FRANCHISE DISCLOSURE DOCUMENT

Papa John's Franchising, LLC
a Kentucky Limited Liability Company
2002 Papa John's Boulevard
Louisville, Kentucky 40299-0900
(502) 261-7272 www.papajohns.com

The franchise offered is for the operation of a quick service restaurant specializing in pizza and limited additional menu items under the name "Papa Johns." Our standard terms may be modified by the terms of our "Non-Traditional Program" and "Small-Town Program" (defined in Item 1).

The total investment necessary to begin operation of a Standard Papa Johns franchise and a Small-Town Papa Johns franchise is $281,485 to $890,267. This includes $38,376 to $80,426 that must be paid to the franchisor or its affiliate for a Standard Papa Johns franchise and $38,376 to $60,426 that must be paid to the franchisor or its affiliate for a Small-Town Restaurant. The total investment necessary to begin operation of a Non-Traditional Papa Johns franchise is $125,000 to $423,302. This includes $9,400 to $60,426 that must be paid to the franchisor or its affiliate.

You must execute a development agreement even if you are a single-unit operator. When you enter into a development agreement, the total development fee deposit will depend on the number of restaurants to be opened under the development agreement and will range from $5,000 to $25,000 per restaurant. You and we must agree upon the number of restaurants to be opened under the development agreement and the development fee deposit payable per restaurant. Although there is no minimum number of restaurants, we primarily seek franchisees who are willing and able to develop multiple restaurants. When you enter into each franchise agreement, we may credit $5,000 to $25,000 of the development fee deposit against the first installment of the initial franchise fee for each 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 Jasmine Britt by email Jasmine_Britt@papajohns.com.

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

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

There may also be laws on franchising in your state. Ask your state agencies about them. The date of issuance of this Franchise Disclosure Document is March 31, 2026.

DISCLOSURE DOCUMENT FOR US (EXCLUDING ALASKA AND HAWAII).

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 M.
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 O includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only "Papa Johns" 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 "Papa Johns" franchisee?	Item 20 or Exhibit M 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 C.

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:

> **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve certain disputes with the franchisor by arbitration and/or litigation in Kentucky. Out-of-state arbitration or mediation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Kentucky than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) in Exhibit P 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 Papa John's Franchising, LLC. For ease of reference, Papa John's Franchising, LLC will be referred to as "we," "us" or "Papa Johns" in this Disclosure Document. We will refer to the person or entity who buys the franchise as "you" throughout the Disclosure Document. If you are a corporation, partnership or limited liability company, certain provisions of the agreements also apply to your owners and will be noted.

We are a Kentucky limited liability company organized on November 6, 2020. Our principal business address is 2002 Papa John's Boulevard, Louisville, Kentucky 40299. We conduct our business under our limited liability company name and Papa Johns. We began offering franchises for Papa Johns restaurants as of February 25, 2021 and have never offered franchises in any other line of business. Our agents for service of process are disclosed in Exhibit A.

Our Parents, Predecessors and Affiliates

We are a direct and wholly owned subsidiary of Papa John's International, Inc., a Delaware corporation ("PJI"). PJI was the former franchisor of Papa Johns pizza franchises before PJI transferred all of the existing U.S. franchise agreements and area development agreements to us on February 22, 2021. PJI offered franchises for Papa Johns restaurants from November 1991 to February 2021. We began offering franchises for Papa Johns restaurants in February 2021. PJI remains the parent company, directly or indirectly, of all Papa Johns related entities, and owns the Papa Johns trademarks and certain other intellectual property related to Papa Johns restaurants and the Papa Johns franchising system.

We do not conduct the type of business to be operated by you. However, PJI, through its predecessors and affiliates have conducted business of the type to be operated by you since March 1984. Our affiliate, Papa John's USA, Inc. ("PJ USA"), has operated, and continues to operate, the majority of the company-owned Papa Johns restaurants since January 1991. PJ USA provides certain services to us and Papa Johns franchisees, including certain technology, support, training, site selection, marketing, and other management services. PJ USA has never offered franchises in any line of business.

Our affiliate, PJ Food Service, Inc ("PJ Food Service") distributes and sells approved products to Papa Johns restaurants that we own and Papa Johns restaurants owned by our franchisees. PJ Food Service operates regional dough production and food distribution facilities ("Quality Control Centers") that supply all Papa Johns restaurants in the contiguous U.S. states.

Our affiliate, Capital Delivery, Ltd., ("CDL") provides financing to certain franchisees as described in Item 10.

PJI and our affiliates disclosed in Item 1 share our principal business address. Except as described in Item 1, neither our predecessors nor our affiliates have ever offered franchises in any line of business or provided products or services to franchisees. In 1999, PJI acquired Perfect Pizza Holdings, Ltd. operator and franchisor of a chain of pizza restaurants in the United Kingdom under the name "Perfect Pizza". From 1999 until March 2006, PJI franchised the Perfect Pizza brand exclusively in the United Kingdom. In March 2006, PJI sold all of its interest in the Perfect Pizza business. From September 1998 until March 2008, PJI franchised one restaurant in East Lansing, Michigan under the alternative trade name "Papiano's". Except for one alternative trade name, this restaurant operated under the Papa Johns system.

Description of the Franchise

Papa Johns restaurants (whether Standard, Small-Town, or Non-Traditional Restaurants, each a "Restaurant") are characterized by a distinctive system which includes: special recipes and menu

items; distinctive design, décor, color scheme and furnishing; software and programs; standards, specifications and procedures for operations systems for communicating with us, suppliers and customers; procedures for quality control; training and assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

The System is identified by means of certain trade names, service marks, trademarks, slogans, logos and emblems, including, but not limited to, the marks "Papa John's," "Papa Johns," "Papa John's Pizza," "Pizza Papa John's & Design" (the Papa Johns logo) and such other trade names, service marks, trademarks, slogans, logos and emblems as we may designate for us in connection with the System from to time (the "Marks").

The Papa Johns franchise that we offer is a retail Restaurant devoted primarily to the sale of pizza and related food products under the Marks. You must sign a franchise agreement (the "Franchise Agreement") in the form attached as Exhibit B, D-1, or D-2, as applicable, which will govern the ownership and operation of your Papa Johns Restaurant. The majority of Papa Johns franchises are operated on a delivery and carry-out basis. However, there are a few Restaurants that offer dine-in service and there may be additional Restaurants with dine-in service developed in the future. The traditional Papa Johns franchise is typically operated in leased space located on or near main thoroughfares.

Individuals, corporations, limited liability companies or partnerships ("Area Developers") must enter into an area development agreement (the "Development Agreement"), the form of which is attached as Exhibit E, which grants to the Area Developer the right and obligation to establish and operate a certain number of Papa Johns Restaurants in a specified area (the "Development Area"), over a specified period of time at specific locations to be designated in separate franchise agreements. Each Restaurant must be opened in accordance with the development schedule set forth in the Development Agreement. A condition to exercising each development right is that you secure a location that we approve. After the location for the first Restaurant is approved and a lease is fully signed (or in the event of a purchase, title is conveyed to you), you must sign our then-current form of franchise agreement. The franchise agreement for each additional Papa Johns Restaurant developed will be in the form of the franchise agreement we generally offer to new franchisees at that time. The form of franchise agreement that you sign for each additional Restaurant under the Development Agreement may be different from the franchise agreements disclosed herein.

We also offer a program pursuant to which we may permit the development and operation of Papa Johns Restaurants at non-traditional sites such as malls, hospitals, schools, airports, parks (including theme parks), sports arenas and stadiums, military bases, train stations, travel plazas and entertainment venues (the "Non-Traditional Program"). If you are authorized to develop and operate a Papa Johns Restaurant pursuant to the Non-Traditional Program (a "Non-Traditional Restaurant"), you must do so under the Development Agreement and our then-current standard form of Non-Traditional Franchise Agreement, the form of which is attached as Exhibit D-1. A Non-Traditional Restaurant may be operated in a year-round location with relatively stable customer traffic, in a location that necessarily (in our determination) operates for a limited number of dates or specific events, such as a sports stadium, or in a location that operates on a seasonal basis (a "Venue Non-Traditional Restaurant").

