Company may file any suit against Licensee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company's principal offices are located at the time suit is filed, or where Licensee resides, or where the Licensed Restaurant is or was located, or where the claim arose; and Licensee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. **Company and Licensee irrevocably waive trial by jury and the right to any class action in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Licensee, or by Licensee against Company and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.** Licensee and Company waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

4. Except for payment owed by one party to the other party, and unless prohibited by applicable law, any and all claims and actions arising out of, or relating to, this Agreement, the relationship of Company and Licensee, or Licensee's operation of the Licensed Restaurant, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. Company and Licensee hereby waive to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

C. Notices

All notices to Company shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, national overnight carrier that provides a receipt addressed to Jack in the Box Inc. at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as Company shall from time to time designate in writing. All notices to Licensee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, email or comparable electronic system, addressed to Licensee or Operator at the Licensed Restaurant, the Premises or Licensee's or Operator's last designated-in-writing mailing address. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by email or comparable electronic system.

D. Attorneys' Fees and Costs

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

E. Guarantees

All owners, directors and officers of Licensee shall sign the attached guarantee of Licensee's obligations under this Agreement.

| **DIFFERENT RULES, LLC** | **LICENSEE:** |
|---|---|
| *By*: _____ | *By*: _____ |
| *Title*: _____ | *Title*: _____ |
| *Date*: _____ | *Date*: _____ |
| *By*: _____ | *By*: _____ |
| *Title*: _____ | *Title*: _____ |
| *Date*: _____ | *Date*: _____ |

## ATTACHMENT A

FRANCHISE RESTAURANT INFORMATION AND INTEGRATED TECHNOLOGY FEE

1. Licensed Location/Premises (attach floor plan of Facility):
2. Limited Menu (if applicable):
3. Opening Policy/Operating Hours:
4. Existing Foodservice Operations (if applicable): Integrated Technology Fee: The following are due and payable from Licensee to Company pursuant to the License Agreement. ***These fees are subject to adjustment by Company at any time in its sole discretion. In addition, Company reserves the right to add additional categories of fees to Exhibit A at any time in its sole discretion. As a result, the fees to be paid by Licensee under this Agreement may exceed the amounts stated in this Exhibit A.***

| Description of Fees* | Amount of Fee | Comments / Description |
|---|---|---|
| Monthly Integrated Technology Fee | Currently, $350-$500 but will increase to $500-$675 | For designing, developing, implementing, maintaining, administering, enhancing, innovating, and supporting the Technology Systems and Technology Services. This fee may also include software licensing fees. |
| Per Digital Transaction** Fee | Currently, $0.00 but will increase to $0.25-$0.35 | For designing, developing, implementing, maintaining, administering, enhancing, innovating, and supporting the Technology Systems and Technology Services. |

* All fees are net of any taxes

**A "Digital Transaction" is any order that is commenced or initiated by a customer without direct human involvement by a Restaurant employee or agent. Digital Transactions include, but are not necessarily limited to, orders placed or processed using: websites, mobile apps, third-party delivery platforms, in-Restaurant kiosks, counter-top POS systems when turned to kiosk mode, and similar technology systems that may be developed/implemented in the future.

## ATTACHMENT B

GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the License Agreement dated as of _____ ("Agreement") by Jack in the Box Inc. ("Company"), entered into with _____ ("Licensee"), the undersigned ("Guarantors"), each of whom is an officer, director, or owner of Licensee, hereby personally and unconditionally agree as follows:

Guarantors hereby: **(A)** guarantee to Company and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Licensee and any assignee of Licensee's interest under the Agreement shall **(1)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(2)** punctually pay all other monies owed to Company and/or its affiliates; **(B)** agree to be personally bound by each and every provision in the Agreement; and **(C)** agree to be personally liable for the breach of each and every provision in the Agreement.

Each Guarantor waives: **(1)** acceptance and notice of acceptance by Company of the foregoing undertakings; **(2)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(3)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(4)** any right Guarantor may have to require that an action be brought against Licensee or any other person or entity as a condition of Guarantor's liability; **(5)** all rights to payments and claims for reimbursement or subrogation which Guarantor may have against Licensee arising as a result of the execution of and performance under this Guarantee; **(6)** any law or statute which requires that Company make demand upon, assert claims against or collect from Licensee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Licensee or any others prior to making any demand upon, collecting from or taking any action against Guarantor with respect to this Guarantee; **(7)** any and all other notices and legal or equitable defenses to which Guarantor may be entitled; and **(8) any and all right to have any legal action under this Guarantee decided by a jury**.

Each Guarantor consents and agrees that: **(1)** his/her/its direct and immediate liability under this Guarantee shall be joint and several; **(2)** he/she/it shall render any payment or performance required under the Agreement upon demand if Licensee fails or refuses punctually to do so; **(3)** such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Licensee or any other person; **(4)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which Company may from time to time grant to Licensee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be

continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Licensee to Company under the Agreement;

and **(5)** monies received from any source by Company for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by Company. In addition, if any Guarantor ceases to be an owner, an officer or director of Licensee, that person agrees that the obligations under this Guarantee shall continue to remain in force and effect unless Company in its sole discretion, in writing, releases those person(s) from this Guarantee.

If Company brings an action to enforce this Guarantee in a judicial proceeding or arbitration, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(1)** failure of timely payment or performance of the obligations under this Guarantee; **(2)** breach of any agreement or representation contained or referred to in this Guarantee; **(3)** the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any Guarantor; and/or **(4)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any Guarantor. If a Default occurs, the obligations of Guarantor shall be due immediately and payable without notice. Upon the death of one of any Guarantor, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Company's interests in and rights under this Guarantee are freely assignable, in whole or in part, by Company. Any assignment shall not release the undersigned from this Guarantee.

The enforcement sections of the Agreement shall apply to this Guarantee.

**IN WITNESS WHEREOF**, each of the undersigned has hereunto affixed his signature, under seal.

**GUARANTORS:**

Date: _____

_____
Print name: _____
Address: _____
_____

Date: _____

_____
Print name: _____
Address: _____

# EXHIBIT G-1

## SINGLE UNIT DEVELOPMENT AGREEMENT

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# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123, ("Company") and , whose address is ("Developer"), who agree as follows:

**1. RECITALS**. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Company is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

D. Company operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer has submitted written information to Company to induce Company to enter into this Agreement, including, but not limited to, an Application Package, together with any material changes therein, and it is understood that Company is relying on all such information in entering into this Agreement.

G. Developer has obtained expansion approval, if Developer is an existing Jack in the Box franchisee, from Company. Developer represents and warrants that all Owners (as defined in this Section 1.H.) have executed, simultaneously with Developer's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment C). "Owner" means each person or entity that has any indirect or direct equity interest in Developer.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

**2. DEFINITIONS OF TERMS**. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date" shall mean _____, as defined by Company.

C. "Development Rights" shall mean the right to construct a single *Jack in the Box* restaurant within the Development Area and enter into a "Franchise Agreement" (as defined below) to operate such restaurant, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the particular site or larger area described on Exhibit A, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant" shall mean the *Jack in the Box* restaurant to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurant.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

**3. GRANT OF RIGHTS**.

A. In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with Company.

**4. TERM**. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the Compliance Date.

**5. DEVELOPMENT FEE**. In consideration of the rights granted herein, Developer shall pay to Company, concurrently with the signing of this Agreement, a development fee of $50,000 ("Development Fee"). The Development Fee paid by Developer to Company shall be nonrefundable and shall be deemed fully earned by Company when paid. Company will credit the Development Fee against the franchise fee under the Franchise Agreement for the Developed Restaurant.

**6. OPERATOR**. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurant and to act as Company's principal contact with Developer. Company may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is not an individual, the Operator shall, throughout the term of this Agreement, maintain the required percentage ownership of the Developer. Additionally, Operator shall at all times maintain the same percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurant and to devote the best efforts of Developer to the restaurant operations and the success thereof.

## 7. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurant to be open and in operation on or before the Compliance Date. In addition, Developer agrees to obtain: (i) site approval ("Site Approval"); and (ii) lease approval if the site on which the Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

**[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]**

Once Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of the Developed Restaurant to ensure the Developed Restaurant opens at the earliest reasonable time, but in any event on or prior to the Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Site Approval and Lease Approval, and constructing and opening the Developed Restaurant are of material importance to Company. Failure by Developer to adhere to open the Developed Restaurant on or before the Compliance Date, shall constitute a default under this Agreement as provided in Section 16 below.

B. If the opening is delayed because of "Force Majeure" (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurant may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed "in operation."

## 8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Site Approval and Lease Approval from Company for the Development Restaurant, as well as to satisfy the conditions to Site Approval listed on Exhibit B, attached hereto and incorporated herein by this

reference, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Site Approval and Lease Approval in accordance with Company's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by Company in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of the Developed Restaurant, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site Approval was granted, unless a shorter period is identified by Company during the Site Approval process.

(3) Company may refuse to approve the proposed site for the Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Date, the term of this Agreement or any other provision of this Agreement.

C. If Developer leases the real property for the Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as Company may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to Company.

(4) Company has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the

Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, Company will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

D. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until Company has given Site Approval as provided herein.

E. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate a *Jack in the Box* restaurant;

(2) Secure all financing required to fully develop the restaurant;

(3) Prepare and submit required Site Acquisition Package for Company approval to secure JIB Site #;

(4) Use Company approved architect to complete site-adapted project design work (related to Company provided prototypical plans);

(5) Obtain Company approvals for project plans according to Company site plan submission, review, and approval procedures;

(6) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(7) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company

(8) Install only Company approved finishes and décor in accordance with prototypical plans and specifications;

(9) Purchase an opening inventory of food and other supplies and materials; and

(10) Prior to, and as a condition to final sign off by Company, Developer shall provide to Company complete and accurate development cost detail with respect to the developed Restaurant, in a format and including such information as Company may require, including, without limitation, (i) land costs (purchase price or annual leasing costs), (ii) architectural and engineering fees and costs, as well as any other fees and costs incurred for other professional advisors or consultants, (iii) fees associated with all governmental approvals and permits, (iv) construction costs, including cost of materials and any fees and costs charged by any general contractors, subcontractors, other direct contractors, kitchen equipment consolidators, sign vendors, lighting and other equipment vendors, and (v) any costs associated with the purchase and set up of small wares at the developed Restaurant.

F. Upon Developer's written request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company's requirements for design, decor, finishes, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Developer must use a Company approved architect to for site-adaption, design, engineering, and permitting.

G. It shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

**9. OPENING OF THE RESTAURANT**. Following Site Approval by Company of the proposed restaurant location, Developer shall enter into the then current form of the Franchise Agreement used by Company to grant franchises to operate *Jack in the Box* restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise Agreement). Nothing in this Agreement shall be construed as obligating Company to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Site Approval and Lease Approval in accordance with Section 8 and/or if

Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

**10. APPROVALS**. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

**11. NON-ASSIGNABILITY**.

A. This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the development rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall constitute a default under this Agreement and shall for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force or effect.

B. Subject to the prior written consent of Company, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without Company's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by Company in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; and all stock certificates, membership certificates, or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares / membership interests evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

C. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

D. Any assignment of any interest in the development rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items, (i) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (other than in an assignment by the Owners to an entity which is one hundred percent (100%) owned by the original Owners before the assignment); (iii) the signing by Developer and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and Company; (iv) the signing of a personal guarantee by each transferee; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

**12. <u>DEATH OR INCAPACITY OF DEVELOPER</u>**. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to Company within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party

acceptable to Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, Company shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to Company and appears reasonably certain to continue for at least one (1) year without material improvement.

**13. COMPLIANCE WITH LAW**. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of a *Jack in the Box* restaurant. Developer shall conduct the business of development, construction and operation of the Developed Restaurant in full compliance with all applicable laws, ordinances and regulations.

**14. INDEPENDENT CONTRACTORS**. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

**15. INDEMNIFICATION / INSURANCE**.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company for, any and all losses, liabilities, damages (actual or consequential) and taxes, and all costs and expenses of defending any claim brought or tax levied against Company in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which Company may suffer, sustain or incur directly or indirectly out of or by reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurant, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a "per occurrence" policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. Company and its affiliates, and any other parties as Company may request, shall be named as "additional insureds" on all insurance required by this section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company may request, as "additional insureds." Company may update or modify the insurance requirements in the Manuals or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion.

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 15.

## 16. DEFAULT; REMEDIES.

A. Time is of the essence with respect to all of Developer's obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event Company shall have the unrestricted right to operate or license persons or entities other

than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area. Company shall retain the Development Fee.

(1) Developer fails to open the Developed Restaurant on or before the Compliance Date.

(2) Developer fails to obtain Site Approval or Lease Approval before the commencement of construction of the Developed Restaurant.

(3) Without Company's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to

Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief without posting a bond.

**17. COSTS AND ATTORNEYS' FEES**. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

**18. INTERPRETATION**. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between Company and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

**19. WAIVER OF OBLIGATIONS**. Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by Company of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

**20. SEVERABILITY**. Company and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against Company or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

**21. BROKER**. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold Company safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

**22. TRADEMARKS**. Developer acknowledges Company's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other Company names, slogans and symbols shall inure to Company only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name Company or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, Company makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that Developer will be conducting business pursuant to Franchise Agreements entered into with Company, using some Company Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer’s use of any of the Marks or the System. Company shall have the sole discretion, at its expense, to take such action

as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company in such action. Developer shall not institute any legal action or other kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of Company.

**23. NOTICES**. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, or by national overnight carrier that provides a receipt addressed to:

Different Rules, LLC: Different Rules, LLC
9357 Spectrum Center Blvd
San Diego, CA 92123
Attention: Franchise/Development Manager

Developer: _____
_____
_____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by email or comparable electronic system shall be effective on the business day following the day they were sent.

**24. MISCELLANEOUS**.

A. This Agreement shall become valid when signed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

D. This Agreement may only be modified by a written instrument signed by the parties.

DEVELOPER: DIFFERENT RULES, LLC

_____ By:_____
Its:_____

Date:_____ Date:_____

# EXHIBIT A

Development Area
[to be provided]

Note: The Development Area may be a single parcel or may include a larger territory. If the Development Area constitutes a single site, there will be a one mile radius within which Developer will be granted protected development rights. **[Optional Language if the Development Area constitutes a larger territory: Developer will be granted protected rights within such territory; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain nontraditional locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens. Notwithstanding any provision of the Agreement to the contrary, at any time, Company may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.]**

# EXHIBIT B

Conditions to Site Approval
[to be provided]

# EXHIBIT C

GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF DEVELOPER's OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

DEVELOPER: , a limited liability company/corporation

Date of Development Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Development Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Developer arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Developer, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Developer or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Developer to Company under the Agreement; and

5. the written acknowledgment of Developer, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Developer shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

**IN WITNESS WHEREOF,** each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

**GUARANTOR(S)**

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

# EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT – Assign Lease

[To be used if Company may assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto) and Lease Approval, if applicable, with respect to Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and

sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the Compliance Date.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to this Exhibit D, and incorporated herein by this reference, pursuant to which Company shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, Company will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No.

____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in Section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an “AS IS” basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all “Claims” (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, “Claims”), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

Attachment to Exhibit D

# ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation], whose business and post office address is 9357 Spectrum Center Blvd, California 92123 ("Assignor"), and _____, whose business and post office address is _____ ("Assignee"), who agrees as follows:

## WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]
_____

# EXHIBIT E

ADDENDUM TO DEVELOPMENT AGREEMENT – Site Due Diligence

[To be used if Company will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue

satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold Company and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall Company or Company's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required

under Company's standard Franchise Lease and shall provide Company with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto) and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges

shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer: Different Rules, LLC

_____ By: _____

Title: _____

# EXHIBIT F

ADDENDUM TO DEVELOPMENT AGREEMENT – JIB Constructs

[To be used for any Developed Restaurant where Company will build the restaurant and turn it over upon completion of construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail. Company and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____, located at _____ ("Site No. ____"):

1. Developer shall obtain Expansion Approval in connection with its intended operation of Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this Addendum is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that, in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

3. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in

position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Company shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith, subject to reimbursement by Developer, as described below. All permits shall be issued in the name of Company, and Company shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Company's cost and expense, subject to reimbursement by Developer, as described below. Company shall construct such building and improvements and install furniture, fixtures, and equipment necessary to operate a Jack in the Box® restaurant at Site No. ____. Such work shall be done in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes. Company shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment.

4. Developer shall reimburse Company for any and all costs and expenses incurred by Company in connection with the acquisition, investigation, development, and construction of Site No. ____, including, without limitation, (i) any and all taxes or assessments related thereto, (ii) any internal overhead or other associated charges, (iii) any deposits, reimbursements, or other payments, whether due the ____ Master Lessor pursuant to the ____ Underlying Lease, or to any other party or agency, (iv) consulting fees, engineering and design fees, costs of inspections, investigations, testing, and other due diligence matters, title and survey costs, application fees, permit and licensing fees, costs for labor and materials to construct the building and improvements, utility connection fees and charges, and (v) any and all other out-of-pocket costs and other expenses incurred by Company. Developer agrees that it shall also pay Company the additional sum of $50,000.00 to compensate Company for services rendered in connection with the acquisition, investigation, development, and construction of Site No. ____ ("Development Services Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation, development and construction of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Development Services Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Addendum.

5. Developer will commence business operations at Site No. ____ as soon as possible following turnover of the completed restaurant by Company. Immediately upon completion of construction of the building and improvements at Site No. ____ by Company, or earlier as may be required by Company, Developer shall execute and deliver a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____

Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Franchise fees, royalties and marketing fees will be charged as set forth in the Franchise Agreement.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

# EXHIBIT G-2

## MULTI-UNIT DEVELOPMENT AGREEMENT

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# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company") and , whose address is ("Developer"), who agree as follows:

**1. RECITALS.** This Agreement is made and entered into with reference to the following facts and circumstances:

A. Company is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

D. Company operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer has submitted written information to Company to induce Company to enter into this Agreement, including, but not limited to, an Application

Package, together with any material changes therein, and it is understood that Company is relying on all such information in entering into this Agreement.