We also offer a program pursuant to which we may permit the development and operation of Papa Johns Restaurants at certain less populous trading areas (the "Small-Town Program"). If you are authorized to develop and operate a Papa Johns Restaurant pursuant to the Small-Town Program (a "Small-Town Restaurant"), you must do so under the Development Agreement and our then-current standard form of Small-Town Franchise Agreement, the form of which is attached as Exhibit D-2. A Small-Town Restaurant must be located in a small town or other less populous trading area (typically containing fewer than 6,000 households).

As the requirements for Non-Traditional Restaurants and Small-Town Restaurants are, in some areas, significantly different than those applicable to a standard Papa Johns Restaurant, some of the disclosures in this Disclosure Document may not be applicable to Non-Traditional Restaurants and Small-Town Restaurants. Where appropriate, the differences are noted. Also, as the requirements for one type of Non-Traditional Restaurant or Small-Town Restaurant are, in some areas, significantly different from the requirements of other types of Non-Traditional Restaurants or Small-Town Restaurants, some of the disclosures in this Disclosure Document concerning Non-Traditional Restaurants or Small-Town Restaurants may vary for, or not be applicable to, all types of Non-Traditional Restaurants or Small-Town Restaurants. Where appropriate, the differences are noted.

Market for Your Products and Services; Competition

You will be competing with other restaurants, quick service restaurants, full-service restaurants, grocery and specialty stores that offer pizza and similar items and similar type businesses. These include national and regional chains, as well as local operations. The market for quick service pizza restaurants is developed in most areas.

Laws and Regulations

You must comply with all local, state and federal laws that apply to the operation of your Restaurant. These may include health, safety, sanitation and smoking regulations, United States Department of Agriculture, Equal Employment Opportunity Commission, and Occupational Safety and Health Administration regulations, other food and safety regulations, and discrimination, employment and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of your operations.

If your Restaurant is in California, you will be required to comply with California legislation AB 1228, which increases the minimum wage for fast food employees to $20 per hour, beginning April 1, 2024 ("AB 1228"). AB 1228 authorizes the Fast-Food Council to set fast-food restaurant standards for minimum wage and develop minimum standards on working hours and other working conditions, including health and safety standards and training. AB 1228 also authorizes the Fast-Food Council to set wages for fast food workers in California until January 1, 2029. The Council and its authority sunset January 1, 2029.

There may be other laws applicable to your business and we urge you to make further inquiries about these laws with your attorney before purchasing a franchise from us.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer and President: Todd Penegor

Todd Penegor was appointed the Chief Executive Officer of PJI and President of Papa Johns on August 1, 2024. Todd comes to PJI and Papa Johns from Wendy's, where he served as Chief Executive Officer from May 2016 to February 2024, President from January 2016 to February 2024, and Manager from April 2015 to February 2024.

Chief Financial Officer and President, North America: Ravi Thanawala

Ravi Thanawala was named Chief Financial Officer and President, North America on November 18, 2025. Ravi previously served as Chief Financial Officer and Executive Vice President, International from September 9, 2024 to November 18, 2025 and as the Interim Chief Executive Officer of PJI and President of Papa Johns from March 20, 2024 to July 31, 2024. He previously

served as the Chief Financial Officer of PJI and was appointed as Chief Financial Officer in July 2023. He was previously appointed Vice President of Papa Johns in August 2023. Ravi comes to PJI and Papa Johns from Nike, Inc. where he served as Chief Financial Officer and Vice President, Nike North America from June 2020 to July 2023. From June 2018 to June 2020 Ravi served as Chief Financial Officer and Global Vice President, Converse at Nike, Inc.

Chief Supply Chain and Operations Excellence Officer: Kurt Milburn

Kurt Milburn was named Chief Supply Chain and Operations Excellence Officer of PJI in February 2026. He previously served as Chief Supply Chain Officer after being appointed to that role in May 2024. Mr. Milburn joined Papa Johns in August 2022 as Vice President of Supply Chain Operations. Prior to Papa Johns, Mr. Milburn held several positions at Scotts Miracle-Gro from February 2011 to May 2022, the last being Senior Vice President of Supply Chain Operations.

Chief Administrative Officer: Caroline M. Oyler

Caroline Miller Oyler was appointed Chief Administrative Officer in June 2025, after serving as Chief Legal & Risk Officer and Corporate Secretary since July 2020. In her role, Ms. Oyler is responsible for human resources, legal, risk, safety and security, internal audit, facilities, and serves as Corporate Secretary. She was appointed Chief Legal & Risk Officer in 2018, and previously served as Senior Vice President, Chief Legal Officer from May 2018 to October 2018 and Senior Vice President, General Counsel from May 2014 to May 2018. During her tenure at Papa Johns, she also served as interim head of Human Resources on three separate occasions prior to her current role. Ms. Oyler joined the Company's legal department in 1999. Before joining Papa Johns, Ms. Oyler practiced law with the firm Wyatt, Tarrant and Combs LLP.

Chief Digital and Technology Officer: Kevin Vasconi

Kevin Vasconi was appointed the Chief Digital and Technology Officer of PJI on September 9, 2024. Kevin comes to PJI and Papa Johns from Wendy's, where he served as Chief Information Officer from October 2020 to February 2024. Prior to his time at Wendy's, Mr. Vasconi was the Executive Vice President, Chief Information Officer at Domino's Pizza, Inc. from March 2012 to October 2020.

Chief Marketing Officer: Jenna Bromberg

Ms. Bromberg was appointed Chief Marketing Officer of PJI on November 14, 2024. Ms. Bromberg comes to PJI and Papa Johns from Carter's, where she held various roles from 2020 to November 2024 the last being as the Group Vice President, Brand, Retail Marketing, Media and Creative. Prior to her time at Carter's, Ms. Bromberg was the Senior Director, Global Brand Marketing, at Hampton by Hilton and Tru by Hilton from 2018 to 2020.

Senior Vice President and General Counsel: John Matter

John Matter was appointed to the executive leadership team as Senior Vice President, General Counsel on November 18, 2025. Previously, from September 2024 to November 2025, Mr. Matter served as Senior Vice President, Legal and General Counsel of International. From January 2022 to September 2024, Mr. Matter served as Senior Vice President, Legal and Assistant General Counsel. From July 2020 to January 2022, Mr. Matter served as Vice President, Legal and Assistant Corporate Secretary. Mr. Matter has twenty-five years of legal experience working for law firms and public companies, including fifteen plus years in the restaurant and franchising industry.

Following the departure of Papa Johns' Senior Vice President of North America Development, the North America development team currently reports to Mr. Matter on an interim basis.

Senior Vice President Global People Experience: James Furnell

James Furnell was appointed to the executive leadership team as Senior Vice President, Global People Experience on November 18, 2025. From June 2025 to November 2025, Mr. Furnell served as Vice President, Global People Experience. Mr. Furnell joined Papa Johns in February 2023 as Head of People Experience for the International Markets. Prior to joining Papa Johns, Mr. Furnell served as Vice President, Human Resources – Global Capital Markets at MUFG from October 2021 to February 2023. Prior to that, Mr. Furnell served as Director/Head of HR, EMEA Investment Banking at Morgan Stanley from July 2017 to October 2021. He brings extensive global HR experience and a strong track record in people strategy, organizational transformation, global talent and reward initiatives across complex, multinational organizations.

Senior Vice President and General Manager, International: Chris Lyn-Sue

Chris Lyn-Sue was appointed to the executive leadership team as Senior Vice President, General Manager of International on November 18, 2025 after serving as Senior Vice President, Head of International Markets from May 2025 to November 2025. From October 2023 to May 2025 Mr. Lyn-Sue served as Vice President, Managing Director International Markets, after previously serving as Vice President of Marketing, International since October 2022. Previously from January 2021 to October 2022, he served as the Global Brand Marketing Lead, Popeyes at Restaurant Brands International. Mr. Lyn-Sue is an accomplished business leader with extensive global experience in brand management, commercial strategy, and business transformation.

Senior Vice President, FP&A, Investor Relations and Strategy: Heather Hollander

Heather Hollander joined Papa Johns in March 2025 as Senior Vice President, Investor Relations, FP&A, and Strategy, and was appointed to the executive leadership team on November 18, 2025. From December 2023 to November 2024, Ms. Hollander most recently served as Senior Vice President, Global Treasurer, and Chief Investor Relations Officer at Circana, LLC, a privately held global technology and information services company. From January 2023 to December 2023, she served as Vice President of Investor Relations at Bath and Body Works. From July 2021 to December 2022, Ms. Hollander served as Head of Investor Relations at Nordstrom, From October 2020 to June 2021, she served as Senior Director, Corporate Finance – Global FP&A at Lowe's Companies, Inc.

Senior Vice President of Operations, North America: Marc Richard

Marc Richard joined Papa John's International, Inc. in May 2025 as Senior Vice President of Operations, North America. Prior to joining Papa Johns, Mr. Richard served as Chief Operating Officer of College H.U.N.K.S. Hauling Junk and Moving from April 2024 to May 2025. Before his promotion, Mr. Richard served as Senior Vice President of Operations at College H.U.N.K.S. from October 2022 to April 2024. Mr. Richard spent most of his career in the restaurant industry as the Vice President of Franchise Operations for Smoothie King from February 2018 to October 2022.

Vice President, Design & Construction: Sean Keyes

Mr. Keyes joined Papa Johns as the Vice President, Design & Construction in March 2024. Sean comes to Papa Johns from Go To Foods where he served as Vice President, Design and Construction from January 2008 to March 2024. Prior to that, Mr. Keyes held the position of Director, Design and Construction from January 2003 to January 2008 at Focus Brands.

Divisional Vice President – Midwest Division: Mike Coomes

Mike Coomes has served as Divisional Vice President - Midwest Division of PJI since September 2008.

Divisional Vice President – East Division: Rebecca Durica

Rebecca Durica served as Franchise Business Director of PJI from November 2017 to October 2020. In October 2020, she was named Divisional Vice President for the Northeast Division of PJI.

Divisional Vice President – West Division: Daniel Collinsworth

In 2012 Mr. Collinsworth assumed the role of PJI's Operations Vice President for all corporate Restaurants in the Mid-West. In April of 2020 he was named Divisional Vice President -West of PJI.

Director: Christopher L. Coleman

Christopher Coleman was appointed to the Papa Johns board of directors in October 2012. Mr. Coleman is based in the UK, where he is Group Head of Banking at Rothschild & Co. He is a Global Partner of Rothschild & Co, Chairman of Rothschild & Co Bank International and also serves on a number of other boards and committees of the Rothschild & Co Group, which he joined in 1989.

Mr. Coleman currently serves as a non-executive director of Barrick Gold Corporation (NYSE: GOLD) (and is a member of its compensation committee and its ESG and nominating committee). Mr. Coleman was previously non-executive Chairman of Randgold Resources until the Barrick/Randgold merger in 2019.

Director: John Garratt

John Garratt was appointed to the Papa Johns board of directors in October 2023. Mr. Garratt is the former President and Chief Financial Officer of Dollar General. He was named Executive Vice President and CFO of Dollar General in 2015, holding the position until 2022 when he was promoted to President and CFO.

Director: Stephen Gibbs

Stephen Gibbs was appointed to the board of directors in October 2023. Mr. Gibbs recently served as Vice President, Chief Accounting Officer and Corporate Controller for The Home Depot from 2020 to 2023. He jointed The Home Depot from Tyson Foods, where he held the position of Senior Vice President, Controller and Chief Account Officer.

Director: Laurette Koellner

Laurette Koellner was appointed to the Papa Johns Board of Directors in June 2014. She currently serves on the board of directors of Celestica, Inc. (NYSE: CLS) (including service as the

chair of its audit committee, and a member of its compensation, and nominating and corporate governance committees), The Goodyear Tire & Rubber Company (Nasdaq: GT) (including service as Lead Director and as a member of its compensation, governance, and executive committees) and Nucor Corporation (NYSE: NUE) (including service as chair of its audit committee and member of its compensation and executive development, and governance and nominating committees).

Director: Jocelyn Mangan

Jocelyn Mangan was appointed to the Papa Johns Board of Directors in March 2019. Ms. Mangan is the CEO and Founder of Him For Her, a social enterprise whose aim is to change for-profit boards of directors to include the world's most talented women. She has served in this capacity since May 2018.

Ms. Mangan currently serves on the board of Wag! (Nasdaq: PET), a technology platform that supports pet care, and ChowNow, an online food ordering system and marketing platform.

Director: Sonya E. Medina

Sonya Medina was appointed to the Papa Johns board of directors in September 2015. Ms. Medina is a branding, social impact and communications strategist.

Ms. Medina currently serves on the board of Delta Apparel, Inc. (NYSE: DLA) (including service on its audit, and corporate governance committees).

Director: John Miller

John Miller was appointed to the Board in July, 2023. Mr. Miller served as President and Chief Executive Officer of Denny's Corporation (NASDAQ: DENN) from January 2011 to April 2022 and is an accomplished restaurant industry veteran. He continues to serve on Denny's Board of Directors. Prior to joining Denny's, Mr. Miller served as Chief Executive Officer of Taco Bueno Restaurants, Inc. (August 2005- January 2011). He also spent 17 years with Brinker International, where he held numerous management positions, including President of Romano's Macaroni Grill; President of Brinker's Mexican Concepts, responsible for overseeing On The Border and Cozymel's; and Vice President, Franchise, for the Chili's brand. Earlier in his career, he held various

operations and restaurant management positions at Unigate Restaurant/Casa Bonita in Dallas, Texas.

ITEM 3: LITIGATION

Pach Food Services, LLC v. Papa John's USA, Inc., Superior Court of New Jersey, Bergen County Division, case number 2:15-CV-05525-MCA-LDW. In May 2015, Pach Food Services, a former Papa Johns franchisee, filed suit against our affiliate, Papa John's USA, Inc. The plaintiff opened a Papa Johns Restaurant under an incentive program that included a lease of certain Restaurant equipment. The suit alleged that Papa John's USA improperly altered the lease and filed liens against equipment that the plaintiff had fully paid for and therefore was owned outright by the plaintiff and should not have been included in the lease. The suit alleged that Papa John's USA's actions constituted breach of the equipment lease, violation of the Kentucky Consumer Protection Act, unjust enrichment and conversion. The complaint sought compensatory, punitive and consequential damages in unspecified amounts, together with interest, costs and attorney fees. In April 2016, the parties settled the case. The settlement's material term was a payment to Pach Food Services of $30,000.

In Re Papa John's Employee and Franchisee Employee Antitrust Litigation, United States District Court for the Western District of Kentucky, Case No.: 3:18-CV-00825-JHM-RSE. In re Papa John's Employee & Franchise Employee Antitrust Litigation is a putative class action filed in December 2018 in the United States District Court for the Western District of Kentucky. The suit alleges that the "no-poaching" provision previously contained in the Company's franchise agreement constituted an unlawful agreement or conspiracy in restraint of trade and commerce in violation of Section 1 of the Sherman Antitrust Act. On April 14, 2022, the parties reached a settlement in principle to resolve the case. Pursuant to the terms of the proposed settlement, in exchange for the Company's payment of a total aggregate settlement amount of $5.0 million and other non-monetary consideration, all claims in the action will be dismissed, the litigation will be terminated, and the Company will receive a release. The settlement amount was recorded in General and Administrative Expenses in the Consolidated Statements of Operations in the first quarter of 2022. The District Court granted preliminary approval of the proposed settlement on August 2, 2025, and the Company made an initial payment of $2.5 million on September 5, 2025 towards the settlement with $2.5 million remaining accrued within Accrued expenses and other current liabilities in the Consolidated Balance Sheets as of December 28, 2025. The proposed settlement contains certain customary contingencies and is subject to final approval by the District Court. The Company continues to deny any liability or wrongdoing in this matter.