G. Developer represents and warrants that all Owners (as defined in this Section 1.H.) have executed, simultaneously with Developer's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment C). "Owner" means each person or entity that has any indirect or direct equity interest in Developer.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

**2. DEFINITIONS OF TERMS**. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date(s)" shall mean the dates described on Exhibit A, attached hereto and incorporated herein by this reference.

C. "Development Rights" shall mean the right to construct one or more *Jack in the Box* restaurants within the Development Area and enter into "Franchise Agreement(s)" (as defined below) to operate such restaurants, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the area described on Exhibit B, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant(s)" shall mean the *Jack in the Box* restaurants to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurants.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

**3. GRANT OF RIGHTS**.

A. In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

**[IF NON-EXCLUSIVE, DELETE SECTION 3.A AND REPLACE WITH: In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Developer is not granted any exclusive area.]**

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with Company.

**4. TERM**. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the last Compliance Date listed on Exhibit A.

**5. DEVELOPMENT FEE**. In consideration of the rights granted herein, Developer shall pay to Company, concurrently with the signing of this Agreement, a development fee as set forth in Exhibit A ("Development Fee"). The Development Fee paid by Developer to Company shall be nonrefundable and shall be deemed fully earned by Company when paid. Company will credit the applicable pro-rated portion of the Development Fee against the franchise fee due under each Franchise Agreement for the Developed Restaurant(s).

**6. OPERATOR**. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurants and to act as Company's principal contact with Developer. Company may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements

and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is not an individual, the Operator shall, throughout the term of this Agreement, maintain the required percentage ownership of Developer. Additionally, Operator shall at all times maintain the same percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurants and to devote the best efforts of Developer to the restaurant operations and the success thereof.

## 7. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurants to be open and in operation on or before the applicable Compliance Dates. In addition, Developer agrees to obtain: (i) expansion approval, if Developer is an existing Jack in the Box franchisee ("Expansion Approval"); (ii) site approval ("Site Approval"); and (iii) lease approval if the site on which a Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

**[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]**

Once Expansion Approval, Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of each of the Developed Restaurants to ensure the Developed Restaurants open at the earliest reasonable time, but in any event on or prior to the applicable Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Expansion Approval, Site Approval and Lease Approval, and constructing and opening the Developed Restaurants are of material importance to Company. Failure by Developer to adhere to open the Developed Restaurants on or before the Compliance Dates, shall constitute a default under this Agreement as provided in Section 16 below.

B. If any opening is delayed because of "Force Majeure" (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the applicable Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurants may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the applicable Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed "in operation."

## 8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Expansion Approval, Site Approval and Lease Approval from Company for the Development Restaurants, as well as to satisfy any conditions to Site Approval established by Company, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Expansion Approval, Site Approval and Lease Approval in accordance with Company's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by Company in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Expansion Approval:

(1) Before submitting a Site Acquisition Package or otherwise beginning the development of any restaurant hereunder, Developer shall apply in writing for Expansion Approval. Company will evaluate whether Developer has met Company's then-current criteria and inform Developer in writing whether or not Developer has Expansion Approval. Company reserves the right to change its expansion criteria from time to time.

(2) Failure to maintain Expansion Approval standards shall be grounds for withdrawing an Expansion Approval at any time before Developer makes a binding commitment for the acquisition of a restaurant site, provided such site has received written Site Approval as specified below. Any refusal or withdrawal of Expansion Approval shall not extend or modify the obligations of Developer set forth in the Development Requirements, the Compliance Dates, or any other provision of this Agreement.

C. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of any Developed Restaurants, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site

Approval was granted, unless a shorter period is identified by Company during the Site Approval process.

(3) Company may refuse to approve a proposed site for a Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Dates, the term of this Agreement or any other provision of this Agreement.

D. If Developer leases the real property for any Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as Company may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to Company.

(4) Company has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, Company will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

E. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until Company has given Site Approval as provided herein.

F. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate *Jack in the Box* restaurants;

(2) Secure all financing required to fully develop the restaurants;

(3) Prepare and submit required Site Acquisition Package for Company approval to secure JIB Site #;

(4) Use Company approved architect to complete site-adapted project design work (related to Company provided prototypical plans);

(5) Obtain Company approvals for project plans according to Company site plan submission, review, and approval procedures;

(6) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(7) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company

(8) Install only Company approved finishes and décor in accordance with prototypical plans and specifications;

(9) Purchase an opening inventory of food and other supplies and materials; and

(10) Prior to, and as a condition to final sign off by Company, Developer shall provide to Company complete and accurate development cost detail with respect to each Developed Restaurant, in a format and including such information as Company may require, including, without limitation, (i) land costs (purchase price or annual leasing costs), (ii) architectural and engineering fees and costs, as well as any other fees and costs incurred for other professional advisors or consultants, (iii) fees associated with all governmental approvals and permits, (iv) construction costs, including cost of materials and any fees and costs charged by any general contractors, subcontractors, other direct contractors, kitchen equipment consolidators, sign vendors,

lighting and other equipment vendors, and (v) any costs associated with the purchase and set up of small wares at the Developed Restaurant.

G. Upon Developer's written request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company's requirements for design, decor, finishes, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Developer must use a Company approved architect to for site-adaption, design, engineering, and permitting.

H. For each of the Developed Restaurants, it shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing in accordance with Company site plan submission, review, and approval procedures, but before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

**9. OPENING OF THE RESTAURANT**. Following Site Approval by Company of any proposed restaurant location, Developer shall enter into the then current form of the Jack in the Box Franchise Agreement used by Company to grant franchises to operate *Jack in the Box* restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise Agreement). Nothing in this Agreement shall be construed as obligating Company to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Expansion Approval, Site Approval and Lease Approval in accordance with Section 8 and/or if Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

**10. APPROVALS**. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

## 11. NON-ASSIGNABILITY.

A. This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the development rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall constitute a default under this Agreement and shall for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force or effect.

B. Subject to the prior written consent of Company, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without Company's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by Company in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; and all stock certificates, membership certificates, or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares / membership interests evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

C. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

D. Any assignment of any interest in the development rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items,

(i) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (other than in an assignment by the Owners to an entity which is one hundred percent (100%) owned by the original Owners before the assignment); (iii) the signing by Developer and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and Company; (iv) the signing of a personal guarantee by each transferee; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

**12. DEATH OR INCAPACITY OF DEVELOPER**. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to Company within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party acceptable to Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, Company shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to Company and appears reasonably certain to continue for at least one (1) year without material improvement.

**13. COMPLIANCE WITH LAW**. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of *Jack in the Box* restaurants. Developer shall conduct the business of development, construction and operation of the Developed Restaurants in full compliance with all applicable laws, ordinances and regulations.

**14. INDEPENDENT CONTRACTORS**. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

**15. INDEMNIFICATION / INSURANCE**.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company for, any and all losses, liabilities, damages (actual or consequential) and taxes, and all costs and expenses of defending any claim brought or tax levied against Company in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which Company may suffer, sustain or incur directly or indirectly out of or by reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurants, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a "per occurrence" policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including

owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. Company and its affiliates, and any other parties as Company may request, shall be named as “additional insureds” on all insurance required by this section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company may request, as “additional insureds.” Company may update or modify the insurance requirements in the Manuals or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion.

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 15.

**16. <u>DEFAULT; REMEDIES</u>**.

A. Time is of the essence with respect to all of Developer’s obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event Company shall have the unrestricted right to operate or license persons or entities other than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area. Company shall retain the Development Fee.

(1) Developer fails to open the Developed Restaurants on or before the Compliance Dates.

(2) Developer fails to obtain Expansion Approval, Site Approval or Lease Approval before the commencement of construction of any Developed Restaurants.

(3) Without Company's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company

is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief without posting a bond.

**17. COSTS AND ATTORNEYS' FEES**. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

**18. INTERPRETATION**. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between Company and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

**19. WAIVER OF OBLIGATIONS**. Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by Company of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

**20. SEVERABILITY**. Company and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against Company or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to

be invalid or unenforceable, Company and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

**21. BROKER**. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold Company safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

**22. TRADEMARKS**. Developer acknowledges Company's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other Company names, slogans and symbols shall inure to Company only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name Company or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, Company makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that Developer will be conducting business pursuant to Franchise Agreements entered into with Company, using some Company Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer’s use of any of the Marks or the System. Company shall have the sole discretion, at its expense, to take such action as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company in such action. Developer shall not institute any legal action or other

kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of Company.

**23. NOTICES**. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, or by national overnight carrier that provides a receipt addressed to:

Different Rules, LLC: Different Rules, LLC
9357 Spectrum Center Blvd
San Diego, CA 92123
Attention: Franchise/Development Manager

Developer: _____

_____

_____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by email or comparable electronic system shall be effective on the business day following the day they were sent.

**24. MISCELLANEOUS**.

A. This Agreement shall become valid when signed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

D. This Agreement may only be modified by a written instrument signed by the parties.

| DEVELOPER: | DIFFERENT RULES, LLC |
| --- | --- |
| _____ | By: _____<br>Its: _____ |
| Date:_____ | Date:_____ |

# EXHIBIT A

Development Information

Development Schedule
[to be provided]

Development Fee: $_____
*[Existing Franchisees: $10,000 per Restaurant; New Franchisees: $50,000 for First Restaurant and $10,000 for each Additional]*

# EXHIBIT B

Development Area
[Map to be provided on Exhibit B-1]

**[IF NON-EXCLUSIVE, DELETE THIS PARAGRAPH]** Developer is granted protected rights within the Development Area described on Exhibit B-1, attached hereto and incorporated herein by this reference; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain nontraditional locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens. Notwithstanding any provision of the Agreement to the contrary, at any time, Company may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.

# EXHIBIT B-1

Map of Development Area

[MAP - to be provided]

# EXHIBIT C

GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF DEVELOPER's OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

DEVELOPER: , a limited liability company/corporation

Date of Development Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Development Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Developer arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Developer, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Developer or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Developer to Company under the Agreement; and

5. the written acknowledgment of Developer, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Developer shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

**IN WITNESS WHEREOF,** each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

**GUARANTOR(S)**

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

# EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT – Development Incentives

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

1. For each of the Developed Restaurants, Developer will be offered one of the following incentive options.

**OPTION A**: If the Developed Restaurant is opened as a *Jack in the Box* restaurant on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof: (i) for a period of one (1) year from commencement of the Franchise Agreement, Developer will pay a reduced Royalty equal to 1% of "Gross Sales" (as defined in the Franchise Agreement); (ii) in the second (2nd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 2% of Gross Sales; (iii) in the third (3rd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iv) in the fourth (4th) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 4% of Gross Sales; and (v) beginning with the first day of the fifth (5th) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay a Royalty equal to 5% of Gross Sales. No Royalty reduction or other incentive listed above will be applicable to any restaurant which is not opened on a timely basis, and otherwise in full compliance with the terms of this Agreement. If prior to the end of YEAR 5 for any restaurant, the Agreement is terminated due to non-compliance, Developer agrees that the Royalty payable under all franchise agreements signed for restaurants developed under the Agreement shall revert automatically and without notice, to the standard Royalty which is 5% of Gross Sales.

**OPTION B**: If the Developed Restaurant is opened as a *Jack in the Box* restaurant on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof: Company or one of its affiliates will make an interest free loan to Developer in the amount of $150,000.00 pursuant to the terms of promissory note in the form attached to this Exhibit D, and incorporated herein by this reference ("Note"), which shall provide, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.

DEVELOPER:

_____

Date:_____

DIFFERENT RULES, LLC

By:_____

Its:_____

Date:_____

Attachment to Exhibit D

Development Incentive Promissory Note

$150,000.00 Date: _____

San Diego, California
JIB Site No. _____

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand, or order to _____ a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of $150,000.00, without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto, or with Lender's affiliate or parent, and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and

attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

_____
a[state] [type of entity]

By:_____
Its:_____

# EXHIBIT E

## ADDENDUM TO DEVELOPMENT AGREEMENT - Assign Lease

[To be used for any Developed Restaurant where Company will assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate;

provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Exhibit A of the Agreement.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to this Exhibit E, and incorporated herein by this reference, pursuant to which Company shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, Company will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for

any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in Section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an “AS IS” basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all “Claims” (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, “Claims”), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein

by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

Attachment to Exhibit E

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation] whose business and post office address is 9357 Spectrum Center Blvd, California 92123 ("Assignor"), and _____, whose business and post office address is _____("Assignee"), who agrees as follows:

WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]

_____

# EXHIBIT F

ADDENDUM TO DEVELOPMENT AGREEMENT - Site Due Diligence

[To be used for any Developed Restaurant where Company will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval, Expansion Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold Company and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall Company or Company's insurance carrier be liable for

any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required under Company's standard Franchise Lease and shall provide Company with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date

upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

# EXHIBIT G

## ADDENDUM TO DEVELOPMENT AGREEMENT – JIB Constructs

[To be used for any Developed Restaurant where Company will build the restaurant and turn it over upon completion of construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail. Company and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____, located at _____ ("Site No. ____"):

1. Developer shall obtain Expansion Approval in connection with its intended operation of Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this Addendum is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that, in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

3. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease.

Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Company shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith, subject to reimbursement by Developer, as described below. All permits shall be issued in the name of Company, and Company shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Company's cost and expense, subject to reimbursement by Developer, as described below. Company shall construct such building and improvements and install furniture, fixtures, and equipment necessary to operate a Jack in the Box® restaurant at Site No. ____. Such work shall be done in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes. Company shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment.

4. Developer shall reimburse Company for any and all costs and expenses incurred by Company in connection with the acquisition, investigation, development, and construction of Site No. ____, including, without limitation, (i) any and all taxes or assessments related thereto, (ii) any internal overhead or other associated charges, (iii) any deposits, reimbursements, or other payments, whether due the ____ Master Lessor pursuant to the ____ Underlying Lease, or to any other party or agency, (iv) consulting fees, engineering and design fees, costs of inspections, investigations, testing, and other due diligence matters, title and survey costs, application fees, permit and licensing fees, costs for labor and materials to construct the building and improvements, utility connection fees and charges, and (v) any and all other out-of-pocket costs and other expenses incurred by Company. Developer agrees that it shall also pay Company the additional sum of $50,000.00 to compensate Company for services rendered in connection with the acquisition, investigation, development, and construction of Site No. ____ ("Development Services Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation, development and construction of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Development Services Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Addendum.

5. Developer will commence business operations at Site No. ____ as soon as possible following turnover of the completed restaurant by Company. Immediately upon completion of construction of the building and improvements at Site No. ____ by Company, or earlier as may be required by Company, Developer shall execute and deliver a then current form of Franchise Agreement and Franchise Lease for Site No.

____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Franchise fees, royalties and marketing fees will be charged as set forth in the Franchise Agreement.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

# EXHIBIT H

## AUTHORIZATION FOR PREARRANGED PAYMENTS

## AUTHORIZATION FOR PREARRANGED PAYMENTS

The undersigned depositor ("Franchisee") hereby authorizes Different Rules, LLC ("Company") to initiate debit entries and/or credit correction entries to the checking and/or savings account(s) indicated below for all amounts owed by Franchisee to Company.

| Name of Account Holder | Federal ID Number |
|---|---|
| Bank | |
| Bank Transit/ABA Number | Account Number |

This authorization will remain in full force and effect until Bank has received joint written notification from Company and Franchisee of the termination of such authorization in such time and in such manner as Bank requires.

If an erroneous debit entry is initiated by Company to Franchisee's account(s), Franchisee will have the right to have the amount of such entry credited by Company against future invoices. If an erroneous debit entry exceeds $25,000, Franchisee may request that Company correct the error by wiring funds into the account within 5 days after the error is verified; alternatively, Franchisee may request a reversal of the entry by Bank and Company agrees to send to Bank a written notice identifying such entry, stating that such entry was in error and requesting Bank to credit the amount thereof to such account(s). These rights are in addition to any rights Franchisee may have under applicable federal and state banking laws.

The undersigned represents and warrants that he/she is authorized to sign this document on behalf of Franchisee and that the undersigned and Franchisee are authorized to initiate debit entries to the account referenced above for all amounts owed by Franchisee to Company.

Franchisee agrees to provide such other and additional information as Bank may require to authorize debit entries, including but not limited to written authorization of any joint account holders if the account referenced above is a joint account.

**Please provide a voided check, MICR encoded slip, or a MICR Specification sheet provided by the Bank to verify the Bank Transit/ABA Number and Account Number.**

Entity_____

By_____

Print Name_____

Title_____

Date_____

# EXHIBIT I

## PROMISSORY NOTE – DEVELOPMENT INCENTIVE PROGRAM

[$150,000.00]

Date: _____
San Diego, California
JIB Site No. _____

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand or order, to _____, a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of [$150,000.00], without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted

for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto, or with Lender's affiliate or parent, and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same

may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

LENDER:

By:_____
Its:_____

# EXHIBIT J

## LEASE AGREEMENT – JACK IN THE BOX FRANCHISED RESTAURANT

LEASE AGREEMENT

JACK IN THE BOX FRANCHISED RESTAURANT

THIS LEASE is made as of this day of , 20 , by and between JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation), having an office for business at 9357 Spectrum Center Blvd, San Diego, California 92123, hereinafter referred to as "Landlord" or "Company"; and , hereinafter referred to as "Tenant."

W I T N E S S E T H:

WHEREAS Company and Tenant have or prior to the commencement of the term of this Lease will have entered into a Franchise Agreement (the "Franchise Agreement") licensing Tenant to operate a JACK IN THE BOX® restaurant (the "Franchised Restaurant") using its JACK IN THE BOX Restaurant System (as that term is defined in the Franchise Agreement) on the premises to be leased hereby.

NOW THEREFORE in consideration of the covenants contained herein and the mutual execution hereof by the parties it is agreed as follows:

1. DEMISED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of , County of , State of , more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances, easements and rights of way there unto pertaining and the building and improvements thereon, subject to any easements, covenants, conditions, restrictions, encumbrances, party wall agreements, roads and highways and zoning and building code restrictions existing as of the date of commencement of the term of this Lease. The property hereby leased to Tenant is hereinafter referred to as the "Premises."