I&R Foods LLC v. Papa John's International, Inc., Superior Court of California, County of Riverside, Case No. CVRI2304549. On August 30, 2023, I&R Foods LLC ("I&R Foods"), a former Papa Johns franchisee, filed a Complaint against our parent and predecessor, PJI. I&R Foods executed franchise agreements for six (6) Papa Johns Restaurants and it was later determined that I&R Foods or an owner thereof operated a competing pizza business. The Complaint alleges that PJI terminated I&R Foods' franchise agreements on June 13, 2023, in violation of the terms of the franchise agreements and California law. The Complaint asserts causes of action for breach of contract, violations of the California Franchise Relations Act, intentional interference with contractual relations, and intentional interference with prospective economic advantage. The Complaint seeks actual damages related to I&R's Foods' inability to sell the Restaurants, exemplary damages allowed under California law, and reasonable attorney fees and costs as provided under the franchise agreement and California law. We filed a Petition to Compel arbitration in the United States District Court for the Western District of Kentucky on November 17, 2023. The United States District Court for the Western District of Kentucky compelled arbitration on February 19, 2024. The Superior Court of California dismissed the case on March 13, 2024. The parties are required to arbitrate the case per the terms of the franchise agreement. In March 2025 the

parties entered into a confidential settlement agreement and mutual release under which, without admission of wrongdoing, PJI agreed to pay $10,000, and the parties agreed to mutual releases and dismissal of all claims in arbitration.

Keshav Ranjan, Kaytee Pizza NY Inc. v Papa John's Franchising, LLC, Papa John's International, Inc., Case No. 01-25-0004-5686. On September 8, 2025, Keshav Ranjan, a minority shareholder of a Kaytee Pizza NY Inc. ("Kaytee"), a Papa John's franchisee, filed a demand for arbitration against Papa John's Franchising, LLC and Papa John's International, Inc. (collectively "PJI") with the American Arbitration Association. The complaint alleges wrongful termination of franchise agreement, breach of contract, breach of the implied covenant of good faith and fair dealing, unreasonable withholding of transfer approvals and seeks injunctive relief in aid of arbitration and damages. The majority shareholder of Kaytee is not a party to the complaint. We continue to deny any liability or wrongdoing in this matter, believe the allegations to be meritless, and are defending vigorously.

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

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The number of Restaurants you may develop is determined by agreement between you and Papa Johns before the Development Agreement is signed. In addition to establishing the number of Restaurants to be developed in the Development Area, the Development Schedule in the Development Agreement will also specify when each of the Restaurants is required to be opened. The total development fee deposit is computed by the product of the number of Restaurants to be opened multiplied by $5,000 to $25,000 depending on the Development Agreement (the "Development Fee Deposit"). The entire amount of the Development Fee Deposit is due and payable in a lump sum to us at the time the Development Agreement is signed and is non-refundable.

Depending on if you qualify for one of our incentives, the Initial Franchise Fee for a standard Restaurant will range from $5,000 to $25,000 and is non-refundable. The Development Fee Deposit, which will range from $5,000 to $25,000 per Restaurant, will be credited against the Initial Franchise Fee for the applicable Restaurant. If you do not qualify for an incentive or have not paid the full amount of the Initial Franchise Fee as part of the Development Fee Deposit, the balance of the Initial Franchise Fee is due and payable upon the execution of a Franchise Agreement for each standard Papa Johns Restaurant.

The Initial Franchise Fee for a Non-Traditional Restaurant and a Small Town Restaurant is $5,000 and is non-refundable. The Initial Franchise Fees are uniform amounts for Non-Traditional Restaurants and Small Town Restaurants. If the Non-Traditional Restaurant or Small Town Restaurant is included as a part of a Development Agreement, the Initial Franchise Fee is due upon execution of the Development Agreement. If the Non-Traditional Restaurant or Small Town Restaurant is not included as a part of a Development Agreement, the Initial Franchise Fee is due upon the execution of the Franchise Agreement.

The Development Fee Deposit and the Initial Franchise Fee for a standard Restaurant are not uniform amounts that are the same for every prospective franchisee. Your Development Fee Deposit or Initial Franchise Fee amount(s) will depend on a number of factors and considerations, including, without limitation, the type(s) of Restaurant(s) that you will develop under the Development Agreement, the

number of Restaurants that you will develop under the Development Agreement, your financial condition, your operational experience, whether you qualify for one of our incentives, our negotiations and agreements with you, and such other factors as we may consider and deem appropriate or relevant.

From time to time, we may offer discretionary development incentives or market-specific programs to qualified prospects. These incentives are not uniformly offered and may vary by market, timing, development commitment, and other criteria determined by us. The availability of any incentive to one prospective franchisee does not create a right to or expectation of similar incentives for others.

Any sales tax, use tax or similar tax imposed by the State in which your Papa John's franchise will be operated (or local taxing authority within that state) on the Development Fee Deposit or Initial Franchise Fee is the responsibility of the Franchisee. This does not include income taxes imposed on us, for which we are solely responsible.

As described in Item 7, certain fees are payable to—and certain items are or may be required to be purchased from—us or our Affiliates before you open your Restaurant for business, which includes:

Item	**Range of Amounts to be Paid to Us or our Affiliates – Standard Restaurant**	**Range of Amounts to be Paid to Us or our Affiliates – Small-Town Restaurant**	**Range of Amounts to be Paid to Us or our Affiliates – Non-Traditional Restaurant**
Initial Franchise Fee and/or Development Fee Deposit	$5,000 to $25,000	$5,000	$5,000
Information System	$20,000 to $30,000	$20,000 to $30,000	$0 to $30,000
GIS New Store Map Package	$1,071	$1,071	$0 to $1,071
On-Site Support Fee	$2,500	$2,500	$0 to $2,500
On-Site Installation Fee	$2,000 to $5,000	$2,000 to $5,000	$0 to $5,000
Help Desk Service Fee*	$80	$80	$0 to $80
Test Fit Fee	$950	$950	$0 to $950
Software Maintenance Fee*	$375	$375	$0 to $375
PapaNet*	$400 to $450	$400 to $450	$400 to $450
Opening Inventory (pizza dough and pizza sauce and other opening inventory and supplies)	$6,000 to $15,000	$6,000 to $15,000	$4,000 to $15,000
Total Amounts to be Paid to Us or Our Affiliates:	**$38,376 to $80,426**	**$38,376 to $60,426**	**$9,400 to $60,426**

***** *Indicates a one-month estimated fee payable prior to opening.*

These amounts are non-refundable and will vary depending on how much you purchase from us initially. We will debit your bank account for these purchases as described in Item 6 below.

Unless specifically stated otherwise, all initial fees are non-refundable.

ITEM 6: OTHER FEES

Name of Fee[1]	Amount	Due Date	Remarks
Royalty[2]	Traditional Restaurant – 5% of Net Sales[3] of the Restaurant for each Period[4]	Payable on the 10th day of each month	We will debit your bank account for Royalty due[5]
	Non-Traditional Restaurant – 5% of Net Sales[3] of the Restaurant for each Period[4]		
	Small-Town Restaurant – 6% of Net Sales[3] of the Restaurant for each Period[4]		
Digital Fee[6]	1.75% of Net Sales via Digital/Internet on-line ordering including aggregator orders.[6]	Payable on the 20th day of each month	We will debit your bank account for Digital Fees due[5]
Transfer	$4,000, or if transfer is of multiple Restaurants to more than one unaffiliated transferee, $4,000 per transferee, or if transfer is of multiple Restaurants to more than one affiliated transferee, $8,000 in total.	Prior to consummation of transfer	Payable when the Franchise Agreement, or a material portion of the assets of a Restaurant or any interest in you is transferred
Renewal	Traditional Restaurant – $4,000	Upon signing renewal franchise agreement	If you meet all the conditions relating to renewal
	Non-Traditional Restaurant and Small-Town Restaurant –$1,000		
Audit Expenses	Cost of audit, understatement plus interest at 12% per annum	10 days after billing	Payable only if understatement of greater than 5%

Name of Fee[1]	Amount	Due Date	Remarks
Interest	Lesser of: (a) 12% per annum, or (b) the maximum rate permitted by law	Continues to accrue until paid	Payable if sums due to us, the Marketing Fund, or our affiliates under the Franchise Agreement are not paid when due. Interest begins accruing from the due date of such item.
Management Fee	Compensation, travel and living expenses of the appointed manager and a per diem fee of $200.00	As agreed	Payable during period that we have chosen to appoint our manager to manage the Restaurant if the Principal Operator ceases management
Costs, Attorneys' Fees and Prejudgment Interest	Will vary under circumstances	As incurred	Payable if incurred or suffered by us in obtaining injunctive or other relief for the enforcement of or a failure to comply with the Franchise Agreement and other agreements
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your Restaurant's operations
Marketing Fund Contributions	Traditional Restaurant – 6%[7]	Payable on the 24th day of each month	We will debit your bank account for Marketing Fund Contributions due to Papa John's Marketing Fund, Inc.[5, 7]
	Non-Traditional Restaurant and Small-Town Restaurant – 25% of the standard rate[7]		
Papa Card Transaction and IVR Fees	Maximum - 2% of Papa Card redemption transactions,[8] unless we approve a higher rate[9]	Monthly	We will charge your bank account for Papa Card redemption transaction fee [5, 10, 11]
Cooperative Contributions[10]	Amount determined by Cooperative member vote. Payment to and participation in a Cooperative is currently voluntary. Participation may become mandatory in the future.[10]	As designated by Cooperative	We and our franchisees may form local advertising cooperatives and establish fees. Our Restaurants have equal voting power - one Restaurant, one vote.[10]
Local Advertising[11]	Local Advertising is currently voluntary and amounts spent are discretionary. Local Advertising expenditures may become mandatory in the future.[12]	As incurred[12]	Any amounts spent are at your discretion and paid by you. [12]

Name of Fee[1]	Amount	Due Date	Remarks
On-Site Installation and Support Fee	$2,200 for a standard 2-day installation, $1,100 per day for each additional day. We may increase this fee.	At the time the order is released and sent to the Restaurant.	We or our agent will install and support the Designated Software on your Information System. For each additional day you elect to have an installer/trainer on-site, you must pay $1,100 per day.
Software Maintenance Fee[13]	$375 per month. We may increase this fee.	All franchise Restaurants are invoiced monthly.	For software maintenance, research and development, enhancements and upgrades and installation media, if any, that we adopt, require or provide. Support for all of the capabilities and tools which comprise the Information System.
Help Desk Service Fee	Flat fee of $80 per month. We may increase this fee.	Invoiced monthly.	The Help Desk provides Information System procedural, hardware and system support. Restaurants can contact the support center via phone calls and text messages.
PapaNet	$400-$450 per month. We may increase this fee.	Invoiced monthly.	PapaNet fees cover restaurant network and internet connectivity services that support access to ordering systems, telephone services, and other operational requirements.
Hot Schedules	$33-$55 per month.	Invoiced monthly.	Hot Schedules provides a workforce scheduling tool for restaurant employees.
Required Purchases[14]	Will vary under circumstances	Due upon receipt of merchandise or installation of equipment	We will debit your bank account for purchases from us and our affiliates. The types of items required to be purchased from us or our affiliates are the Information System and related services, Designated Software, pizza dough and pizza sauce. Those items which may be purchased from our affiliates are cheese, pizza toppings, garlic butter sauce, cheese flavored sauce, equipment and smallwares package, uniforms, promotional items, printed materials, financing and certain accounting services.

Name of Fee[1]	Amount	Due Date	Remarks
Training Fees	$150 per year per Restaurant	Invoiced annually	You are required to participate in our designated online training system.
Alternative Supplier Fees	Reasonable cost of inspection of supplier and the actual cost of the test	Upon demand	Only due if you propose a new supplier or vendors (or particular suppliers) that we have not previously approved.
Liquidated Damages	Amount equal to the average royalty for the twelve (12) month period preceding termination or breach multiplied by twenty-four (24)	Upon termination of Franchise Agreement for franchisee's breach or default	Payable when the Franchise Agreement is terminated for franchisee's breach or default.

1/ All fees except Marketing Fund contributions, Papa Card transaction fees, Cooperative Contributions and local advertising are imposed by and payable to us. Except as noted, all fees are uniform and are non-refundable.

2/ Under the Franchise Agreement, these fees may be increased by any amount, up to 6% of Net Sales, at any time. However, we may increase the Royalty only if and to the extent that our franchise agreement then being offered to new franchisees provides for a Royalty at least as high as the increased rate. Any sales tax, use tax or similar tax imposed by the state in which your Papa Johns franchise will be operated (or any local taxing authority within that state) on the Royalty will be your responsibility. This does not include income taxes imposed on us, for which we are solely responsible. As further described in Item 8, you are required to purchase certain food items from our affiliate, PJ Food Service. PJ Food Service's pricing includes unattended delivery services, which is dependent on a regularized delivery schedule and routine accessibility of the Restaurant. In certain locations, PJ Food Service is unable to achieve the economic efficiencies that are afforded by regularized delivery to traditional Papa Johns locations. For example, the loading area may not be accessible by the large tractor & trailer trucks that PJ Food Service uses to service traditional Restaurants. Also, the irregular schedule of events or sales volumes at a location may require special deliveries at irregular times or more or less often than the regular twice weekly deliveries provided to traditional Restaurants. In those cases, PJ Food Service may use a different, higher pricing schedule than the pricing schedule for traditional Restaurants, due to the higher costs of servicing the location. However, if that is the case for Non-Traditional Restaurants, we may adjust the royalty in order to help offset the higher food prices charged.

3/ Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services (including revenues from special or promotional sales efforts such as Groupon, Living Social or other discounted sales programs), delivery services or any other revenue-generating activity carried on at, from or in connection with the operation of the Restaurant (whether the sales are evidenced by cash, check, credit, charge account, gift card or otherwise), less: sales tax, use tax or similar tax collected from customers and paid in full to the state or other local taxing authority, any documented refunds actually paid to customers (if originally included in calculating Net Sales), and proceeds from sales of used furniture and fixtures and similar sales not in the ordinary course of business.

4/ Period is defined as a month or multi-week time frame constituting a single accounting period. We currently specify a 4-4-5 accounting system under which the first two Periods in a fiscal

quarter are 4 weeks each, and the third Period is 5 weeks. The cycle is repeated 4 times each year.

5/ Before opening, you must sign and deliver to us and your bank all required documents, including the authorization form attached as Exhibit F that permit us to debit your bank account (by check, electronic funds transfer or via the Information System or other means) for each Period's Royalty, Digital Fee, Marketing Fund contributions due to Papa John's Marketing Fund, Inc., Papa Card transaction activity and for any other amounts owed to us or our affiliates. We will debit your account on the 11th day of each month or on the next business day thereafter for Royalty payments, on the 25th (or next business day) for collections on behalf of and remitted to Papa John's Marketing Fund, Inc. for your Marketing Fund contributions and on the 20th (or next business day) for Digital Fees. We may change the dates of collection from time to time, but we will give you one period advance notice before any change. We will initiate a net debit or credit to your bank account for weekly Papa Card transaction activity. A debit will result from customer purchases of cards and/or balance increases and a credit will result from customer card redemptions. If we are unable to poll Net Sales through your Restaurant's computer system and do not receive a written report of Net Sales through other means, we may estimate Net Sales for such Period and debit your account accordingly. We will apply any overpayment against the next Period's Royalty and Marketing Fund contributions. Any deficiency will be debited against your account. If for any reason your account cannot be debited, you must submit payments by wire transfer or check on or before the due date. You must indemnify and hold us harmless from all damages, losses, costs and expenses resulting from any dishonored debit on your account unless caused by our negligence or mistake.