2. TERM AND COMMENCEMENT DATE

The term of this Lease shall commence, if at all, on the date (the "Commencement Date") which is the earlier of (a) the date upon which Tenant takes possession of the Premises or (b) , . Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall terminate on . Tenant's obligation to pay Rent pursuant to Section 3, below, shall commence on the Commencement Date, regardless of whether Tenant has actually taken possession of the Premises or whether the Premises are ready for occupancy by Tenant as of such date.

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent, Percentage Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.

**[ALTERNATIVE PARAGRAPH A., to be used with owned sites that may be the subject of a Sale/Leaseback**

**Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease; provided, however, that if Company enters into a sale/leaseback transaction and as a result enters into a new "Master Lease" (as defined below), then as of the commencement of the term of such new Master Lease, Fixed Minimum Rent shall be adjusted to the greater of: (i) underlying rent payable by Company under the Master Lease; or (ii) an amount equal to 90% of trailing twelve (12) month sales at the Premises, multiplied by 9.5%. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.]**

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent ( %) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month.

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term “Gross Sales” as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [OR RELEVANT LANDLORD]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent

check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is [95-2698708 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC].

**[ALTERNATIVE RENT PARAGRAPH #1 – TO BE USED IN NEW SITE DEVELOPMENT/TURN KEY SCENARIOS**

**3. RENT**

**Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:**

**A. Fixed Minimum Rent**

**Tenant covenants and agrees to pay to Landlord the initial fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent shall be subject to adjustment in accordance with paragraph 17 below based upon rent increases under the "Master Lease" (as defined below), including the additional 5% increase referenced in such paragraph 17. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.**

**B. Additional Rent**

**All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.**

**C. No Rent Abatement or Offset**

**Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.**

**D. Interest on Past Due Rent and Other Sums**

**Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."**

**E. MANNER OF PAYMENT**

**Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:**

**JACK IN THE BOX PROPERTIES, LLC [or relevant landlord]**
**9357 Spectrum Center Blvd**
**San Diego, CA 92123-1516**
**Attention: Cash Management**
**Site No. _____**

**Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is [95-2698708 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC].**

**[ALTERNATIVE RENT PARAGRAPH #2 – TO BE USED FOR BUILD TO SUIT ARRANGEMENTS**

**3. RENT**

**Tenant covenants and agrees to pay to Landlord "Fixed Minimum Rent" (as defined below) in accordance with the Rent Addendum attached hereto and incorporated herein by this reference.**

**A. Fixed Minimum Rent**

**Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.**

**B. Percentage Rent**

**(1) Amount**

**In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent ( %) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month. [Note, Percentage Rent for these type of transactions will be 9.5% for sale/leaseback transactions OR 10.5% for ground lease transactions]**

**(2) Method of Calculation**

**(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.**

**(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.**

**(3) Audits**

**Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.**

**(4) Gross Sales**

**The term "Gross Sales" as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or**

**otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.**

**C. Additional Rent**

**All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.**

**D. No Rent Abatement or Offset**

**Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any**

**costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.**

**E. Interest on Past Due Rent and Other Sums**

**Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."**

**F. MANNER OF PAYMENT**

**Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:**

**JACK IN THE BOX PROPERTIES, LLC [or relevant landlord]**
**9357 Spectrum Center Blvd**
**San Diego, CA 92123-1516**
**Attention: Cash Management**
**Site No.**

**Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is [95-2698708 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC]**

4. USE OF PREMISES

Tenant shall use and occupy the Premises solely for the operation of a Franchised Restaurant in strict conformance to the standards set forth by Landlord which constitute its JACK IN THE BOX restaurant System. Tenant acknowledges that the Premises and improvements and certain fixtures and equipment thereon have been specially designed and are intended for use as a Franchised Restaurant. Tenant agrees to occupy the Premises continuously during the term of this Lease and agrees not to vacate the same. If Tenant vacates the Premises during the term of this Lease in breach hereof, Landlord shall have the right, in addition to the other rights and remedies available to Landlord upon a default by Tenant, to enter the Premises for the purpose of continuing the operation of the restaurant; remitting to Tenant only such amount that exceeds: (1) Tenant's monthly obligations for Fixed Minimum Rent and Percentage Rent, plus an additional two percent (2%) of monthly Gross Sales as overhead, and (2) all of the

operating costs Landlord may incur, and (3) any other monetary obligations owing by Tenant to Landlord pursuant to any other agreement between Landlord and Tenant.

## 5. CONDITION AND ACCEPTANCE OF PREMISES

Tenant acknowledges that Tenant has inspected the Premises and all improvements, signs, fixtures, plumbing, wiring, utility facilities and hook ups, lighting, heating and cooling systems, equipment, furnishings, appurtenances and other personal property (collectively, "Business Facilities") presently on or at the Premises, and has found all of them and the Premises to be in a safe, satisfactory and completed condition. Tenant accepts the Premises and the Business Facilities upon the Commencement Date in their then "AS IS" condition without any warranty by Landlord at any time, express or implied, as to their condition or fitness for any use or purpose. Tenant acknowledges that Landlord has made, and will make as of the Commencement Date, no representations or warranties as to the condition of the Premises or any of the Business Facilities, or their fitness for any particular purpose or use, either express or implied, and all such representations and warranties are hereby expressly waived by Tenant. Tenant expressly agrees that Landlord shall not be liable to Tenant for any costs, fees, losses, or damages incurred by Tenant or any damages to the Premises or any of the Business Facilities due to any patent or latent defect in the Premises or any of the Business Facilities whether arising out of any original design or construction of the Premises or the Business Facilities or otherwise. This Lease creates a landlord/tenant relationship only between the parties and no other agency, partnership or other relationship between the parties shall be created hereby, and Tenant assumes the risk of and sole responsibility for and hereby agrees to indemnify and hold harmless Landlord from any and all claims, changes, demands, actions, losses, liabilities, costs or expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs), for injuries, death, loss and damage of any kind or character to person or property, by whomsoever suffered or asserted, resulting from or arising out of the condition or use of the Premises and Business Facilities, including but not limited to, the defective design or construction thereof, whether due to any latent or patent defect, or the carelessness or negligence of Tenant, during the term of this Lease or any renewal or extension thereof, except, however, when Tenant shall have given Landlord written notice of the existence of a condition for the repair of which Landlord may be responsible under the Lease (if applicable) and shall have taken all reasonable precautions to prevent the occurrence of any injuries, death, loss and damage attributable solely and directly to such defective condition. Tenant acknowledges that Tenant has had the opportunity to seek the advice of counsel as to this Lease in general and specifically as to the waivers contained in this Article 5.

## 6. TAXES

Beginning with the Commencement Date and throughout the term of this Lease, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, all taxes and assessments which may be levied upon or assessed against those lands comprising the Premises hereunder, and all taxes or assessments levied upon or assessed against the improvements situated

thereon, together with all taxes levied upon or assessed against the personal property located in or on the Premises, whether installed and paid for by Landlord, by Tenant, or by any other person or entity, to the end that Landlord shall not be required to pay any taxes or assessments whatsoever which may, during the term of this Lease, be assessed against or in respect of, or become a lien upon, said lands, improvements or personal property. The foregoing obligation shall include (a) any taxes occasioned by any reassessment of the Premises including such reassessments which may occur as the result of a transfer by Landlord of all or any part of its interest in the Premises; and (b) any tax which is levied or assessed against Landlord or Tenant, whether the same be called a rent tax, occupancy tax, excise tax, sales tax or otherwise. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any tax required to be paid by Tenant hereunder, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such taxes which Landlord thus elects to pay or is required to pay and such payment and/or reimbursement shall not be excluded from Gross Sales provided, however, that any taxes or assessments which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates. Tenant shall not be obligated to pay any federal or state income tax which may be levied or become due by reason of the rents and profits received by Landlord as a result of this Lease.

## 7. UTILITIES

Tenant agrees to pay all charges for water, gas, electricity, sewer charges, trash removal, driveway fees (if applicable) and other utilities and services used on, at or in connection with the Premises, as such charges become due.

## 8. SUBLETTING AND ASSIGNMENT

Tenant shall have no right to assign or sublet the Premises or any portion thereof nor to pledge, mortgage, hypothecate or encumber in any manner without advance written consent of Landlord, which consent shall be in the sole discretion of Landlord. In no event shall any assignment or subletting relieve Tenant of its obligations to Landlord under this Lease, regardless of Landlord's consent thereto. Any purported assignment or subletting, pledge, mortgage, hypothecation or encumbrance without the advance written consent of Landlord shall be void and of no force or effect.

## 9. INSURANCE AND INDEMNITY

### A. Waiver of Claims; Indemnity

Tenant hereby agrees that it shall be solely responsible for all losses, damages and contractual and statutory liabilities to third persons arising out of or in connection with the possession, ownership or operation of the Premises, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Tenant hereby waives all claims against Landlord and

its affiliates and agrees to defend, indemnify and hold harmless Landlord and its affiliates from all such losses, damages, liabilities, claims and demands, as well as any and all costs, expenses and attorneys' fees directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of Landlord. If any such claims are asserted against Landlord or its affiliates, Landlord shall notify Tenant, and Tenant may assume the defense of such claims. If Tenant fails to assume the defense, then Landlord may defend in such manner as it deems appropriate. Tenant shall reimburse Landlord for all costs, including attorneys' fees, incurred by Landlord or its affiliates in effecting such defense, in addition to any sum which Landlord or its affiliates may incur by reason of any settlement, award, or judgment. Landlord's right to indemnification hereunder shall exist notwithstanding that joint or concurrent liability may be imposed on Landlord by law.

B. Insurance

During the term of this Agreement, Tenant shall obtain and maintain in full force and effect, at his own expense, such insurance coverage as may be required of Franchisees by Landlord. Such requirements may be specified in any Franchise Agreement between Company and Tenant or otherwise provided to Tenant in writing by Company. Prior to the Commencement Date and thereafter, as requested by Company, throughout the term of this Agreement, Tenant shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Company and noted on the applicable Certificate of Insurance. The insurance requirements, including, but not limited to, coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. Requirements as of the date hereof are:

(1) Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a “per occurrence” policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such coverage must not contain an exclusion for occurrences arising from food borne illness and must insure the contractual liability of Tenant under Section 9A of this Lease.

(2) Business Automobile Liability insurance including “owned, leased, non-owned and hired automobile” coverage with a limit of not less than $1,000,000 per accident.

(3) Workers’ Compensation insurance as required by law and Employer’s Liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated.

(4) "All Risk" property insurance covering; (a) the building including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Franchised Restaurant, including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis, (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations, and (c) loss of rents insurance covering a minimum of twelve (12) months fixed minimum rent.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company as a loss payee on the property insurance described in subparagraph 9.B.(4) above, and all other policies shall name Company and its affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds" and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

## 10. REPAIR AND REPLACEMENT OF BUILDINGS

If the building and the plate glass on the Premises shall be damaged by fire or any other occurrence, Tenant shall promptly notify Landlord and Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building in accordance with Landlord's then current design standards in effect at the time of the repair or replacement (subject to any changes in applicable codes and to Landlord's ability to obtain all necessary permits and approvals in connection with such repair and replacement) so that Tenant may continue in occupancy. All damage to plate glass shall be Tenant's sole responsibility. Landlord's obligation to rebuild or restore the building shall, however, be only to the extent of insurance proceeds recovered from the insurance required to be provided by Tenant and available to Landlord. In the event that such proceeds are not adequate for such repair or replacement, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency, within thirty (30) days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. In the event that Tenant fails to make payment of any such deficiency within such period, Landlord may, in its sole discretion, terminate this Lease by written notice to Tenant. Rent required to be paid pursuant to this Lease shall not abate during any period that Tenant is unable to occupy the building or the Premises. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain necessary permits or to obtain materials and labor needed therefore, or because of strikes, acts of God or governmental or other applicable restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement shall be extended accordingly. However,

in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease by written notice to the other. In the event of any damage or destruction occurring during the last five (5) years of the term of this Lease to the extent of fifty percent (50%) or more of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing said building, elect to terminate this Lease as of the date of the damage or destruction.

Tenant hereby expressly waives and releases any and all claims against Landlord for damages or other relief as a result of any failure of Landlord to rebuild or restore the building in accordance with the provisions of this Section 10. Tenant understands and agrees that Tenant's sole remedy for any such failure shall be to elect to terminate this Lease. In the event the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the fire and extended coverage insurance applicable to the building and other permanent improvements and other property of Landlord shall be paid and given to Landlord. Tenant shall execute and deliver any release or other document that Landlord may request in order to obtain the release or control of said proceeds. All proceeds of the fire and extended coverage insurance which are specifically designated by the insurer as being for the equipment and personal property of Tenant shall be paid and given to Tenant.

## 11. MAINTENANCE, REPAIR AND SURRENDER

Except to the extent of Landlord's obligations (if applicable) under Section 10 (REPAIR AND REPLACEMENT OF BUILDINGS) and Section 15 (EMINENT DOMAIN), Tenant shall, at its expense, (a) keep the entire Premises, Business Facilities on or about the Premises and all utility lines and facilities on or connected to the Premises at all times in good repair, order and condition; (b) replace all broken, damaged or missing fixtures, equipment, personal property, appurtenances and utility lines and facilities and (c) upon the termination of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear excepted. Upon request by Landlord, Tenant shall remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the Premises and Business Facilities shall include all repairs, whether ordinary or extraordinary, including, but not limited to, structural repairs to the building’s foundation, floors, walls and roof.

## 12. OWNERSHIP AND REMOVAL OF PROPERTY

All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which are the property of Landlord immediately prior to the Commencement Date are and shall remain a part of the real estate and shall be considered to be leased hereunder, saving and excepting only such personal property and trade fixtures as may be purchased by Tenant as evidenced by a written purchase agreement or bill of sale.

Any additions, replacements, alterations or remodeling of improvements on or about the Premises or other property leased hereunder shall immediately become the property of Landlord and shall not be removed by Tenant at the termination of this Lease by lapse of time or otherwise. At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant shall remove from the Premises all of its personal property and trade fixtures and any such additions, replacements, alterations or remodeled improvements which Landlord shall require to be removed, and shall repair any damage to the Premises which may have been caused or occasioned by such removal.

## 13. ALTERATIONS

Tenant shall not make any change in, alteration of, or addition to any part of the Premises or improvements, fixtures or equipment therein, or remove any item or portion of the Premises or any such improvements, fixtures or equipment, without, in each instance, obtaining the prior written consent of Landlord. In any case, any such change, alteration, addition or removal shall be in full compliance with all governmental rules, ordinances, and regulations and any covenants, conditions or restrictions which are applicable to the Property. Any work or improvement, alteration or removal conducted by Tenant on or about the Premises shall be in strict compliance with plans and specifications approved in writing by Landlord, and shall be conducted only by contractors, mechanics and materialmen and with materials approved in writing by Landlord. Landlord may grant or withhold its approvals pursuant to this Section 13 in its sole discretion, and may require that Tenant furnish to Landlord, prior to commencement of any work, a completion and lien indemnity bond in form, content and amount satisfactory to Landlord.

## 14. LANDLORD'S RIGHT TO PERFORM FOR TENANT

If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but shall not be required to), without waiving any default or any of the rights of Landlord hereunder, do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, all costs incurred by Landlord in connection with such performance by Landlord shall be due as Additional Rent hereunder immediately upon demand by Landlord, together with interest thereon at the Default Interest Rate.

## 15. EMINENT DOMAIN

### A. Entire Premises

If the whole of the Premises shall be lawfully condemned by eminent domain, or conveyed by Landlord in lieu of condemnation, for any public or quasi-public use or purpose, all rents and taxes or other charges hereunder shall be paid up to the date when the condemning authority shall take possession of the Premises and this Lease shall then terminate. Tenant hereby waives, releases, shall have no interest in, and assigns to Landlord any compensation or award for any such condemnation or

conveyance, including, without limitation, any claims for loss of good will, delay, bonus value, the value of the Premises, the lease, the building, improvements, fixtures or equipment thereon, whether or not installed or paid for by Tenant, except that Tenant shall have the right to compensation as may be specifically awarded to Tenant by the condemning authority for loss or damage to Tenant's removable personal property or for the cost or loss which Tenant may incur in removing Tenant's merchandise and personal property.

B. Partial Taking

In the event that only a part of the Premises shall be lawfully taken, condemned or conveyed by Landlord in lieu of condemnation and Landlord determines, in its sole discretion, that the operation of a Franchised Restaurant on the portion of the Premises remaining after such taking is no longer desirable or would not, from Landlord's standpoint, be economically feasible, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when the condemning authority shall take possession of such portion of the Premises, elect to terminate this Lease. In the event of such termination, the provisions of Section 15A, above, shall apply in the same manner as if a total taking of the Premises had occurred, including, without limitation, the provisions of Section 15A regarding any compensation or award for the condemnation or conveyance. In the event that Landlord shall fail to exercise any such election to terminate this Lease, or shall not have any such election hereunder, Landlord shall (1) with reasonable promptness, make necessary repairs and alterations of the improvements on the Premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking, to the extent that such repairs and alterations may be necessary as a result of such condemnation, and (2) be entitled to the entire award for such partial taking and the provisions of Section 15A shall apply with respect thereto. In the event the award for such partial taking is inadequate to make all necessary repairs and alterations in accordance with subparagraph (1) above, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency within 30 days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. If this Lease is not terminated, Tenant's obligation for Fixed Minimum Rent, from and after the date the condemning authority takes possession, shall be reduced to an amount which bears the same proportion to the Fixed Minimum Rent in effect at the time of the condemnation as the total floor area of the building(s) on the Premises following such repairs and alterations bears to the total floor area of the building(s) on the Premises prior to the condemnation.