6/ We operate systems by which customers are able to place orders digitally and/or on-line via the internet and other emerging technologies. You will be required to participate in the on-line and technology-based ordering system. The Digital Fee is collected only on the amount of your Net Sales effected through the on-line and technology-based ordering system.

The Board of Directors of the Marketing Fund may raise or lower this fee. Any aggregator sales conducted through the on-line and technology-based ordering system will be subject to the 1.75% of Net Sales Digital Fee.

7/ The members of the Marketing Fund approved a Marketing Fund initiative (the "NMF Initiative") that, among other matters, established a contribution rate of 6% of Net Sales beginning April 1, 2024 and continuing until December 30, 2029 (unless the NMF Initiative is earlier repealed or changed by a vote of the members of the Marketing Fund). Also, if we raise the standard system royalty at any time before December 30, 2029, the Marketing Fund contribution rate automatically reverts to 5% of Net Sales for the period of time the royalty increase is in effect. Non-Traditional Restaurants and Small-Town Restaurants are required to pay an amount equal to 25% of the current standard rate, currently 1.50% of Net Sales (that is, 25% of 6%). Small-Town Restaurants do not make a separate contribution to the Marketing Fund; instead, for those franchises, Marketing Fund contributions are included in the Royalty.

Before opening, you must sign and deliver to us the Advertising Agreement attached as Exhibit H, by which you will become a member of Papa John's Marketing Fund, Inc. (the "Marketing Fund"). As a member of the Marketing Fund, you will be entitled to vote on certain proposed changes to the Marketing Fund contribution rate (See Item 11).

8/ Non-Traditional Restaurants are not generally required to participate in the Papa Card program.

9/ This fee may be increased by the Board of Directors of the Marketing Fund, but the fee may not be increased to a rate greater than 2% unless approved by us (See Item 11).

10/ We may also collect cooperative contributions by electronic transfer if approved by the Cooperative and us and remit the funds to the Cooperative. This would be done only with the written agreement of the Cooperative. However, we are not responsible to follow-up on Cooperative ACH Returns. Notwithstanding the foregoing and only with respect to some existing franchisees, in some instances certain existing Cooperative contractual commitments will need to be satisfied prior to ceasing participation in the Cooperative.

As part of the NMF Initiative, the members of the Marketing Fund approved making participation in and contribution to a Cooperative voluntary for franchisees until December 30, 2029. If at any time prior to December 30, 2029, the NMF Initiative is repealed or changed by a vote of the members of the Marketing Fund, or otherwise any time after December 30, 2029 (a "Mandatory Period"), then participation in and contribution to a Cooperative may become mandatory under the terms of the Franchise Agreement. During any Mandatory Period, the minimum Cooperative contribution would be 2% of Net Sales, but franchisees would be able to opt to take the Cooperative contribution rate down to an amount to make the combined Cooperative and Marketing Fund contribution rate 7% of Net Sales. During any Mandatory Period, a reduction in the Cooperative contribution rate, other than to bring the combined Cooperative rate and Marketing Fund rate to 7%, could be done with a majority vote of Restaurants in the Cooperative or by agreement. During a Mandatory Period, Cooperative members may opt to pay a higher amount, so the current highest contribution rate may exceed 2%. Non-Traditional Restaurants pay 25% of the Cooperative's contribution rate for standard Restaurants during a Mandatory Period. During a Mandatory Period, Small-Town Restaurants do not make a separate contribution to the Cooperative, but instead the required contribution of 25% of the Cooperative's contribution rate is included in the Royalty. During any Mandatory Period, if we control any particular Cooperative, we will not charge more than 7% of Net Sales unless agreed upon by a majority of the Cooperative or by a vote of not less than 2/3 of Restaurants. Non-Traditional Restaurants and Small-Town Restaurants do not have voting rights in cooperatives.

11/ As part of the NMF Initiative the members of the Marketing Fund approved making local marketing spending voluntary for franchisees until December 30, 2029. If at any time prior to December 30, 2029, the NMF Initiative is repealed or changed by a vote of the members of the Marketing Fund, or otherwise any time after December 30, 2029 (a "Mandatory Period") local advertising may become mandatory as described in Footnote 12 below. During any Mandatory Period, in addition to the combined National Marketing Fund and Cooperative contributions, Small-Town Restaurants are required to spend a minimum of 2% of Net Sales on local advertising, marketing and promotional efforts. Local advertising spending requirements may not be applicable to some Non-Traditional Restaurants during any Mandatory Period. Standard Traditional Restaurants will still be required to spend a minimum of $10,000 in grand opening initiatives and Small-Town Restaurants will still be required to spend at minimum of $5,000 in grand opening initiatives.

12/ As part of the NMF Initiative, the members of the Marketing Fund approved relieving franchisees of any obligation to spend any minimum aggregate amount on combined contributions to the Marketing Fund, Cooperative contributions, and local marketing spending, other than the requirement to pay the 6% of Net Sales contribution rate to the Marketing Fund, until December 30, 2029.

If at any time prior to December 30, 2029, the NMF Initiative is earlier repealed or changed by a vote of the members of the Marketing Fund, or otherwise after December 30, 2029 (a "Mandatory Period"), a minimum marketing aggregate spend may be re-instituted. During a Mandatory Period, you are required to spend a minimum of 8% of Net Sales of the Restaurant on Marketing Fund contributions, Cooperative contributions and local store marketing and advertising. Assuming, for example, a Marketing Fund contribution rate of 5% and a Cooperative contribution rate

of 2% during a Mandatory Period, you would be required to spend a minimum of 1% of Net Sales (8% - 5% - 2% = 1%) on local store marketing, advertising and promotional efforts. Local advertising expenditure may not be required of Non-Traditional Restaurants (see Footnote 11, above). These amounts would be required to be spent monthly during a Mandatory Period, and you would be required to submit required reports documenting your expenditures as we request from time to time.

13/ We collect a Software Maintenance Fee for our continued research and development, enhancements, upgrades and installation media related to the Information System. Support for all of the capabilities and tools which comprise the Information System.

14/ As described in detail in Items 7 and 8, you are required to purchase certain items from us and our affiliates before opening and as a part of ongoing operations. As further described in Item 8, there are certain other items that may be purchased from our affiliates.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT STANDARD RESTAURANT AND SMALL-TOWN RESTAURANT				
Expenditures	**Estimated Amount or Low-High Range**	**When Payable**	**Method of Payment**	**To Whom Paid**
Initial Franchise Fee; Development Fee Deposit (17)	$5,000 to $25,000	Upon signing of the Franchise Agreement. However, if you execute a Development Agreement, you will pay $5,000 to $25,000 as a Development Fee Deposit upon signing of the Development Agreement and the remainder of the Initial Franchise Fee would be due upon signing of the Franchise Agreement.	Lump Sum	Us
GIS New Store Map Package	$1,071	Prior to execution	Lump Sum	Us
Construction/ Leasehold Improvements (1)	$102,000 to $365,000	As Incurred	As Agreed	Outside Suppliers
Furniture, Fixtures and Equipment (2)	$77,000 to $239,000	As Incurred	As Agreed	Outside Suppliers

YOUR ESTIMATED INITIAL INVESTMENT STANDARD RESTAURANT AND SMALL-TOWN RESTAURANT				
Expenditures	**Estimated Amount or Low-High Range**	**When Payable**	**Method of Payment**	**To Whom Paid**
Information System (3)	$20,000 to $30,000	When system is ordered	Lump Sum	Us
On-Site Support Fee (4)	$2,500	As Incurred	Lump Sum	Us or our Affiliate
On-Site Installation Fee (3)	$2,000 to $5,000	When Designated Software is installed	Lump Sum	Us or our Affiliate
Help Desk Service Fee (5)	$240	$80.00 Monthly	Lump Sum	Us or our Affiliate
Software Maintenance Fee (3)	$1,125 to $1,491	$375-$497 Monthly	Lump Sum	Us or our Affiliate
PapaNet (6)	$1,200 to $1,350	$400-$450 Monthly	Lump Sum	Us or our Affiliate
Hot Schedules	$99 to $165	$33 to $55 Monthly	Lump Sum	Outside Suppliers
Signage	$7,300 to $30,000	As Incurred	As Agreed	Outside Suppliers
Test Fit Fee (7)	$950	As Incurred	Lump Sum	Us or our Affiliate
First Month's Rent (8)	$2,500 to $8,500	As specified in lease or sublease	Lump Sum	Landlord
Security Deposit and other deposits, Insurance Premium (8)(9)	$2,500 to $10,000	On signing lease or sublease	Lump Sum	Landlord
Opening Inventory and Supplies (10)	$6,000 to $15,000	As Incurred	As Agreed	Us, Our Affiliates or Outside Suppliers
Opening Advertising (11)	$10,000 to $30,000	As Incurred	As Incurred	Third Parties
Training Expenses (12)	$15,000 to $50,000	As Incurred	As Incurred	Third Parties
Miscellaneous Opening Costs (13)	$5,000 to $25,000	As Incurred	As Incurred	Third Parties
Additional Funds – 3 months (14)	$20,000 to $50,000	As Incurred	As Incurred	Third Parties

YOUR ESTIMATED INITIAL INVESTMENT STANDARD RESTAURANT AND SMALL-TOWN RESTAURANT				
Expenditures	**Estimated Amount or Low-High Range**	**When Payable**	**Method of Payment**	**To Whom Paid**
TOTAL ESTIMATED INITIAL INVESTMENT (PRE-OPENING AND FIRST 3 MONTHS OF OPERATION) (15)	$281,485 to $890,267			

YOUR ESTIMATED INITIAL INVESTMENT — NON-TRADITIONAL RESTAURANT				
Expenditures	**Estimated Amount or Estimated Low-High Range**	**When Payable**	**Method of Payment**	**To Whom Paid**
Initial Franchise Fee; Development Fee Deposit (17)	$5,000	Upon signing of the Development Agreement or the Franchise Agreement, as applicable.	Lump Sum	Us
GIS New Store Map Package (16)	$0 to $1,071	Prior to execution	Lump Sum	Us
Construction/ Leasehold Improvements (1)(16)	$25,000 to $125,000	As Incurred	As Agreed	Outside Suppliers
Furniture, Fixtures and Equipment (2)(16)	$37,000 to $87,000	As Incurred	As Agreed	Outside Suppliers
Information System (3)	$0 to $30,000	When system is ordered	Lump Sum	Us or our Affiliates
On-Site Support Fee (3)(4)	$0 to $2,500	As incurred	Lump Sum	Us or our Affiliates
On-Site Installation Fee (3)	$0 to $5,000	When Designated Software is installed	Lump Sum	Us or our Affiliates

YOUR ESTIMATED INITIAL INVESTMENT — NON-TRADITIONAL RESTAURANT				
Expenditures	**Estimated Amount or Estimated Low-High Range**	**When Payable**	**Method of Payment**	**To Whom Paid**
Help Desk Service Fee (3)(5)	$0 to $240	$80.00 per month incurred	Lump Sum	Us or our Affiliates
Software Maintenance Fee (3)	$0 to $1,491	$497 Monthly	Lump Sum	Us or our Affiliates
Signage	$8,000 to $30,000	As Incurred	As Agreed	Outside Suppliers
First Month's Rent (8)(16)	$0 to $5,000	As specified in lease or sublease	Lump Sum	Landlord
Security Deposit and other deposits, Insurance Premium (8)(9)(16)	$1,000 to $6,000	On signing lease or sublease	Lump Sum	Landlord
Opening Inventory and Supplies (10)	$4,000 to $15,000	As Incurred	As Agreed	Us, Our Affiliates or Outside Suppliers
Opening Advertising (11)	$10,000 to $15,000	As Incurred	As Incurred	Third Parties
Training Expenses (12)	$10,000 to $20,000	As Incurred	As Incurred	Third Parties
Miscellaneous Opening Costs (13)	$5,000 to $25,000	As Incurred	As Incurred	Third Parties
Additional Funds - 3 months (14)	$20,000 to $50,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (PRE- OPENING AND FIRST 3 MONTHS OF OPERATION) (15) (16)	$125,000 to $423,302			

Explanatory Notes — Standard, Small-Town, and Non-Traditional Restaurants

1. These amounts apply to a Restaurant located in leased space in a shopping center, strip center or continuously operating Non-Traditional location, such as a mall, university, airport or university food court. These amounts are net our average tenant improvement allowance of $42,000. The square footage of a Restaurant is estimated to be 1,200 to 1,600 square feet. The nature of the premises for Restaurants is expected to vary widely, but it is anticipated that nearly all Restaurants will be operated

from leased premises. Non-Traditional Restaurants may require space sufficient to operate at a major sports facility or limited to a seasonal kiosk at an outdoor park. The cost of constructing or remodeling and preparing leased premises will depend upon a number of variables, including such factors as the condition and the square footage of the premises, and construction costs prevailing in the area where the Restaurant will be located. We estimate leasehold improvements for an in-line Restaurant range from $120,000 to $493,000. Our average leasehold improvements for an in-line Restaurant are $335,000 and our average architect fee are $33,000. If the Restaurant will be located in an existing free-standing location, we estimate these costs can go as high as $700,000. If you elect to construct a new building for the Restaurant, we estimate the cost could be up to $2,000,000 which would include the building and site work, however, only a miniscule percentage of franchisees elect to construct a new building. These costs include charges for architects or engineers, which can range from $12,000 to $35,000. These costs vary widely depending on the geographic area and the nature and extent of the work to be performed. The estimate includes permit and impact fees, which vary widely depending on the geographic area, but range from $1,000 to $20,000 or more. Labor costs incurred in construction or remodeling may also vary significantly depending on the availability of labor, whether union or non-union labor is utilized, prevailing labor rates for skilled and unskilled labor and other factors which may vary from market to market.

2. This item includes a make-line, sinks, walk-in coolers, ovens, hood and exhaust system, prep tables, shelving, smallwares, a phone system and answering machine, a desk, filing cabinets, Papa Card processing equipment and related office supplies. The low end of the range assumes that you take over an existing restaurant space with some of these items already in place. The high end of the range assumes that all new equipment is purchased, including two ovens. An equipment package for a 1,400 square foot Restaurant averages $170,000. A Non-Traditional Restaurant in a large-capacity venue, such as a large football or baseball stadium may require additional ovens or other additional fixtures and equipment. The equipment that you must obtain for a Non-Traditional Restaurant will vary widely depending on the nature of the Restaurant. For example, a Non-Traditional Restaurant may use one oven at a small location or may use six or more ovens for a large Restaurant.

3. As described in Item 11 of this Disclosure Document, we will require you to purchase, lease or obtain the Information System. PJI and its subsidiaries are currently the only approved suppliers. The Initial Investment table includes the estimated cost of purchasing and licensing all aspects of the Information System as currently configured. You may contract with a third party that we certify or approve or make other suitable arrangements for installation and/or support services that we approve. However, you will be required to pay your third-party vendor to provide these services and we do not establish the fees charged by such third-party providers.

Most Non-Traditional Restaurants will not be required to obtain the Information System (see Item 11). However, all Non-Traditional Restaurants will be required to have point-of-sale technology that we have approved, which must include, at a minimum, the capability of electronic reporting of sales data. If the Information System is not required, you will not incur the Help Desk Service Fee, the Software Maintenance Fee, On-Site Support Fee or the On-Site Installation Fee. If you do acquire the Information System or are required to utilize the Information System, you are required to utilize our services for help desk, on-site support, and installation (unless the installation is performed by a qualified installer approved by us). If you do not utilize the Information System and are not required to do so as outlined herein, you will not incur the Help Desk Service Fee, On-Site Support Fee or the On-Site Installation Fee.