16. SUBORDINATION AND NON-DISTURBANCE

This Lease and all of Tenant's rights, title and interest in and under this Lease shall, at the option of Landlord, be subject, subordinate and inferior to (a) any ground or underlying leases, (b) any and all mortgages, deeds of trust, collateral assignments of this Lease and similar security instruments (collectively, "Mortgages") and any and all advances made on the security thereof, and (c) the rights of all parties under any sale and leaseback arrangement, and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such leases, Mortgages and/or sale and leaseback

arrangements which Landlord or any grantee, successor or assign of Landlord has or may place upon the Premises or any portion thereof or any of the improvements, fixtures or equipment thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such lease, Mortgage or sale and leaseback arrangement. This provision is intended to include the right of Landlord and its grantees, successors and assigns, any ground lessor and any party to a sale and leaseback arrangement further to encumber the Premises or their interests therein with one or more Mortgages, all of which shall, at the option of Landlord or its grantees, successors or assigns, any such ground lessor or any such party to a sale and leaseback arrangement, be superior to the interest of Tenant hereunder. Alternatively, at the option of Landlord or its grantees, successors or assigns, any mortgagee or other beneficiary of a Mortgage ("Mortgagee") or any ground lessor or any party to a sale and leaseback arrangement, this Lease and the rights of Tenant hereunder may be deemed to be prior and superior to the interests of such party.

In the event that a Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its Mortgage, or in the event of default under any ground or underlying lease or any lease related to a sale and leaseback of the Premises, Tenant's right of possession shall not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant covenants and agrees that upon foreclosure of any Mortgage it will, subject to any contrary provision in such Mortgage, attorn to any Mortgagee or purchaser at the foreclosure sale as its lessor under this Lease and in the case of a default under the terms of any ground or underlying lease or any lease related to a sale and leaseback it will, subject to any contrary provision in such lease, attorn to the lessor thereunder as its lessor under this Lease and, in either such event, this Lease shall, subject to any contrary provision in such Mortgage or lease, continue in full force and effect as a direct lease between Tenant and such party upon all terms, conditions and agreements set forth in this Lease. In the event of the foreclosure of a Mortgage placed on the Premises by a grantee under a sale and leaseback, such attornment shall be required only if, at the time of such foreclosure, the lease related to such sale and leaseback is also in default.

The subordination of this Lease provided in this Section 16 shall, in the event Landlord shall so elect, be automatic and self-operative, and no special instrument of subordination shall be necessary. Notwithstanding the foregoing, Tenant shall, on demand, at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights hereunder to any ground or underlying lease, Mortgage or sale and leaseback arrangement. If Tenant shall fail to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt thereof, Landlord, in addition to any other remedies available to it as a result of such failure, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

17. COMPLIANCE WITH MASTER LEASE

A. Tenant acknowledges and agrees as follows:

(1) (1) Landlord may have its possessory right in the Premises pursuant to a Master Lease Agreement (Master Lease), and in the event Landlord's possessory right is terminated, Tenant's possessory right would likewise terminate. (The term "Master Lease" shall include, without limitation, any and all amendments, modifications, extensions, renewals or substitutions thereto.)

(2) The terms and conditions of this Lease, and the rights of Tenant under this Lease are subject and subordinate to the terms and conditions of the Master Lease.

(3) Tenant agrees to execute, when required by Landlord, a Landlord's Interest Addendum, in substantially the form as attached hereto as Exhibit B.

B. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, replace, substitute or otherwise modify or amend the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

C. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to enter into a new Master Lease at any time during the term of this Lease. Tenant agrees to execute the Landlord Interest Addendum with respect to any new Master Lease and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

D. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease during the term of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the Best Insurance Rating Guide.

E. In the event of any increase in the rent, percentage rent, or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum

Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under this Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under this Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease. In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

F. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

18. QUIET POSSESSION

Tenant, upon paying the Rent herein provided and performing all and singular the covenants and conditions of this Lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises during the term hereof.

19. COMPLIANCE WITH LAW AND RESTRICTIONS

A. Tenant, in connection with any use it may make of the Premises, agrees at all times during the term of this Lease at its own expense to conform to and comply with all federal, state and local laws, ordinances and regulations, and all covenants, conditions and restrictions, whether now or hereafter in force, affecting the use, occupancy condition or configuration of all or any part of the Premises and Tenant's business thereon, including, without limitation, the Americans with Disabilities Act and any state law version of such law. Landlord makes no warranties or representations as to the state of compliance of the Premises, or Business Facilities, or Tenant's actual or intended use thereof with any such laws, ordinances, and regulations (including without limitation any zoning, land use or environmental laws or regulations and any federal, state or industrial health or safety codes) or with any such covenants, conditions and restrictions, and Tenant acknowledges that it has independently investigated same and represents that it will comply therewith. Tenant shall obtain, keep in full force and effect,

and strictly comply with, all governmental licenses and permits which may be required from time to time for Tenant's use and occupancy of the Premises and operation of a Franchised Restaurant thereon. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees or court costs) which result from or arise in connection with any violation of any law, ordinance, regulation, covenant, condition or restriction, whether occasioned by the neglect, omission or willful act of Tenant or any other person on the Premises by permission of or holding under Tenant.

B. Throughout the term of this Lease, Tenant shall comply with and perform all of the obligations of the fee owner or occupant of the Premises pursuant to any and all reciprocal easement agreements, covenants, conditions and restrictions affecting the Premises and pursuant to any articles, charters, by-laws, rules or regulations of any association of owners or occupants of property which includes the Premises. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which result from or arise in connection with any failure of Tenant to comply with such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules and regulations. Without limitation upon the generality of the foregoing, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, any and all assessments, dues, fees, common area maintenance charges and other sums which become due and payable during the term of this Lease in connection with any such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules or regulations or actions of any such association of owners or occupants. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any such assessment, dues, fee, charge or other sum, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such sums which Landlord thus elects to pay or is required to pay. Provided, however, that any such sums which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates.

C. Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications pertaining to the Premises or Tenant's operations thereon which are received by Tenant from any governmental or quasi-governmental entity, any person or entity with actual or alleged power to enforce any covenants, conditions or restrictions affecting the Premises, or any association of owners or occupants of property which includes the Premises.

## 20. ATTORNEYS' FEES

Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damage by reason of alleged breach of any provision of this Lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing

party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

## 21. LIENS AGAINST PROPERTY

Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises. The interest or estate of Landlord in the Premises shall not in any way be subject to any claim of lien or encumbrance whether by operation of law or by virtue of any Mortgage or other express or implied contract by Tenant. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's or materialmen's lien on account of labor or material furnished to Tenant (whether or not delivered to or located on the Premises) or in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

In the event any lien is filed against or attached to the Premises or Tenant's interest therein, at Landlord's option, Tenant shall either pay the amount of said lien in full or shall, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any interest superior to Landlord's interest from any loss by reason of the filing of such lien. Tenant shall immediately pursue in good faith its legal remedies to the end of obtaining removal of said lien.

Tenant shall give Landlord written notice of the commencement of work of any character on or about the Premises at least ten (10) days prior to such commencement. Landlord shall have the right to post and maintain on the Premises such notices of non-responsibility, and to do such other things as may in Landlord's judgment be necessary to protect against such mechanics', laborers' and materialmen's liens as are provided for in the law of the state in which the Premises are located.

## 22. COMPLIANCE WITH FRANCHISE AGREEMENT(S)

Tenant shall comply with and perform all covenants contained in the Franchise Agreement and in any other franchise agreements, leases or other agreements between Landlord (or Landlord’s affiliates) and Tenant, whether or not pertaining to the Premises. Termination, default, or revocation of the Franchise Agreement for any reason, either in whole or in part, or failure of Landlord and/or Landlord's affiliate(s) and Tenant to enter into such Franchise Agreement within ninety (90) days from the date of this Lease, shall terminate this Lease, without further notice being required.

## 23. DEFAULTS OF TENANT

### A. Events of Default.

The following events shall constitute events of default by Tenant under this Lease:

(1) Failure by Tenant to pay any installment of Rent or any other sum required to be paid by Tenant under this Lease, unless Tenant shall cure such failure within five (5) days after demand therefore.

(2) Failure by Tenant to comply with any term, provision or covenant of this Lease, other than provisions pertaining to the payment of money, unless Tenant shall cure such failure within thirty (30) days after demand therefore; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Tenant shall not be deemed to be in default hereunder if Tenant commences such cure within such period and diligently prosecutes the same to completion thereafter.

(3) Default by Tenant under the Franchise Agreement or under any other franchise agreement, lease, note, or other agreement between Tenant and Landlord and/or any of Landlord's affiliates, whether or not pertaining to the Premises.

(4) Tenant's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Tenant by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing.

(5) Tenant's failure generally to pay its debts as they come due, or making of an assignment for the benefit of creditors, or the appointment of a receiver or custodian (permanent or temporary) for any part of Tenant's property by a court of competent jurisdiction.

(6) Abandonment, desertion or vacation of the Premises by Tenant.

B. Rights on Default

Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to all of the rights and remedies available to Landlord at law or in equity, including without limitation the right, with or without termination of the Lease, to each of the following:

(1) Recovery from Tenant of all Rent and other amounts owing hereunder.

(2) Recovery from Tenant of any other amounts necessary or appropriate in order to compensate Landlord for all of the detriment suffered by Landlord as a result of Tenant's failure to perform its obligations under this Lease.

(3) Re-entry and possession of the Premises, and removal of all persons and property therefrom.

(4) Maintenance of an action for recovery of possession of the Premises, without formal demand or re-entry.

(5) Enforcement of any and all lien rights.

(6) Termination of any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or, in Landlord's sole discretion, succession to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the Rent or other consideration receivable thereunder.

Without limitation upon the generality of the foregoing, in the event of an event of default described in Section 23A(4) or Section 23A(5), above, this Lease and the rights of Tenant may be terminated by Landlord without notification to Tenant as if the date of occurrence of such event of default were the expiration date of this Lease, and Tenant expressly waives all rights under the provisions of the Bankruptcy Rules, and consents to such immediate termination of this Lease. Tenant agrees not to seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining the operation of this provision.

The rights and remedies of Landlord as provided in this Section 23B are cumulative, in addition to and not exclusive of any and all other rights or remedies now or hereafter given to Landlord by law or by the terms of this Lease. Any re-entry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of such re-entry. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option contained herein, shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided herein, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, conditions or provisions of this Lease.

## 24. DEFAULTS OF LANDLORD

Landlord shall in no event be in default in the performance of any of Landlord's obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after notice in writing by Tenant to Landlord properly specifying wherein Landlord has failed so to perform; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Landlord shall not be deemed to be in default hereunder if Landlord commences such cure within such period and diligently prosecutes the same to completion thereafter. Landlord's non-performance shall be excused and the time for performance shall be extended for as long as and to the extent that such non-performance is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord.

25. RECORDING OF LEASE

Tenant shall not record this Lease without the written consent of Landlord, however, Landlord, in its discretion, may require recordation of a Memorandum of Lease. Tenant agrees to cooperate in the execution and recordation of such Memorandum of Lease which shall be recorded at Tenant's expense.

26. NOTICES

A. All notices or demands of any kind which Tenant is required to or desires to serve on Landlord with respect to this Lease may be served by personal delivery or by mailing a copy of such notice or demand to Landlord by certified mail, with return receipt requested and postage prepaid, in either case at the place in the United States last designated by Landlord as the place at which notices may be served. Landlord hereby designates 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Franchise Development, as the place at which notices shall be served by personal delivery or by mail. Service by mail or by personal delivery shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

B. All notices or demands of any kind which Landlord is required to or desires to serve on Tenant with respect to this Lease may be served by personal delivery at any location or by mailing a copy of such notice or demand to Tenant by certified mail, with return receipt requested and postage prepaid, addressed to Tenant at the place in the United States last designated by Tenant as the place at which notices may be served, or if no such written designation is then in effect, then addressed to Tenant at the Premises. Tenant hereby designates _____as the place at which notices shall be served. Service by personal delivery shall be effective upon such delivery. Service by mail shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

27. APPLICABLE LAW AND PARTIES BOUND

This Lease shall be construed under the laws of the state in which the Premises are situated and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28. INTERPRETATION

The words “Landlord” and “Tenant,” as used herein, shall include, apply to, bind and benefit, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

The term “Landlord” as used herein shall mean only the owner or owners, at the time in question, of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and, in case of any subsequent transfers, then the grantor in connection therewith) shall be relieved from and after the date of such transfer of all liability as respects Landlord's

obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

Wherever the context so permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular number shall be construed to include the plural.

29. INVALIDITY

In the event that any term, provision, condition or covenant or any part thereof contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant or any part thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants and parts thereof in this Lease shall be deemed to be valid and enforceable.

30. CAPTIONS

The headings and captions contained in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provisions herein contained.

31. ESTOPPEL CERTIFICATES

Tenant shall at any time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or any lender of Landlord.

Tenant's failure to deliver such statement within such time shall constitute a material default of this Lease without any further notice to Tenant. At Landlord's option, such failure may also be deemed conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance hereunder, and (iii) not more than one (1) month's Fixed Minimum Rent has been paid in advance.

32. ADDITIONAL RENT

All monetary obligations of Tenant to Landlord under this Lease shall be deemed to be Rent hereunder.

33. BROKERS

Landlord and Tenant each hereby represent and warrant to the other that it has not engaged or dealt with any broker, finder or other agent in connection with its entry into this Lease or the transactions contemplated hereby, other than as expressly disclosed in writing prior to the execution of this Lease. Landlord and Tenant each hereby indemnify and hold the other harmless from and against all claims, demands, losses, liabilities, obligations, costs or expenses (including without limitation attorneys' fees and court costs) incurred by the indemnified party in connection with any claim or demand by any person or entity for any broker's, finder's or other fee or commission in connection with the entry by the indemnifying party into this Lease and the transactions contemplated hereby.

34. RIGHT OF INSPECTION

Landlord shall have the right, exercisable without notice and without liability to Tenant for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for offsets or abatement of Rent, to enter the Premises at all reasonable times during the term of this Lease for the purpose of inspecting the same, or making such repairs or replacements therein as may be required by this Lease or as Landlord may deem appropriate; provided that Landlord shall use all reasonable efforts not to disturb Tenant's use and occupancy and shall, when practical, give Tenant prior notice of such repairs.

35. ENTIRE AGREEMENT

This Lease, together with any Exhibits or addenda attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith.

36. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and any successor Landlord hereunder) to Tenant shall be limited to the interest of Landlord in the building, and Tenant agrees to look solely to Landlord’s interest in the building for the recovery of any judgment or award against the Landlord, it being intended that neither Landlord nor any member, principal, partner, shareholder, officer, director or beneficiary of Landlord shall be personally liable for any judgment or deficiency.

37. HOLDING OVER

If Tenant fails to vacate the Premises at the end of the term of this Lease, then Tenant shall be a tenant at will and, in addition to Percentage Rent due and payable under this Lease during the holdover period, Tenant shall be obligated to pay Fixed Minimum Rent equal to two hundred percent (200%) of the Fixed Minimum Rent payable during the last month of the term. No payments of money paid by Tenant to Landlord following the expiration of the Lease shall reinstate the term, and the term shall not be extended unless it is in writing and signed by Landlord and Tenant.

38. GUARANTY

Tenant represents and warrants that all Owners (as defined below) and their spouses, if required by Company, have executed, simultaneously with Tenant's execution of this Lease, the form of Guaranty attached hereto and incorporated herein by this reference as Exhibit C. For the purposes hereof, "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year shown opposite their respective signatures herein below.

Executed by Tenant this
____ day of _____, 20___

"Tenant"

By: _____

Executed by Landlord this
____ day of _____, 20___

"Landlord"

JACK IN THE BOX PROPERTIES, LLC,
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
Vice President]

# EXHIBIT A

# PROPERTY DESCRIPTION

EXHIBIT B

LANDLORD'S INTEREST ADDENDUM

(SUBLEASE)

This Addendum is incorporated within to that certain Lease Agreement for a JACK IN THE BOX Franchised Restaurant (the "Lease") by and between JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) (hereinafter "Landlord") and , (hereinafter "Tenant"), dated _____, 20__. Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Lease. In the event of any conflict between this Addendum and the Lease this Addendum shall prevail.

1. LANDLORD'S INTEREST IN PREMISES: Landlord is the lessee of the Premises under a certain lease, (hereinafter "Master Lease") between ,(hereinafter "Master Lessor") and , dated _____, 20___, a copy of which, together with amendments dated _____, 20___, is attached hereto and incorporated herein by reference. The Lessee's interest under said Master Lease now vests in Landlord.

2. COMPLIANCE WITH MASTER LEASE: Tenant acknowledges and agrees that the terms and conditions of this Lease, and the rights of Tenant under this Lease, are subject and subordinate to the terms and conditions of the Master Lease and any subsequent amendments, modifications, extensions, renewals or substitutions thereto. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, or otherwise amend, modify, extend, renew or substitute the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such amendments, modifications, extensions, renewals or substitutions to the Master Lease, and(or) Landlord's failure to notify Tenant thereof. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease, as of the date of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the A.M. Best Insurance Rating Guide.

In the event of any increase in the rent, percentage rent or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the

same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under the Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under the Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under the Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease.

In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

3. TENANT'S INDEMNITY: Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

4. LESSEE'S STATEMENTS AND CERTIFICATES: Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, estoppel certificates, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Master Lessor under the terms of the Master Lease. All certificates or policies of insurance required under this Lease or under the Master Lease shall name Master Lessor as co-insured or additional insured, as the case may be, and all rights of Tenant to insurance proceeds and condemnation awards under this Lease shall be subject to the rights of Master Lessor under the Master Lease.

5. NOTICES: Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications received by Tenant from the Master Lessor, and to promptly notify Landlord of any failure by Master Lessor to perform its obligations under the Master Lease.

6. ENFORCEMENT OF LANDLORD'S RIGHTS UNDER MASTER LEASE: It is hereby acknowledged that Master Lessor may have certain obligations under the Master Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes,

assessments and special charges and impositions, restore, replace and/or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Lease. If said obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Master Lessor's obligations, but Landlord shall not be in default or breach of any of its covenants and duties under this Lease or liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Master Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction thereto by fire or any other cause, Landlord's obligations under this Lease are conditioned upon Landlord obtaining the cooperation and approval of Master Lessor, as the same may be required, and the compliance of Master Lessor with all of Master Lessor's duties under the Master Lease; and Landlord shall not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to default or breach of the Master Lease.

7. INTENT OF THE PARTIES: It is the intent of the parties to hereby create a sublease between Landlord and Tenant and not to effect an assignment of the Master Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and the fee title in the event that either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and shall determine the rights, duties, and obligations of the parties.

Executed by Tenant this
_____, 20___

"Tenant"
By: _____

Executed by Landlord this
_____, 20___

"Landlord"
JACK IN THE BOX PROPERTIES, LLC
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
[Vice President]

EXHIBIT C

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution of a certain Lease Agreement, of even date herewith and concurrently herewith ("Lease"), covering certain premises more particularly described in the Lease, the creation of the tenancy under said Lease and the extension of credit by "Landlord" (as defined in the Lease) to _____ ("Tenant"), and for the purpose of inducing Landlord to enter into such Lease, each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors"), absolutely, unconditionally and personally, does hereby jointly and severally (as to Tenant and among the Guarantors) guarantee to Landlord, its successors and assigns, the full and prompt payment when due, of all rents, charges and additional sums coming due under said Lease, together with the performance of all covenants and agreements of Tenant therein contained and together with the full and prompt payment of all damages that may arise or be incurred by Landlord in consequence of Tenant's failure to perform such covenants and agreements (all such obligations hereinafter collectively referred to as "Liabilities"), such payment and performance to be made or performed by Guarantor forthwith upon a default by Tenant.

In the event of the death, incompetency, dissolution, bankruptcy or insolvency of Tenant, or the inability of Tenant to pay debts as they mature, or an assignment by Tenant for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Tenant alleging that Tenant is insolvent or unable to pay debts as they mature, or Tenant's default under this Lease, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, Guarantor agrees to pay to Landlord upon demand, the full amount which would be payable hereunder by Guarantor if all Liabilities were then due and payable.

This Guaranty shall be an absolute and unconditional guaranty and shall remain in full force and effect as to Guarantor during the demised term of said Lease, and any renewal or extension thereof, and thereafter so long as any Liabilities remain due and payable even though the demised term or any renewal or extension thereof shall have expired. An Assignment of said Lease or any subletting thereunder shall not release or relieve Guarantor from its liability hereunder.

Landlord may, from time to time, without notice to Guarantor: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange said Lease or any of the Liabilities, (d) release, waive or compromise any liability of any of Guarantor hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (e) release or impair any security interest or lien, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (f) resort to Guarantor for payment of

any of the Liabilities, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of Guarantor or against Tenant or any other party primarily or secondarily liable on any of the Liabilities. No such action or failure to act by Landlord shall affect Guarantor's liability hereunder in any manner whatsoever. Any amount received by Landlord from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect. 5. The written acknowledgment of Tenant, accepted in writing by Landlord, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Tenant, shall be conclusive and binding on the undersigned Guarantors.

Guarantor hereby waives: (a) notice of the acceptance of this Guaranty; (b) notice of the existence, creation, amount, modification, amendment, alteration or extension of the Lease or all or any of the Liabilities, whether or not such notice is required to be given to Tenant under the terms of the Lease; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (d) any benefit of valuation, appraisement, homestead or other exemption law, now or hereafter in effect in any jurisdiction in which enforcement of this Guaranty is sought; and (e) all diligence in collection, perfection or protection of or realization upon the Liabilities or any portion thereof, any obligation hereunder, or any security for any of the foregoing.

No delay on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no final or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercises of any other right or remedy.

The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired by reason of any action which Landlord may take or fail to take against Tenant or by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in said Lease, or otherwise, or by reason of the bankruptcy or insolvency of Tenant and whether or not the term of said Lease shall terminate by reason of said bankruptcy or insolvency.

This Guaranty shall be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor and shall be governed by the laws of the State of California. Sole and proper venue for any action or proceeding to enforce or interpret this Guaranty will be in San Diego, California.

If Landlord is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplated of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Landlord for any of the above listed costs and expenses incurred by it.

If this Guaranty is executed by a corporation, association, partnership (general or limited), joint venture, syndicate, trust or any other type of organization other than individuals, the individual signatories hereto represent and warrant that they, and each of them, are duly authorized to execute this Guaranty for and on behalf of such organization and that such organization is the sole owner of all ownership interest in Tenant. This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S):

By: _____ Date: _____
Name: Franchise Operator

By: _____ Date: _____
Name: Guarantor

By: _____ Date: _____
Name: Guarantor

**[To be used in Build to Suit Scenarios]**

**JIB No. ____**

**RENT ADDENDUM**

**This Addendum to Franchise Lease Agreement ("Addendum") is attached to and entered into concurrently with that certain Lease Agreement, dated _____, by and among JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) ("Company" or "Landlord"), as landlord, and _____ (collectively, "Tenant" or "Franchisee(s)"), as tenants. If there is any conflict between the provisions of this Addendum and the terms of the Lease, this Addendum will control. Unless otherwise defined herein, all capitalized terms in this Addendum shall have the meaning(s) ascribed to them in the Lease.**

**1. RECITALS. This Addendum is made and entered into with reference to the following facts and circumstances:**

**a. Landlord and Tenant are parties to that certain Development Agreement, dated _____ ("Development Agreement"), pursuant to which Landlord agreed to construct certain restaurant improvements at the Premises, as described in and according to the terms and provisions of such Development Agreement.**

**b. The parties now desire to enter into this Addendum to set forth and implement the rent structure contemplated in the Development Agreement for the Premises.**

**2. LAND AND BUILDING RENT. Landlord and Tenant agree and acknowledge that: (i) the total amount of the "Land Rent" (as defined in the Development Agreement) is $_____; and (ii) the total amount of the "Building Rent" based upon the "Development Costs" (as such terms are defined in the Development Agreement) is $_____. Pursuant to the terms of the Development Agreement, Tenant shall pay Land Rent and Building Rent, as set forth on Schedule 1, attached hereto and incorporated herein by this reference (such Land Rent and Building Rent shall be collectively referred to herein as "Fixed Minimum Rent"). Such Fixed Minimum Rent shall be payable to Landlord in equal monthly installments, beginning on the Commencement Date and continuing throughout the term of the Lease, without set off or deduction and otherwise pursuant to the provisions of the Lease.**

**3. NO OTHER CHANGES. Except as set forth herein, the terms and conditions of the Lease remain in effect and unmodified.**

**LANDLORD:**

**(JACK IN THE BOX PROPERTIES, LLC ),**

**By: _____**
**Title: _____**
**Date: _____**

**[OR**
**JACK IN THE BOX INC.**

**By: _____**
**Title: _____**
**Date: _____]**

**TENANT:**

**_____**
**Date: _____**

# EXHIBIT K

## GENERAL RELEASE OF ALL CLAIMS

## GENERAL RELEASE OF ALL CLAIMS

**THIS GENERAL RELEASE OF ALL CLAIMS** ("Release") is entered by _____ ("Franchisee") and _____ ("Guarantors") as of _____, 20__ in favor of Different Rules LLC ("Company").

## RECITALS

Franchisee and Guarantors (collectively "Releasor"), hereby releases and forever discharges Different Rules, LLC, its officers, directors, agents, employees, subsidiaries, affiliates, parents, and predecessors from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Releasor may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law; or (ii) under any state or federal security, blue sky or similar law; or (iii) in connection with allowances, discounts or compensation of any type received by Different Rules, LLC from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

> **1542 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

*By signing this Release of All Claims, Releasor is giving up all rights under Section 1542 and any similar provision of any state.*

This release contains the entire agreement among the parties hereto concerning the subject matter hereof.

The undersigned hereby certify that they have read all provisions of this Release and the quoted California Civil Code Section, that they are represented by counsel, and have been advised or been afforded the opportunity to be advised of the effect of the provisions of this Release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Release freely and without duress.

*This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.*

_____ Dated: _____
[FRANCHISEE]

_____ Dated: _____
[FRANCHISEE]

[ENTITY NAME],
a [STATE OF INCORPORATION] corporation

By: _____ Dated: _____
[FRANCHISEE], President

By: _____ Dated: _____
[FRANCHISEE], Secretary

Add guarantors if any.

# EXHIBIT L

## MARKET PULSE MEETING PARTICIPATION AGREEMENT

## MARKET PULSE MEETING PARTICIPATION AGREEMENT

Different Rules, LLC ("Company") holds regular Market Pulse Meetings with Franchise Operators within each given geographical area/market for the purpose of collaborating, at the market level, to grow restaurant sales, market share, and profits, with a focus on what is controllable at the restaurant level. The Company aggregates performance and financial data, which is then provided to the teams to assist with assessing their performance versus the rest of the market, the system, and the competition. During the Market Pulse Meetings, the teams also compare performance against operations metrics/lead measures, and share local media plans. Markets consist of franchise and Company locations (where applicable) in the same geographical area.

I agree to participate in the Market Pulse Meetings for the markets in which my restaurant(s) is/are located.

I understand that participating in the Market Pulse Meetings means that my sales, transaction level details, profit, and other performance and financial data will be shared by Company with other participants in the Market Pulse Meetings.

FRANCHISEE

Print name: _____

By: _____

Title: _____

Date: _____

# EXHIBIT M

## EQUIPMENT BROKERAGE AGREEMENT

Date:_____

# EQUIPMENT BROKERAGE AGREEMENT

Franchisee: _____

Operator: _____

Broker: DIFFERENT RULES, LLC
9357 SPECTRUM CENTER BLVD
SAN DIEGO, CA 92123

1. RECITALS
Different Rules, LLC ("Franchisor") purchases certain equipment, furniture, fixtures and décor items from various vendors for its own use. For the convenience of its franchisees, Franchisor also acts as a broker for franchisees for the purchase of the following categories of equipment on a select basis: (i) general replacement equipment and décor items; (ii) menu development and Operations Improvement System (OIS) equipment; and (iii) custom-fabricated items (collectively, the "Equipment").

The franchisee referenced above ("Franchisee") may want Franchisor to act as a broker for the purchase of Equipment. Franchisor is willing to do so under the terms and conditions set forth in this Agreement.

2. COMMENCEMENT DATE
This Agreement is valid from the date written above until terminated by either party pursuant to Paragraph 3 below.

3. TERMINATION
Either Franchisor or Franchisee may terminate this Agreement, with or without cause, effective upon written notice to the other party. This Agreement terminates automatically if Franchisee ceases to be a Jack in the Box franchisee.

The rights and obligations of the Parties with respect to transactions originated before the termination of this Agreement survive termination.

4. EQUIPMENT AVAILABLE FOR PURCHASE AND PRICES
Franchisor will provide Franchisee a written description of any Equipment it is willing to purchase on Franchisee's behalf, and the prices and specific payment terms relating to that Equipment. Franchisor agrees to purchase that Equipment on Franchisee's behalf in accordance with those terms and the terms of this Agreement.

5. EQUIPMENT ORDERS
Franchisee must provide Franchisor with a written request for each Equipment order in the form required by Franchisor ("Order"). The terms, conditions and provisions of this Equipment Brokerage Agreement shall be in full force and effect for each such Order.

Receipt of an Order from Franchisee constitutes: (i) Franchisee's authorization for Franchisor to enter into binding agreements to purchase the Equipment on behalf

of Franchisee; and (ii) Franchisee's agreement to promptly pay the listed price of the Equipment, Franchisor's mark-up for brokerage services, all freight, taxes and other fees in connection with the purchase of the Equipment.

6. CANCELLATION OF ORDER

Franchisee may not cancel or modify an Order that has been delivered to Franchisor, except at the sole discretion of Franchisor. Any agreement between Franchisee and Franchisor to cancel or change an Order must be in writing and signed by Franchisor. If Franchisor agrees to accept a cancellation or modification of an Order, Franchisee nevertheless must pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

7. PAYMENT TERMS AND FEES

Franchisee will pay Franchisor a broker fee in the amount of eight percent (8%) of the purchase price of the Equipment ordered. Payment terms will be Net 21 days.

8. TAXES

Franchisee must pay all federal, state, municipal or other political subdivision excise, sales, use, property, purchase, lease, possession or other taxes now in force or enacted in the future required to be collected by Franchisor on account of Equipment or services furnished to Franchisee, except for federal or state taxes based upon Franchisor's net income. Franchisee will pay any such taxes upon demand.

9. FRANCHISEE AUTHORIZED PERSONNEL

The "Authorization" attached as Exhibit A, lists the individuals (other than the Franchise Operator) authorized to order Equipment on Franchisee's behalf. Franchisee may change the Authorization only by written notice to Franchisor, which will be effective upon receipt. Any change to the Authorization will not be effective for any Orders received, purchases otherwise made or expenses incurred by Franchisor pursuant to the direction of a person previously listed on the Authorization. Franchisee is liable for performance of agreements entered into by, and payment of all charges for all Equipment ordered by or delivered to, individuals listed on the Authorization.

10. SITE PREPARATION, PERMITS, FEES AND INSTALLATION

Franchisee is responsible for preparing the restaurant site as necessary for the Equipment to be installed, including adding or altering electrical connections. Franchisee is also responsible for properly installing the Equipment, obtaining any necessary permits, inspections, safety tests and licenses. Franchisor's sole responsibility is to purchase the Equipment ordered by Franchisee.

11. FORCE MAJEURE

Franchisor will not be liable to Franchisee for delayed purchase or delivery, or non-delivery, of Equipment due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply or any similar or different contingency beyond its control that would make performance commercially impracticable, whether or not the contingency is of the same class as those previously enumerated.

12. LIABILITY

Except as otherwise provided in this Agreement, Franchisee assumes all liability, including but not limited to the entire Risk of Loss in the event of disappearance, theft, destruction of or damage to the Equipment from any cause whatsoever (all

referred to as a “Casualty Occurrence”) from the time Equipment is shipped from the Manufacturer or Distributor or other third party. No such Casualty Occurrence will relieve Franchisee of the obligation to make payments under this Agreement, or of meeting any other obligation under this Agreement.

Franchisor is not responsible for expenses, losses or any damages of any nature due to Equipment failure caused by defects in material or workmanship. Franchisee's sole remedy, if any, lies with the Manufacturer, Distributor or other third party from whom Franchisor purchased the Equipment on Franchisee’s behalf.

13. INDEMNITY

Franchisee hereby agrees to indemnify Franchisor against, and to hold Franchisor harmless from, any and all claims, actions, damages, attorneys fees, obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrine of strict liability or by operation of law) arising out of the manufacture or condition of the Equipment, or the purchase, lease, loan, delivery, possession, operation, use of return of the Equipment. The provisions of this paragraph survive termination of this Agreement with respect to events occurring prior to such termination.

14. NO WARRANTIES BY DIFFERENT RULES, LLC

DIFFERENT RULES, LLC MAKES NO ORAL, STATUTORY OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT OR THE SALE, DELIVERY, INSTALLATION, OPERATION OR USE THEREOF. DIFFERENT RULES, LLC NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. DIFFERENT RULES, LLC IS NOT THE MANUFACTURER, DISTRUBUTOR OR SUPPLIER OR THE EQUIPMENT, BUT SIMPLY AGREES TO ACT AS AGENT FOR FRANCHISEE UNDER THIS AGREEMENT AS AN ACCOMMODATION. DIFFERENT RULES, LLC MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS, AND AS TO DIFFERENT RULES, LLC, FRANCHISEE ACKNOWLEDGES THAT THIS EQUIPMENT IS ENTIRELY SUITABLE FOR HIS/HER PURPOSES.

15. SECURITY INTEREST IN EQUIPMENT

Upon Franchisor's acceptance of an Order for any Equipment purchase, Franchisee is indebted to Franchisor for (i) the principal amount of the purchase price as specified on the Order; (ii) the amount of the mark-up compensation for Franchisor’s services; and (iii) in the amount of all freight charges, taxes and other fees incidental to the purchase and delivery of the Equipment ordered, (all of which is collectively referred to as the “Purchase Price”). To secure such indebtedness and all extensions and renewals thereof, Franchisee hereby grants to Franchisor a security interest in the Equipment described on the Order, together with the proceeds of the sale of the Equipment, any replacements, accessions or additions thereto (which property is for the purposes of this section hereinafter referred to as the “Collateral”).

Until the Purchase Price is paid in full, Franchisee warrants that Franchisee (a) will properly maintain, repair and preserve the Collateral and insure the same against loss; (b) will pay all taxes that may become a lien on the Collateral; (c) will not sell, contract to sell, lease, encumbrance or other dispose of the Collateral nor change its physical location from the Jack in the Box restaurant premises to which it was delivered; (d) will sign any additional agreements, assignments or documents that

may be deemed necessary or advisable by Franchisor to effectuate the purpose of this Agreement and the protection of the Collateral.

16. DELINQUENT PAYMENTS

If any payment to Franchisor required under this Agreement is not paid by its due date, Franchisee agrees to pay interest at the then-current rate established by Franchisor under its Franchise Payment Policy or the maximum rate permitted by law, whichever is less. Additionally, if Franchisee does not pay the invoice by the due date, Franchisee is obligated to pay any collection and legal expenses, including attorneys' fees, necessary to obtain full payment of the invoice amount. Franchisor's acceptance of any payment less than the full amount of any invoice will not constitute a waiver of Franchisor's right to collect the balance, and will not be deemed satisfaction of Franchisor's claim.

17. REMEDIES UPON DEFAULT

In the event of: (a) any failure by Franchisee to pay when due any payment required by this Agreement, (b) any failure by Franchisee to perform or comply with any other obligations under this Agreement, or (c) any loss or theft of any purchased Equipment for which Franchisor is not yet fully paid, or substantial damage or destruction to such Equipment, or issuance of any lien, levy, attachment, garnishment or judicial process relating to such Equipment; (d) any use or intended use of Equipment other than in Jack in the Box restaurants in the context of normal restaurant operations; (e) any insolvency, bankruptcy, business failure, assignment for the benefit of creditors of the appointment of a receiver for Franchisee or its property, or a bulk transfer of Franchisee's Equipment, furniture, fixtures, inventory or other personal property, (f) Franchisor deeming itself insecure, believing in good faith that the prospect of payment of indebtedness under this Agreement or of performance of this Agreement is impaired; (g) any default under the terms of any Franchise Agreement or Lease Assignment between Franchisor or its affiliates and Franchisee or its affiliates, Franchisor will have the following remedies:

Franchisor may exercise any and all rights and remedies granted a secured party under the Uniform Commercial Code, including seizure and sale. Seizure shall be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned thereby. In the event of seizure and sale of any Equipment hereunder by Franchisor, it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees, second to service charges on past due payments and third to other amounts due; thereafter any surplus will be paid to Franchisee or such other person as may be entitled thereto. Franchisee will remain liable for any deficiency, which shall pay to Franchisor immediately upon demand.

18. DIFFERENT RULES, LLC FAILURE TO PERFORM - LIQUIDATED DAMAGES

It is agreed that it is impractical if not impossible to fix the actual damages, if any, that may proximately result from a failure on the part of Franchisor to perform any of its obligations under this Agreement. It is further agreed that if Franchisor is found liable to Franchisee for loss or damage due to a failure to perform in any respect, even if due to Franchisor's negligence, Franchisor's liability will be limited to a sum equal to ONE HUNDRED DOLLARS ($100), as liquidated damages and not as a penalty and that this liability is exclusive and in no event will Franchisor be liable for any special, incidental or consequential damages, loss of profit, data or any other losses whatsoever.

19. NOTICES

Any notice required under this Agreement will be deemed duly given if put in writing and delivered personally or mailed by first class mail, postage prepaid, to Franchisor at the addresses given on the first page of this Agreement (or different mailing address if provided to Franchisee in writing), and to Franchisee at the last mailing address Franchisee or Operator provided to Franchisor in writing.

20. ASSIGNMENT

This Agreement is not assignable by Franchisee without the prior written consent of Franchisor. Any such attempted assignment shall be void. This Agreement is assignable by Franchisor at any time.

21. ENTIRE AGREEMENT

It is specifically understood and agreed that all understandings between the parties relating to this Agreement are merged in this Agreement, which constitutes the entire agreement between Franchisee and Franchisor relating to brokerage of Equipment, and neither party relies upon any statement or representation that is not in this Agreement. No check list, instruction or summary provided to Franchisee by Franchisor will modify the terms and conditions of this Agreement, or affect Franchisee's responsibilities to Franchisor as defined in this Agreement.

22. MODIFICATION

This Agreement can be modified only by a written agreement signed by persons authorized to sign agreements on behalf of Franchisee and Franchisor.

23. SEVERABILITY

If any part of this Agreement is adjudged by a Court of competent jurisdiction to be invalid, such judgment will not affect the validity of the remainder of this Agreement.

24. WAIVER

No failure on the part of either party to exercise, nor delay in exercising, any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege; nor will any single or partial exercise of any right, power or privilege under this Agreement preclude further exercise of such right or any other right under this Agreement.

25. CAPTIONS

The captions herein are for convenience only and do not define or in any way limit any of the terms of this Agreement.

26. JOINT AND SEVERAL LIABILITY

If more than one Franchisee is named in this Agreement, the liability of each is joint and several.

27. NOT A CONSUMER CONTRACT

Franchisee represents that the Equipment is being purchased for business purposes and agrees that under no circumstances shall this Agreement be construed as a consumer contract.

**BROKER:**

**DIFFERENT RULES, LLC**

By: _____
Title: _____
Date: _____

**FRANCHISEE:**

_____
(Print Name)

By: _____
(Signature)
Date: _____

## EXHIBIT A

## AUTHORIZATION

Names of individuals (in addition to the Operator of the franchised restaurant) who are authorized to purchase equipment for Franchisee under terms of the Jack in the Box Equipment Brokerage Agreement:

Effective Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Franchise Operator signature)
Date: _____

_____ (Franchise Operator printed name)
Date: _____

This authorization is effective until written revocation is received by Different Rules, LLC.

**EXHIBIT N**

**TECHNOLOGY SYSTEMS AND TECHNOLOGY SERVICES TERMS AND CONDITIONS**

**JACK IN THE BOX**

**TECHNOLOGY SYSTEMS AND TECHNOLOGY SERVICES**

**TERMS AND CONDITIONS**

[FRANCHISEE ENTITY], a [STATE] [limited liability company / corporation] ("you" or "Franchisee") has / have entered into a separate agreement or separate agreements (each a "Franchise Agreement") whereby DIFFERENT RULES, LLC, a Delaware limited liability company ("Franchisor") has granted Franchisee the right and license to operate one or more franchised JACK IN THE BOX® branded restaurants ("Restaurant" or "Restaurants").

Franchisor requires the use of a Technology System, as defined in your Franchise Agreement, and Technology Services, as defined in your Franchise Agreement. You acknowledge that the need for and use of technology in the operation of the Restaurants and the operation of the JACK IN THE BOX franchise system and network of JACK IN THE BOX restaurants is dynamic and is likely to change and evolve over time, and therefore the Technology System, the requirements under the Technology System, the Technology Services, and the costs to support the Technology System and Technology Services will change over time. You wish to (a) use the Technology System and its various components, including as they may change and evolve over time; (b) use and receive the Technology Services; and (c) procure and/or lease certain hardware, software, equipment, and/or services from Franchisor and/or a Franchisor-approved third-party vendor.

In order to do so, you must be bound by the terms and conditions set forth herein ("Terms and Conditions"), which may be updated from time to time by Franchisor in Franchisor's discretion.

**1. Permitted Use**

1.1. Franchisee will not use the Technology System and/or Technology Services for any purpose that is unlawful or prohibited by these Terms and Conditions or the Franchise Agreement. Franchisee may not use the Technology System and/or Technology Services in any manner which could damage, disable, overburden, or impair the Technology System and/or Technology Services in any way or interfere with any other party's use of the Technology System and/or Technology Services. Franchisee may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Technology System and/or Technology Services.

1.2. Any and all licenses granted to Franchisee in connection with the Technology System and Technology Services are nonexclusive, non-assignable, and nontransferable.

1.3. This Permitted Use section pertains to any individual authorized by Franchisee to access the Technology System and/or Technology Services ("User").

## 2. Fees and Invoicing

2.1. **Invoices**. Franchisor will invoice Franchisee as required in connection with the Technology System and Technology Services in accordance with Franchisor's standard invoicing procedures. All payments will be paid to Franchisor by ACH or such other method specified by Franchisor in writing, so as to constitute immediately available funds. All payments will be paid free and clear of all claims, demands, or setoffs against Franchisor. Franchisor may alter the method of invoicing and/or payment under these Terms and Conditions upon thirty (30) days' advance written notice to Franchisee.

2.2. **Franchisor Credit Approval**. Franchisor may extend credit terms to Franchisee for any lease, purchase or offer of services made to Franchisee under these Terms and Conditions. Franchisor will only lease, procure equipment, or provide services upon approval and extension of credit terms to Franchisee. Franchisor's credit approval may be withdrawn at any time.

2.3. **Franchisor as Billing Agent**. In some cases, Franchisor may act as a billing agent for a third-party to send invoices to and accept payments from Franchisee. If Franchisor is a billing agent for a third-party, such payments must be made in accordance with the terms of these Terms and Conditions.

2.4. **Third Party Invoicing**. In some cases, Franchisee may be invoiced directly by third-party vendors approved by Franchisor. If Franchisee is invoiced directly by a third-party, Franchisee must make payments in accordance with the terms and conditions required by that third-party vendor.

## 3. Disclaimer of Other Guarantees / Warranties

3.1. **AS TO THE TECHNOLOGY SYSTEM**. Franchisor is not responsible for failures in the Technology System. Franchisor will not be liable for expenses, losses or any damages of any kind, including but not limited to the repair or replacement expenses, lost credit card sales, or lost profits in connection with or directly or indirectly resulting from such failures. Franchisee's sole remedy, if any, lies with the manufacturer, distributor or other third-party from whom Franchisor obtained or accessed any part of the Technology System.

3.2. **AS TO THE SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM,** FRANCHISEE ASSUMES RESPONSIBILITY FOR THE SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM. ALL SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM, IS PROVIDED "**AS-IS**" AND NEITHER FRANCHISOR NOR THE PROVIDER OR AUTHOR OF THE SOFTWARE, TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM, MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM, IS WITH FRANCHISEE. NEITHER FRANCHISOR NOR THE PROVIDER OR AUTHOR OR THE SOFTWARE TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM WARRANT THAT THE

FUNCTIONALITY CONTAINED IN ANY SOFTWARE, TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM, WILL MEET ALL OF FRANCHISEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE, TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM, WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. **AS TO EQUIPMENT LEASED FROM FRANCHISOR OR PURCHASED THROUGH FRANCHISOR**, FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY HARDWARE, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT. THE EQUIPMENT IS PROVIDED "**AS-IS.**" FRANCHISEE ASSUMES RESPONSIBILITY FOR THE EQUIPMENT TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY EQUIPMENT. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. FRANCHISOR IS NOT THE MANUFACTURER, DISTRIBUTOR OR SUPPLIER OF ANY EQUIPMENT, BUT IS AGREEING TO ACT AS AGENT FOR THE FRANCHISEE UNDER THESE TERMS AND CONDITIONS AND ONLY AS AN ACCOMODATION TO FRANCHISEE.

3.4. **AS TO TECHNOLOGY SERVICES PROVIDED BY FRANCHISOR**, FRANCHISOR AND ITS EMPLOYEES OR AGENTS HEREBY DISCLAIM ANY AND ALL ORAL, STATUTORY OR IMPLIED WARRANTIES FOR TECHNOLOGY SERVICES COVERED BY THESE TERMS AND CONDITIONS. NEITHER FRANCHISOR NOR ANY OF ITS EMPLOYEES, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY OR REPRESENTATION OF THE RESULTS TO BE OBTAINED FROM ANY TECHNOLOGY SERVICES UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS THAT THE TECHNOLOGY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL RESOLVE PROBLEMS, LOCATE FAULTY EQUIPMENT OR ISOLATE ERRORS IN THE EQUIPMENT. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME ON BEHALF OF FRANCHISOR, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TECHNOLOGY SERVICES.

3.5. EACH OF THE FOREGOING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## 4. Limitations on Liabilities and Remedies for Default

4.1. **Technology Services**. With respect to the performance or non-performance of Technology Services provided by Franchisor to Franchisee, Franchisee's exclusive remedy is for Franchisor to take reasonable efforts to address the performance or non-performance, but Franchisor's liability, if any to Franchisee shall be limited to the amounts set forth in Section 4.5.

4.2. IN NO EVENT WILL FRANCHISOR, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST SALES, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF TECHNOLOGY SERVICES PROVIDED BY FRANCHISOR, TECHNOLOGY SERVICES FRANCHISOR FAILED TO PROVIDE, USE OR INABILITY TO USE ANY SOFTWARE, ANY TECHNOLOGY SERVICES PROCEDURES PERFORMED AT FRANCHISEE'S REQUEST OR OTHERWISE, OR FOR THE TECHNOLOGY SYSTEM OR ANY COMPONENT THEREOF. THIS APPLIES EVEN IF FRANCHISOR, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

4.3. IN NO EVENT SHALL FRANCHISOR BE RESPONSIBLE FOR ANY DAMAGES OR CLAIMS IN CONNECTION WITH RESIDENT DATA OR DATA ERASURE, INCLUDING WITHOUT LIMITATION, THE SUFFICIENCY OF ANY DATA ERASURE PROCEDURES OR SERVICES, ANY ALLEGED OR ACTUAL VIOLATION OF PRIVACY LAWS, LOST OR COMPROMISED PROPRIETARY INFORMATION, LOSS OF SALES, LOSS OF PROFITS, BUSINESS OR USE, OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND FRANCHISEE SHALL INDEMNIFY, DEFEND AND HOLD FRANCHISOR HARMLESS FROM AND AGAINST ANY SUCH DAMAGES AND CLAIMS. FRANCHISOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO DATA ERASURE OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DATA ERASURE PROCEDURES OR SERVICES.

4.4. FRANCHISOR WILL NOT BE LIABLE, TO ANY EXTENT WHATSOEVER, FOR THE SELECTION, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, FITNESS, OPERATION OR PERFORMANCE OF THE TECHNOLOGY SYSTEM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISOR WILL NOT BE LIABLE TO FRANCHISEE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY IN TORT) CAUSED, DIRECTLY OR INDIRECTLY, BY THE TECHNOLOGY SYSTEM OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO; OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY PART THEREOF, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED EXCEPT THAT FRANCHISOR WILL BE LIABLE FOR ANY SUCH LOSS OR DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OF FRANCHISOR, OR ITS AGENTS AND REPRESENTATIVES. AS TO FRANCHISOR, FRANCHISEE ACKNOWLEDGES THAT THE TECHNOLOGY SYSTEM PROVIDED IS ENTIRELY SUITABLE FOR FRANCHISEE'S PURPOSES.

4.5. THE LIABILITY OF FRANCHISOR TO FRANCHISEE FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO PERFORMANCE OR NON-PERFORMANCE OF TECHNOLOGY SERVICES PROVIDED BY FRANCHISOR TO FRANCHISEE, AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE LESSER OF:

a. ONE THOUSAND DOLLARS ($1,000.00); OR,

b. THE ANNUAL SERVICE FEE FOR THE TECHNOLOGY SERVICES THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES; OR,

c. THE MONEY OTHERWISE PAID BY FRANCHISEE FOR THE TECHNOLOGY SERVICES THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES.

4.6. The above limitation may not apply in states and/or jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages.

**5. Default; Remedies Upon Default**

5.1. **Default by Franchisee**. The occurrence of any one or more of the following events shall constitute a default by Franchisee:

5.1.1. any failure to pay when due any payment and such failure continues for a period of ten (10) days; or,

5.1.2. any failure by Franchisee to perform or comply with any other term, covenant, condition or obligation under these Terms and Conditions or the inaccuracy in any material respect of any representation or warranty made by Franchisee in connection therewith, which breach or failure to perform shall continue for a period of thirty (30) days after notice; or,

5.1.3. any loss, theft, substantial damage or destruction of any equipment purchased or leased under these Terms and Conditions for which Franchisor is not yet fully paid, or the issuance of attachment, levy, garnishment or judicial process with respect to that equipment; or,

5.1.4. any use or intended use of the equipment purchased or leased, or Software provided under these Terms and Conditions by Franchisee other in the context of normal Restaurant operations; or,

5.1.5. the making of an assignment by Franchisee for the benefit of its creditors; or the admission by Franchisee in writing of its inability to pay its debts as they become due; or the seeking or consenting by Franchisee to, or acquiescence by Franchisee in, the appointment of any trustee, receiver or liquidator of Franchisee, or of all or any substantial part of the properties of Franchisee, or its property or a bulk transfer of Franchisee's equipment, furniture, fixtures, inventory or other personal property; or the insolvency of Franchisee; or the filing by Franchisee of a voluntary petition in bankruptcy, or the adjudication of Franchisee as a bankruptcy, or the filing by Franchisee of any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or the filing of any answer by Franchisee admitting, or the failure by Franchisee to deny the material allegations of a petition filed against it for any such relieve; or the commission by Franchisee of any act of bankruptcy as defined in the Federal Bankruptcy Act, as amended; or,

5.1.6. the failure by Franchisee within sixty (60) days after the commencement of any proceeding against Franchisee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment without consent or acquiescence of Franchisee, of any trustee, receive or liquidator of Franchisee or of all or any substantial part of the properties of Franchisee, to vacate such appointment; or,

5.1.7. Franchisor deeming itself insecure, believing in good faith that the prospect of Franchisee's payment of indebtedness hereunder (or any portion thereof) or of performance of the requirements under these Terms and Conditions is impaired; or,

5.1.8. any default under the terms of any other Franchise Agreement, Franchise Lease Agreement, development agreement, note, or any agreement or account for the purchase of product or services between Franchisor and Franchisee.

5.2. **Franchisor's Remedies Upon Default by Franchisee**. Upon default by Franchisee, Franchisor, at its option, may:

5.2.1. proceed by appropriate court action or actions at law and/or in equity to enforce performance by Franchisee of the applicable covenants and terms of these Terms and Conditions, and to recover from Franchisee any and all damages or expenses, including reasonable attorney's fees, which Franchisor shall have sustained by reason of Franchisee's default under these Terms and Conditions or in connection with Franchisor's enforcement of its remedies thereunder; and/or,

5.2.2. terminate the Franchise Agreement; and/or,

5.2.3. suspend any Technology Services or remove Franchisee from any Technology Systems; and/or

5.2.4. exercise any and all rights and remedies granted to a Secured Party under the Uniform Commercial Code, including seizure and sale; and/or,

5.2.5. exercise any all rights and remedies afforded to Franchisor in any other agreement between Franchisor and Franchisee, or under applicable law; and/or

5.2.6. maintain an action to recover damages and expenses.

Franchisee agrees that any seizure may be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned by the seizure. In the event of seizure and sale of any equipment, it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees; second to service charges on past due payments; and third to other amounts due. Any surplus will be paid to Franchisee or such other person as may be entitled. Franchisee will remain liable for any deficiency, which it must pay to Franchisor immediately upon demand.

5.3. The remedies described in this Section, to the extent permitted by law, any one of which Franchisor need not, in its discretion, exercise, shall be deemed cumulative and may be exercised successively or concurrently. Except as set forth in this Section, and to the extent permitted by applicable law, Franchisee hereby waives any rights now or hereafter conferred by statute or otherwise that may require Franchisor to sell, lease or otherwise use any Leased Equipment in mitigation of Franchisor's damage or that may otherwise limit or modify any of Franchisor's rights or remedies.

## 6. Term and Termination.

6.1. These Terms and Conditions are effective as _____ and will remain in effect until terminated or changed by Franchisor. Franchisor may terminate these Terms and Conditions or suspend any services under these Terms and Conditions in the case of default or by providing thirty (30) days' advance written notice to Franchisee. For the sake of clarity, these Terms and Conditions will automatically terminate upon the termination or expiration of the Franchise Agreement; provided however, that a) Franchisee's obligation to pay the fees required under these Terms and Conditions shall remain in effect until fully paid, and b) all terms and conditions of these Terms and Conditions that by their terms or practical necessity survive termination shall remain in effect following termination. In the event of the extension, renewal, or modification of the Franchise Agreement, Franchisee acknowledges and agrees the terms and conditions of these Terms and Conditions shall continue, and these Terms and Conditions shall be applicable to Franchisee and its Restaurant operations, unless these Terms and Conditions have been modified or superseded by a new terms and conditions, in which case, Franchisee shall execute the new terms and conditions document or similar document required by Franchisor.

## 7. General Provisions

7.1. **Access to Equipment.** Upon reasonable notice to Franchisee, Franchisee must allow Franchisor, the Owner, and/or an Assignee access to a Restaurant and Franchisee's main business office, provided that such office is used primarily for JACK IN THE BOX® branded business purposes, during normal business hours for the purpose of inspecting the condition of the Technology System and/or to prepare for, or install any new equipment or perform service pursuant to these Terms and Conditions, or, if these Terms and Conditions expires or is terminated, to remove and/or disable any other equipment owned by Franchisor, such Owner, and/or any Assignee.

7.2. **Confidentiality of Technology System**. Franchisee acknowledges that Franchisor and the software authors have expended considerable time and money to develop the Technology System and/or Technology Services, the content of which is not generally known by others, and Franchisor the software authors wish to maintain the confidentiality of the Technology System and/or Technology Services. Accordingly, Franchisee must not at any time disclose the content of any part of the Technology System and/or Technology Services (including, but not limited to the password(s) necessary to obtain access to and use either) to any person, firm, organization or employee that does not need to obtain access to the Technology System and/or Technology Services to assist with the operation of the Restaurant(s), and Franchisee may not provide or allow access to or use of the Technology System and/or Technology Services to any third-party without Franchisor's

prior written approval. Franchisee also may not use the Technology System and/or Technology Services for the benefit of any third-party. This non-disclosure provision supplements, rather than replaces, Franchisee's obligation not to disclose or use Franchisor Confidential Information, as set forth in any Franchise Agreement or other agreement or documentation signed by Franchisee. This non-disclosure provision survives the termination of these Terms and Conditions, regardless of the reason for the termination.

7.3. **Third-Parties**. Franchisee authorizes Franchisor to provide Franchisee's name, telephone number, email address and/or other contact information to Franchisor-authorized third-party service providers for the purpose of facilitating the procurement of (including the lease of), Hardware, Software, and other Goods/Services, on behalf of Franchisee.

7.4. **Disaster Recovery Kit**. Franchisee shall keep a disaster recovery kit, which must be maintained and kept in the same location as the Technology System.

7.5. **Sales Data.** Franchisee must not delete, alter or modify sales data. Franchisee shall not disclose any sales data to any third-party without Franchisor's prior written approval.

7.6. **Non-Specified Features**. Franchisee grants Franchisor, at Franchisor's option, the right to remove or deactivate any feature of the Technology System and/or Technology Services. Such removal or deactivation shall be performed by Franchisor, the manufacturer or other third-party acceptable to Franchisor upon the request of Franchisor, and at a time convenient to Franchisee. Franchisee shall not unreasonably delay the removal of such features.

7.7. **Force Majeure**. Franchisor will not be liable to Franchisee for failure, delay, hindrance or prevention in performing any of its obligations hereunder if such failure, delay, hindrance or prevention is due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, insurrection, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply, failure of power, or any other contingency beyond its control that would have made performance commercially impracticable, whether or not the contingency is of the same class as those enumerated (each a "Force Majeure Event"). Any Force Majeure Event will be excused for the period of such Force Majeure Event and the period for the performance of the obligations under these Terms and Conditions will be extended for a period equivalent to the period of such Force Majeure Event.

7.8. **Notices**. All notices, requests and other communications under these Terms and Conditions must be made in writing and will be deemed given if delivered personally or by certified mail, return receipt requested, addressed as follows:

| To: Franchisor | To Franchisee: |
|---|---|
| **DIFFERENT RULES, LLC** | ENTER FRANCHISEE ENTITY NAME |
| 9357 Spectrum Center Blvd | ENTER FRANCHISEE ENTITY STREET ADDRESS |
| San Diego, CA 92123 | ENTER CITY, ENTER STATE ZIPCODE |
| Attn: Legal, Franchise Notifications | Attn: ENTER FRANCHISEE'S NAME |
| Fax Number: (858) 571-2625 | Fax Number: ENTER FRANCHISEE'S FAX NUMBER |
| | Email: ENTER FRANCHISEE'S EMAIL |

Either Party may change its address, fax number or other contact information by giving written notice to the other Party.

7.9. **Assignment**. Franchisee may not assign, sublicense, rent, lease, or otherwise transfer these Terms and Conditions, any rights or obligations under these Terms and Conditions, the Technology System, or any Leased Equipment without prior written consent of Franchisor. Any attempt to do so by Franchisee is void and will constitute a breach of these Terms and Conditions. Franchisor may freely assign these Terms and Conditions at any time.

7.10. **Third-Party Beneficiaries**. Any third-party Owner, Assignee, or software author is an intended third-party beneficiary of all of the exclusions, limitations, restrictions and conditions imposed in these Terms and Conditions to which it is entitled, and will be authorized to enforce the same by direct action.

7.11. **No Waiver**. No omission, or delay, by Franchisor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Franchisee at any time designated, will be a waiver of any such right or remedy to which Franchisor is entitled, nor will it in any way affect the right of Franchisor to enforce such provisions.

7.12. **Binding Nature**. These Terms and Conditions will be binding upon, and will inure to the benefit of Franchisor, Franchisee and their respective successors, legal representatives and permitted assigns.

7.13. **Modification**. Franchisor can modify these Terms and Conditions at any time.

7.14. **Severability**. In the event any one or more of the provisions of these Terms and Conditions is for any reason adjudged by a Court of competent jurisdiction to be held invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall be unimpaired and such judgment will not affect the validity of the remainder of these Terms and Conditions. In addition, the invalid, illegal or unenforceable provision of the Terms and Conditions shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intent of the Parties underlying the provision of the Terms and Conditions deemed invalid, illegal or unenforceable.

7.15. **Survival of Obligations**. All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of these Terms and

Conditions shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

7.16. **Compliance with Laws**. Franchisee acknowledges that it is required to comply with all laws, ordinances and regulations applicable to its Restaurant operations and Franchisee is solely responsible for the safety, security and personnel policies, rules and procedures in franchised Restaurants. Franchisor assumes no duties in that regard.

7.17. **Choice of Law**. These Terms and Conditions will be governed and construed under the laws of the State of California, without regard to any California conflict of law provisions.

7.18. **Jurisdiction and Venue; Waiver of Jury Trial**. The Parties to these Terms and Conditions hereby submit to the exclusive jurisdiction of the State of California, and any litigation arising out of or related to these Terms and Conditions will take place exclusively in San Diego County, California, which will be the sole proper venue for any such action. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION, PROCEEDING, AND CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS.

7.19. **Entire Agreement**. These Terms and Conditions together with any other terms and conditions provided in connection with the Technology System and/or Technology Services constitute the entire understanding between the Parties with respect to the subject matter hereof, and incorporates or supersedes all other written or oral agreements and understandings, regarding the subject matter of these Terms and Conditions including but not limited to the Technology System, the Technology Services, and all other matters and services specified herein. Neither Party has relied upon any other statement or representation in entering into these Terms and Conditions.

**IN WITNESS WHEREOF**, the Parties have caused these Terms and Conditions to be executed by their duly authorized representatives as of its Effective Date.

| **FRANCHISOR:**<br>**DIFFERENT RULES, LLC** | **FRANCHISEE:**<br>**ENTER FRANCHISEE ENTITY NAME** |
|---|---|
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Effective Date:_____ | Date:_____ |

# EXHIBIT O

## STORED VALUE CARD SERVICE AGREEMENT

# STORED VALUE CARD SERVICE AGREEMENT

THIS STORED VALUE CARD SERVICE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20___ between JIB Stored Value Card, LLC ("JIB SVC"), a _____ Company and _____ ("FRANCHISEE").

RECITALS:

1. Different Rules, LLC has engaged JIB SVC to initiate a stored value card program, whereby customers of Jack in the Box restaurants may purchase and redeem stored value cards at any participating Jack in the Box restaurant (the "Gift Card Program");

2. FRANCHISEE independently operates one or more Jack in the Box restaurants, and desires to participate in the Gift Card Program.

3. FRANCHISEE desires to use the services of JIB SVC in connection with the conduct of its business activities related to the administration of a Gift Card Program on the terms and conditions set forth herein.

Now therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

## ARTICLE I
## Retention of Services and Term Agreement

1.1 Retention. FRANCHISEE hereby retains the services of JIB SVC, and JIB SVC agrees to provide the services described herein.

1.2 Term. The term of this Agreement shall begin on _____, and continue until terminated by either party. Termination by one party shall be effective ten calendar days after the date of mailing a written notice of termination to the other party.

## ARTICLE II
## Power and Duties of JIB SVC

2.1 Powers of JIB SVC Subject to such limitations as may be imposed by law or this Agreement, JIB SVC is hereby authorized and empowered, in the name of and on behalf of FRANCHISEE, to manage the Gift Card Program as it deems reasonably necessary and appropriate, including but not limited to: (a) managing contracts with outside vendors for the tracking functions associated with the issuance and redemption of the Gift Card Program; and (b) establishing policies and procedures with respect to the operations, marketing, banking, accounting, financial controls, and other activities of the Gift Card Program.

2.2 Duties of JIB SVC

JIB SVC shall:

a) render or cause to be rendered such accounting services, financial controls, legal, technical and other services as it deems necessary or appropriate in the management of the Gift Card Program;

b) facilitate cash transfers between FRANCHISEE's bank account and JIB SVC's bank account to the extent of stored value card activations, redemptions, and other transactions requiring the transfer of cash. To enable JIB SVC to perform such services, FRANCHISEE agrees to execute and deliver such authorizations and other instruments as JIB SVC may require, including but not limited to the authorization attached hereto as Exhibit A.

c) prepare and furnish to FRANCHISEE such information and reports concerning the conduct of the business and affairs of the Gift Card Program as FRANCHISEE shall reasonably request;

d) render such reports and make such periodic and other filings regarding the Gift Card Program as may be required under applicable federal, state and local laws, rules and regulations.

## ARTICLE III
## Duties of Franchisee

3.1 Execution of Authorizations and Agreements. To enable JIB SVC to perform services hereunder and administer the Jack Cash Program, FRANCHISEE agrees to execute and deliver to JIB SVC, JIB SVC's designee or FRANCHISEE's bank, such authorizations and other instruments as JIB SVC may require, including but not limited to the authorization attached hereto as Exhibit A.

3.2 Payments of ACH or other Banking Fees. Any charges imposed by FRANCHISEE's bank, JIB SVC's bank, any governing authority, or any other loss or expense arising out of or incurred in connection with automated electronic withdrawals, deposits, transfers or insufficient funds (including reasonable attorneys' fees) are the responsibility of FRANCHISEE. FRANCHISEE agrees to maintain sufficient funds in his accounts to cover the expenses of the Jack Cash program.

## ARTICLE IV
## Compensation of JIB SVC

4.1 In consideration of the services provided by JIB SVC hereunder, FRANCHISEE agrees to pay to JIB SVC during the term of this Agreement, a monthly fee in an amount to be determined by JIB SVC in its reasonable discretion (the "Service Fee"). The Service Fee shall be paid monthly in advance on or before the first day

of each calendar month during the term of this Agreement. Each payment shall be made to JIB SVC or JIB SVC's designee. The Service Fee shall be determined annually, but will not exceed the amount of thirty-four dollars ($34.00) per month. JIB SVC will notify FRANCHISEE of any change in the amount of the Service Fee, to be effective thirty (30) days after notice is given by JIB SVC.

## ARTICLE V
## Liability of JIB SVC; Indemnification

5.1 Judgments in Good Faith. Notwithstanding any other provisions contained herein to the contrary, in no event shall FRANCHISEE, or any director, officer, employee, agent, affiliate or shareholder of same make claim against JIB SVC on account of any alleged errors of judgment made in good faith in connection with the provision of services under this Agreement.

5.2 Indemnification. FRANCHISEE is responsible for all losses, damages and liabilities, whether contractual, statutory or otherwise, to third persons arising out of or in connection with the offer, sale, redemption or any use of stored value cards at businesses operated by FRANCHISEE, and for all claims or demands for damages or injury directly or indirectly resulting therefrom. FRANCHISEE on behalf of itself and each of its officers, directors, shareholders, affiliates, partners, agents, employees, heirs, successors and assigns (the "INDEMNITORS") hereby agrees to indemnify and hold harmless JIB SVC and each of its officers, directors, agents, employees, parent corporation and affiliates (the "INDEMNITEES") from any and all claims, demands, costs, losses, damages, liabilities, expenses (including attorneys' fees) judgments, fines and amounts paid in settlement (collectively, "Losses") in connection with claims made by third parties, whether contractual, statutory or otherwise, directly or indirectly arising out of or in connection with the offer, sale, redemption or any use of stored value cards at restaurants operated by INDEMNITORS, unless resulting from the gross negligence or willful misconduct of INDEMNITEES. If such claims are asserted against INDEMNITEES shall notify INDEMNITOR, and INDEMNITOR will assume the defense of such claims. If INDEMNITOR fails to assume the defense, then INDEMNITEES may defend in such manner as it deems appropriate. INDEMNITOR shall reimburse INDEMNITEE for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by INDEMNITEE in effecting such defense, in addition to any sum which INDEMNITEE or its affiliates may incur by reason of any settlement or judgment. INDEMNITEE's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on INDEMNITEE by law.

## ARTICLE VI
## Miscellaneous

6.1 Independent Contractor. Nothing herein shall be construed or deemed to create a joint venture, contract of employment or partnership. JIB SVC SHALL NOT BE LIABLE TO ANY PERSON OR ORGANIZATION FOR ANY DEBT, LIABILITY OR

OBLIGATION OF FRANCHISEE INCURRED OR CREATED PURSUANT TO THE AUTHORITY GRANTED IN THIS AGREEMENT OR BY REASON OF ITS MANAGEMENT, DIRECTION OR CONDUCT OF FRANCHISEE 'S OPERATIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

FRANCHISEE

By: _____

Date: _____

JIB STORED VALUE CARD, LLC

By: _____

Title: _____

Date: _____

# EXHIBIT P

## STATE-SPECIFIC DISCLOSURE ADDENDA AND AGREEMENT AMENDMENTS

## STATE-SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

Each provision of these Addenda to the Disclosure Document and Amendments to the Franchise Agreements, License Agreements and Development Agreements is effective only to the extent (with respect to each provision) that that state franchise law would apply to your franchise or development rights, without reference to the Addenda or Amendments.

## CALIFORNIA DISCLOSURE ADDENDUM

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of California is amended to include the following:

1. Our website, www.jackinthebox.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

6. In Item 3, "Litigation," is amended by adding the following paragraphs:

> Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.
>
> Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

7. Item 5, “Initial Fees,” is amended by adding the following paragraph:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

8. Item 10, “Financing” is amended to add the following to the first paragraph:

The highest interest rate permitted by law in California is 10% annually.

9. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is amended by adding the following paragraph(s) to the end of the Item:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

The Franchise Agreement and contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

10. The following is added to Item 19:

The earnings claims figure(s) does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

11. All the owners of the franchise will be required to execute personal guarantees. This requirement places the personal and marital assets of the franchise owner(s) at risk.

12. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

13. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

14. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## CALIFORNIA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## CALIFORNIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## CALIFORNIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## CALIFORNIA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## HAWAII DISCLOSURE ADDENDUM

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Hawaii is amended to include the following:

1. The following paragraphs are added to the State Cover Page:

   THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

   The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

2. The following paragraph is added at the end of Item 5:

   Based upon the review of Company's audited financial statements (attached as Exhibit A), by the State of Hawaii Department of

Commerce and Consumer Affairs (the "DOCC"), the DOCC has required that Company defer the payment of: (1) the development fee (a) under the Single Unit Development Agreement until all of the Company's pre-opening obligations to Developer have been satisfied, (b) under the Multi-Unit Development Agreement until each restaurant required to be developed under the Development Agreement opens for business, when a prorated amount of the total development fee shall be paid to Company, based on the number of restaurants to be opened under the Development Agreement and (2) the franchise fee until all of the Company's pre-opening obligations to Franchisee or Licensee have been satisfied and the restaurant opens for business.

3. Item 20 "List of Outlets," is amended by adding the following paragraph:

   This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Texas, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

4. Item 21 "Financial Statements" is amended by adding the following paragraph:

   Attached at the end of Exhibit P to the FDD and incorporated into this Hawaii Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024.

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

6. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## HAWAII FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Franchise Fee until all of the Company's pre-opening obligations to Franchisee have been satisfied and the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14E, under the heading "Assignment of the Franchise":

> The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

> The general release requirement in this subsection excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

4. The following new Section 18J is added, under the heading "Termination":

> J. Notwithstanding anything to the contrary in this Section 18, Company shall comply with Hawaii law which currently requires that Company compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Company, Company, in addition, must compensate Franchisee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

5. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including

fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## HAWAII LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Hawaii, Company will defer payment of the Franchise Fee until all of the Company's pre-opening obligations to Licensee have been satisfied and the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

> The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Hawaii Franchise Investment Law.

3. The following new Section 15H is added, under the heading "Termination":

> H. Notwithstanding anything to the contrary in this Section 15, Company shall comply with Hawaii law which currently requires that Company compensate Licensee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Licensee's business to one owned and operated by Company, Company, in addition, must compensate Licensee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Licensee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## HAWAII DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Development Fee until all of the Company's pre-opening obligations to Developer have been satisfied and the Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 16D is added:

   D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## HAWAII DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Development Fee until each Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of each Franchised Restaurant, Developer shall pay to Company a prorated amount of the total Development Fee, based on the number of restaurants to be opened under the Development Agreement.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 16D is added:

   D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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

supersedes any other term of any document executed in connection with the franchise.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## ILLINOIS DISCLOSURE ADDENDUM

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Illinois Complied Statutes sections 705/4 and 705/41 ("the Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Illinois is amended to include the following:

1. The following paragraph is added at the end of Item 5:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. Item 21 "Financial Statements" is amended by adding the following paragraph:

   Attached at the end of Exhibit P to the FDD and incorporated into this Illinois Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024

3. Illinois law governs the Franchise, License and Development Agreements.

4. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

5. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

7. No statement, questionnaire or 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## ILLINOIS FRANCHISE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. The following is added to the Agreement:

   Illinois law governs the Franchise Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

3. No statement, questionnaire or 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 behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## ILLINOIS LICENSE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. The following is added to the Agreement:

   Illinois law governs the License Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

3. No statement, questionnaire or 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 behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
| --- | --- |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following is added to the Agreement:

   Illinois law governs the Development Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

3. No statement, questionnaire or 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 behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following is added to the Agreement:

   Illinois law governs the Development Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

3. No statement, questionnaire or 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 behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
| --- | --- |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MARYLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Maryland is amended to include the following:

1. The following paragraph is added at the end of Item 5:

> Based upon our financial condition, the State of Maryland, Office of the Attorney General, Securities Division (the "Securities Division") has required that we defer the payment of: (1) the Development Fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the pre-opening fees for that restaurant.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following language:

> The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.
>
> Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in California.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise or development rights.
>
> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provision "h":

> Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

5. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

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

## MARYLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14.E, under the heading "Assignment of the Franchise":

> The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> The general release requirement in this subsection excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

4. The following new Section 20.D(7) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 7. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MARYLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding anything to the contrary in the State of Maryland, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

> The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 18.B(6) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 6. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the license.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
| --- | --- |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Development Fee until the Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11.D, under the heading "Non-Assignability":

> The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 24.F is added, under the heading "Miscellaneous":

> F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
| --- | --- |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

> The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 24F is added, under the heading "Miscellaneous":

> F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
| --- | --- |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MICHIGAN DISCLOSURE ADDENDUM

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF

ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

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

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE**
**CONSUMER PROTECTION DIVISION**
**ATTN: FRANCHISE**
**670 G. MENNEN WILLIAMS BUILDING**
**LANSING, MICHIGAN 48913**

## MINNESOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Minnesota is amended to include the following:

1. Item 5 of the Disclosure Document, "Initial Fees," is supplemented by the following:

> Based upon the review of our audited financial statements (attached as Exhibit A) by the State of Minnesota Department of Commerce (the "DOC"), the DOC has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the pre-opening fees for that restaurant.

2. Item 13 of the Disclosure Document, "Trademarks," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 14 of the Disclosure Document, "Patents, Copyrights, and Proprietary Information," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer, and Dispute Resolution," is supplemented by the following:

> With respect to franchisees/licensees/developers governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee/licensee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise /

License / Development Agreement, and that consent to the transfer of the franchise/license/development not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Item 21 “Financial Statements” is amended by adding the following paragraph:

Attached at the end of Exhibit P to the FDD and incorporated into this Minnesota Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024.

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

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

9. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## MINNESOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. Section 11 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14.E of the Agreement, under the heading "Assignment of the Franchise," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

5. Section 18 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

6. Section 20.D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

7. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

8. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

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

10. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MINNESOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. Section 10 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the Licensee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the Licensee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14 of the Agreement, under the heading "Assignment by Licensee," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. Section 15 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the license agreement, and that consent to the transfer of the license rights not be unreasonably withheld.

5. Section 18.B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Licensee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or

reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Licensee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

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

9. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Development Fee until the Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. Section 11 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

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

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. Section 11 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

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

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NEW YORK DISCLOSURE ADDENDUM

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the JACK AND THE BOX DISCLOSURE DOCUMENT for use in the State of New York is amended as follows:

1. The following additional risk factors are added to the State Cover Page:

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

2. Item 3, “Litigation,” is amended by the addition of the following paragraphs at the end of the Item:

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement,

fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," language is deleted and replaced with the following paragraph:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the Franchise Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| d. Termination by you | Not applicable | Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law. |
| j. Assignment of contract by the Company | § 14.F | There are no limits on our assignment rights. No assignment will be made except |

| Provision | Section in Franchise Agreement | Summary |
|---|---|---|
| | | to an assignee who, we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement. |
| w. Choice of law | § 20.D | California law controls.<br><br>You and we must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.<br><br>The foregoing choice of law should not be considered as a waiver of any right conferred upon you or us by the General Business Law of the State of New York, Article 33. |

5. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the License Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

| Provision | Section in License Agreement | Summary |
|---|---|---|
| d. Termination by you | § 15 | If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice.<br><br>Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law. |
| j. Assignment of contract by the Company | § 13 | There are no limits on our assignment rights. No assignment will be made except to an assignee who we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement. |

| Provision | Section in License Agreement | Summary |
|---|---|---|
| w. Choice of law | § 18B | California law controls.<br><br>You and we must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.<br><br>The foregoing choice of law should not be considered as a waiver of any right conferred upon you or us by the General Business Law of the State of New York, Article 33. |

6. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the Development Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

| Provision | Section in Development Agreement | Summary |
|---|---|---|
| d. Termination by you | Not applicable | Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law. |
| j. Assignment of contract by the Company | § 11.E (Single Unit)<br>§ 10.E (Multi-Unit) | There are no limits on our assignment rights. No assignment will be made except to an assignee who we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement. |
| w. Choice of law | § 24.A (Single Unit)<br>§ 23.A (Multi-Unit) | California; but if such law would not enforce an Agreement provision, then the law where you are located, if that state's law would enforce the provision. The foregoing choice of law should not be considered as a waiver of any right conferred upon us or you by the General Business Law of the State of New York, Article 33. |

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

**STATEMENT OF DISCLOSURE DOCUMENT ACCURACY -- THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.**

## NEW YORK FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 10.G of the Agreement, "Confidential Information," is deleted and replaced by the following paragraph:

> G. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Company in seeking specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company may be entitled.

2. Section 14.E of the Agreement, "Assignment of the Franchise," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

3. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

4. Section 20.D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or

the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NEW YORK LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 14 of the Agreement, "Assignment By Licensee," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 18.B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Licensee is domiciled in or the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11.D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Developer is domiciled in or the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective developer who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11.D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Developer is domiciled in or the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective developer who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NORTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of North Dakota is amended as follows:

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A), the North Dakota Securities Department (the "Department") has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that restaurant.

2. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

> A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
>
> B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
>
> C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
>
> D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
>
> E. Applicable Laws: Franchise Agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
>
> F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
>
> G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

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

4. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## NORTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 21:

   L. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NORTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 18.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. The Agreement is amended by adding the following Section 24.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. The Agreement is amended by adding the following Section 24.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## RHODE ISLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Rhode Island is amended to include the following:

1. The following language is added to Item 17, "Renewal, Termination, Transfer and Dispute Resolution":

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## RHODE ISLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 20.D of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## RHODE ISLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 18.B of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## SOUTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the Franchise Disclosure Document for JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of South Dakota shall be amended to include the following

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A), the South Dakota Securities Regulation Office has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that restaurant.

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## SOUTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## SOUTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| | |
|---|---|
| DIFFERENT RULES, LLC | DEVELOPER |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## VIRGINIA DISCLOSURE ADDENDUM

In recognition of the Virginia Retail Franchising Act, Virginia Code sections 13,1-557 et seq., ("Franchise Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Virginia is amended to include the following:

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A) by the Virginia State Corporation Commission's Division of Securities and Retail Franchising (the "Division"), the Division has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Develop Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to use the franchise fee for that restaurant.

2. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by adding the following statement:

> Section 13.1-571 of the Franchise Act provides that any condition, stipulation or provision binding any person to waive compliance with any provision of the Franchise Act or of any rule or order under the Franchise Act is void.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

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

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

## VIRGINIA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## VIRGINIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## WASHINGTON DISCLOSURE ADDENDUM

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Washington is amended as follows:

1. **RISK FACTOR. Use of Franchise Brokers**. The franchisor uses the services of a franchise broker to assist it in selling franchises. The franchise brokers are employees of our parent company JACK IN THE BOX INC., but are considered franchise brokers because they are not employed by the franchisor. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

2. The following paragraph is added at the end of Item 3.

   *Assurance of Discontinuance with the Washington State Attorney General.* In December 2018, Jack in the Box Inc. entered into an Assurance of Discontinuance ("AOD") with the Washington State Attorney General. The AOD, which was filed in the State of Washington King County Superior Court, agreed that JIB will no longer include the non-solicitation and no-hire provisions in any of its franchise agreements in the United States as of the date the AOD was filed. It also agreed that JIB will no longer enforce those provisions in any of its existing franchise agreements in the United States, and that JIB will not seek to intervene or defend against any action brought by the AG's office against a franchise operator who attempts to enforce those provisions. JIB notified its franchisees about the AOD and requested that the Washington state franchisees execute an amendment to their existing franchise agreements that effectively removes the non-solicitation and no-hire provisions. JIB also removed both provisions from its current Franchise Agreement.

3. The following paragraphs are added at the end of Item 5:

   a. Based upon the review of our audited financial statements (attached as Exhibit A) by the State of Washington, Department of Financial Institutions, Securities Division (the "Division"), the Division has required that we defer the payment of all initial fees. If you have signed a Development Agreement, upon the opening of each Franchised Restaurant, you will pay to us the pro-rated portion of the Development Fee for that Franchised Restaurant. Under the Franchise Agreement, you will pay to us the Franchise Fee with the Franchised Restaurant opens for business.

   b. Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

4. The following paragraphs are added to the end of Item 17, “Renewal, Termination, Transfer and Dispute Resolution”:

a. You may terminate the Franchise Agreement, Nontraditional License Agreement and/or Development Agreement under any grounds permitted by state law.

b. In the event of a conflict of laws, the provisions of the Act will prevail.

c. Section 19.100.180 of the Act may supersede the Franchise Agreement, Nontraditional License Agreement, or Development Agreement (“Agreement”) in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with us including the areas of termination and renewal of your franchise.

d. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

e. A release or waiver of rights executed by you may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

f. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

g. Pursuant to Revised Code of Washington (“RCW”) 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

h. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

5. The following paragraph is added to Exhibit K ("General Release"):

The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

6. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

7. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

8. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

9. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

10. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

11. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

12. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

13. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

14. 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.

15. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

## WASHINGTON FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. Franchisee may terminate the Franchise Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Franchisee's relationship with Company including the areas of termination and renewal of Franchisee's franchise. There may also be court decisions which may supersede the Agreement in Franchisee's relationship with Company including the areas of termination and renewal of Franchisee's franchise. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

7. Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

8. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

9. Provisions in Franchise Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Franchise Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. Any provision in the Franchise Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. Provisions in the Franchise Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. Any provision in the Franchise Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. If the Franchise Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

15. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

16. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Franchisee from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

17. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

18. The undersigned does hereby acknowledge receipt of this Amendment.

19. 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.

20. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | FRANCHISEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## WASHINGTON LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. Licensee may terminate the License Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Licensee's relationship with Company including the areas of termination and renewal of Licensee's franchise. There may also be court decisions which may supersede the Agreement in Licensee's relationship with Company including the areas of termination and renewal of Licensee's franchise. License agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Licensee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights in the License Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

7. Provisions contained in the License Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

8. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

9. Provisions in License Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the License Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. Any provision in the License Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the License Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. Provisions in the License Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. Any provision in the License Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. If the License Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

15. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

16. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Licensee from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

17. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

18. The undersigned does hereby acknowledge receipt of this Amendment.

19. 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.

20. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | LICENSEE |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

2. Developer may terminate the Development Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. There may also be court decisions which may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. Development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Developer may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Provisions contained in the Development Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

8. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

9. Provisions in Development Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Development Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. Any provision in the Development Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. Provisions in the Development Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. Any provision in the Development Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. If the Development Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

15. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

16. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Developer from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

17. Any provision in the Development Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. The undersigned does hereby acknowledge receipt of this Amendment.

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

21. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

## WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

2. Developer may terminate the Development Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. There may also be court decisions which may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. Development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Developer may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Provisions contained in the Development Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

8. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

9. Provisions in Development Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Development Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. Any provision in the Development Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. Provisions in the Development Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. Any provision in the Development Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. If the Development Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

15. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

16. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Developer from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

17. Any provision in the Development Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. The undersigned does hereby acknowledge receipt of this Amendment.

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

21. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

| DIFFERENT RULES, LLC | DEVELOPER |
|---|---|
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |

# EXHIBIT Q

## LEASE ADDENDUM

**LEASE ADDENDUM**
**(AS REQUIRED BY THE JACK IN THE BOX FRANCHISE AGREEMENT)**

**THIS ADDENDUM TO LEASE,** dated _____, 20___, is entered into by and between _____ ("Lessor") and _____, ("Lessee").

**RECITALS:**

A. The parties hereto have entered into that certain Lease Agreement, dated _____ ("Lease"), pertaining to the premises located at _____ ("Premises").

B. Lessor acknowledges that Lessee intends to operate a Jack in the Box restaurant at the Premises under a Jack in Box Franchise Agreement ("Franchise Agreement") with Different Rules, LLC ("Company").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

**TERMS AND CONDITIONS:**

**NOW, THEREFORE,** it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

**1. Use.** The Premises shall be used for the purposes set forth in Recital B and for no other purpose during the term of the Lease or any renewal thereof.

**2. Remodeling and Décor.** Lessor agrees that Lessee shall have the right to remodel, equip, paint and decorate the interior and exterior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Lessee is required to do pursuant to the Franchise Agreement or any Franchise Agreement under which Lessee may operate a Jack in the Box restaurant at the Premises.

**3. Notice.** Lessor and Lessee each agree that whenever they send the other any letter, notice, amendment or other document pertaining to the Lease or the Premises, they will simultaneously send a copy to the Company. All notices to the Company shall be sent by Registered or Certified Mail, postage prepaid, to the following address:

Different Rules, LLC
Attention: Legal Transactions Dept.
9357 Spectrum Center Blvd

San Diego, CA 92123
Re: JIB #____

The Company may change its address for receiving notices by giving Lessor written notice of such new address. Lessor agrees that it will notify both Lessee and the Company of any change in Lessor's mailing address to which notices should be sent.

**4. Sublease or Assignment.** Lessee may not assign or sublease all or any part of its occupancy rights without the Company's prior written consent.

**5. Right of Entry.** Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow the Company to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs and other items identifying the Premises as a Jack in the Box restaurant and to make such other modifications as are reasonably necessary to protect the Company's proprietary marks and the Jack in the Box System, and to distinguish the Premises as a Jack in the Box restaurant; provided, however, that this obligation of Lessor shall be conditioned upon the Company giving Lessor prior notice of the modifications to be made and the items removed. The Company shall also have the right to enter the Premises to make any modifications necessary to protect the Company's proprietary marks or to cure any default under the Lease or the Franchise Agreement.

**6. Default.**

A. In the event of a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and the Company notice as required by Section 3 of this Addendum to Lease and shall allow Company to cure the default.

B. Lessor hereby approves the right of the Company to assume Lessee's occupancy rights, and the right to assign the Lease or sublease the Premises, for all or any part of the remaining Lease term, upon, (i) the Lessee's default, or a termination of the Lease for any reason, (ii) a default under the Franchise Agreement, or a termination of the Franchise Agreement for any reason, or (iii) transfer of the restaurant to the Company.

**7. Recordation.** A memorandum of Lease shall be recorded in the appropriate Recorder's Office in the County in which the Premises is located and a copy of the recording certificate shall be delivered to the Company.

**8. Non-Disturbance.** Lessor deliver to Lessee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance

agreement shall provide that so long as Lessee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Lessee's use and possession of the Premises upon the default by Lessor under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

**9. Exclusivity.** If the Premises is located within a shopping facility or similar multi-tenant facility, Lessor shall not at any time permit or allow the tenancy or operation of any drive-through and/or fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the Premises that is owned or controlled by Lessor.

**10. Consideration: No Liability.**

A. Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and that Lessee would not lease the Premises without this Addendum.

B. Lessor further acknowledges that Lessee is not an agent or employee of the Company and that Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind the Company, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities on or against the Company.

**11. Reaffirmation of Lease.** Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied in full herein.

**12. Amendments.** No amendment or variation of the terms of this Addendum to Lease shall be valid unless made in writing and signed by the parties hereto.

[Signatures on following page]

**IN WITNESS WHEREOF,** the parties hereto have caused this instrument to be executed as of the day and year shown opposite their respective signatures below:

**LESSOR:** **LESSEE:**

_____ _____

By_____ By_____
(Print)

Title_____ Title_____
(Print)

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| STATES | EFFECTIVE DATE |
|---|---|
| California | *Pending* |
| Hawaii | *Pending* |
| Illinois | *Pending* |
| Indiana | *Pending* |
| Maryland | *Pending* |
| Michigan | *Pending* |
| Minnesota | *Pending* |
| New York | *Pending* |
| North Dakota | *Pending* |
| Rhode Island | *Pending* |
| South Dakota | *Pending* |
| Virginia | *Pending* |
| Washington | *Pending* |
| Wisconsin | *Pending* |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

# RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Different Rules, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Different Rules, LLC, located at 9357 Spectrum Center Blvd., San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: May 5, 2025

Different Rules, LLC authorizes the agents listed in Exhibit C to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise: Van Ingram, Vice President, Franchise Development; Jeremy Korzen, Vice President, Strategic Finance; Tim Linderman, Senior Vice President, Chief Development Officer; Ronniann Silver, Director of Franchise Development; Dustin Thompson, Director of Franchise Marketing and Development; Michael Wootton, Jr., Director of Franchise Development; John Pearson, Franchise Marketing Manager; and Kaleigh ("Jo") Scott, Franchise Development Manager. Each of these individuals may be reached at: 9357 Spectrum Center Blvd., San Diego, California 92123, (858) 571-2121.

I have received a Franchise Disclosure Document, issued May 5, 2025 that included the following Exhibits:

EXHIBITS

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

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9357 Spectrum Center Blvd., San Diego, California 92123.

Date: _____ Signature: _____

_____
Printed Name

# RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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Date: _____ Signature: _____

_____
Printed Name