4. This fee is paid to us for in-store support on the Information System.

5. If you utilize the Information System you are required to subscribe to our Help Desk Services for a flat fee of $80 per month. These rates are subject to change.

6. This fee is paid for in restaurant network and internet connectivity services enabling access to orders, phones and other operational needs.

7. This one-time fee is paid to us or our affiliates for any design and/or architecture services provided by us, our affiliates, or our designees during the development of the Restaurant. Non-Traditional Restaurants may not be required to pay the Test Fit Fee. Subject to our prior written consent for any third-party service providers, you will not be required to pay the Test Fit Fee if you choose not to use our, our affiliates', or our designees' design and/or architecture services for your Restaurant.

8. The amount of the first month's rent and security deposit will depend on the area of the country in which the Restaurant is located, the size, condition and location of the premises, the availability and demand for the premises among prospective lessees. If a building is purchased or constructed rather than leased, you will incur additional capital or financing costs, or both, the extent of which cannot be estimated and will be determined by market conditions and other factors. Non-Traditional Restaurants may in some cases pay a percentage of sales or similar volume-based charge in lieu of fixed rental payments. These charges are expected to vary greatly depending on the nature of the Restaurant's location and its customer traffic.

9. In addition to the security deposit, this amount also covers utility and other deposits and your initial insurance premium. These deposits are typically refundable.

10. The difference between the low and high ranges is attributable to the actual size of the Restaurant and the amount of the food products, materials and supplies that you order. We will offer guidance and suggestions as to the proper amounts. You should talk to other franchisees prior to deciding how much to order.

11. The amount at the lower end of the range is for advertising that you conduct in connection with the opening of your first Restaurant and does not include any contributions to the Marketing Fund or to a Cooperative. You are obligated under the Franchise Agreement to conduct grand opening advertising for both Standard and Small-Town Restaurants. Standard, Small-Town, and Non-Traditional Restaurants are each required to spend a minimum of $10,000 on grand-opening advertising, marketing, and promotional efforts. We (or an affiliated entity) may make promotional items available for grand opening programs, and we may provide guidance and assistance to you to develop and execute such programs (see Item 11).

12. You are responsible for costs and expenses of your trainees (such as travel, meals, lodging and the trainee's compensation). The estimated range includes the expenses of transportation to the certified training Restaurant, lodging and meals for one person based on a seven-week training period. We may require the training period to extend for more than 16 weeks depending on the level of retail pizza and/or restaurant experience of the trainee. We also require training on the Information System. Training is required for your Principal Operator, multi-unit supervisors, and management team before your first Restaurant is opened. However, the costs will vary depending on the actual number of trainees, the distance to be traveled, the means of transportation used, the choice or availability of lodging and the experience of the trainees.

13. This item covers miscellaneous opening costs and expenses, such as installation of telephones, business licenses, and recruiting and opening team training costs.

14. This item estimates your initial startup expenses for a three-month period and assumes you pay the maximum estimated figure for monthly rent. These expenses include payroll costs for one Restaurant manager and other Restaurant employees, but do not include any draw or salary for you. This item does not include royalty or advertising payments, which will be based on your revenue. Also, we cannot estimate the cost of any financing interest or the amount of any debt service obligation. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business.

15. For standard Restaurants, we relied on over 30 years of business experience from our predecessors and affiliates to compile these estimates, and on information that we have obtained from our current franchisees. For Non-Traditional Restaurants and Small-Town Restaurants, we have relied on our predecessors' and affiliates' experience, and that of our franchisees, in operating Restaurants at non-traditional and small-town locations. Our predecessor had approximately 15 years of experience with these type of operations, and the information obtained from our franchisees is based on their experience. Some of the costs will vary depending on whether the Restaurant is the first one you open in a market or one of several you operate in the same market.

None of the estimated expenditures listed in the table are refundable, except (i) utility deposits are usually refundable, and (ii) lease security deposits may be refundable. Except as described in Item 10, with respect to the lease of Restaurant equipment, we do not offer financing for any part of the initial investment. The availability and terms of financing from third parties will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate does not include any finance charge, interest or debt service obligation. The ranges between the lower and upper estimates in the table for standard Restaurants are sometimes wide due to the inherent differences in locations, including size of the space, commercial characteristics of the local area and size and nature of the potential customer base.

16. Because of the widely varying requirements for different types of Non-Traditional Restaurants, there is wide variation in the low and high end of the estimated costs set forth in the table. Non-Traditional Restaurants can generally be grouped into two categories, both with particular and widely varying characteristics: Captive (Stadiums, Arenas, Colleges, & Airports) and C-Store. Non-Traditional Restaurants operated in sports stadiums and arenas typically have intermittent operations, opening only on days when there is an event scheduled for the venue. The equipment needs of a Restaurant operating in a stadium or arena can vary widely, depending on the number of serving locations. In a small venue, there may be only one cooking station. In a large capacity stadium, there may be multiple cooking stations, each requiring its own set of ovens, make-line, cooler and other furnishings and equipment. Certain Captive Non-Traditional Restaurants may sell a limited product line, such as pizza by the slice or an 8-inch personal size pizza. These types of Non-Traditional Restaurants are typically operated in a food court, such as at a shopping mall, airport or university student center. These Restaurants often require less equipment and furnishings due to the limited product offerings. A C-Store is a Restaurant that offers a full range of menu items but does not offer delivery service. These Restaurants are typically operated inside convenience stores or sometimes in large metropolitan centers with a high volume of foot traffic. Also, in some venues the owner or operator of the venue may provide any necessary construction or remodeling. Rent may be zero in many stadiums and arenas because the owner or operator of the venue, or sometimes the general concessionaire, may charge a percentage of sales as a commission, while not making any separate charge for your occupancy of the space in which the Restaurant is located. Often, the venue provides utility services, so you will not incur costs for security deposits or fees for installation of utility hook-ups, which typically are already in place in the venue. Also, in Non-Traditional Restaurants, some space and equipment may be shared (e.g., information system, beverage station, cooler, prep area, dish area, storage, restrooms). Further, some Non-Traditional Restaurants may offer delivery from the Restaurant, in which case the GIS New Store Map Package Fee would be payable.

17. As further described in Item 5, the Development Fee Deposit is between $5,000 and $25,000 per Restaurant for standard Restaurants, and the Development Fee Deposit is $5,000 per Non-Traditional Restaurant and Small-Town Restaurant. There is no minimum number of Restaurants required to be developed under a Development Agreement; however, it is our standard practice to require that all franchisees execute a Development Agreement, even if the franchisee only desires to open one Restaurant.

The "TOTAL ESTIMATED INITIAL INVESTMENT (PRE- OPENING AND FIRST 3 MONTHS OF OPERATION)" row in the above tables reflects that the Development Fee Deposit will be

applied to the initial Franchise Agreement for your first Restaurant and credited against your Initial Franchise Fee for your first Restaurant.

Your total Development Fee Deposit will depend on the number of Restaurants to be opened under your Development Agreement. You and we must agree upon the number of Restaurants to be opened under your Development Agreement, as well as the Development Fee Deposit amount payable per Restaurant. By way of example, the total Development Fee Deposit payable under a Development Agreement for the right to develop 3 standard Restaurants would be between $15,000 and $75,000, depending on where the Development Fee Deposit falls within the range described above (put differently, if the Development Fee Deposit is set at $5,000 per Restaurant, the franchisee would be required to pay a $15,000 Development Fee Deposit upon signing the Development Agreement; and if the Development Fee Deposit is set at $25,000 per standard Restaurant, the franchisee would be required to pay a $75,000 Development Fee Deposit upon signing the Development Fee Deposit). Regardless of the number of Restaurants to be developed or the amount of the Development Fee Deposit, the Development Fee Deposit will be credited towards the Initial Franchise Fee payable in connection with each executed Franchise Agreement for Restaurants developed under the Development Agreement. By way of example, if a Development Agreement sets the Development Fee Deposit at $5,000 per Restaurant and the Development Agreement provides the franchisee a right to develop 3 Restaurants, the franchisee would pay the $15,000 Development Fee Deposit upon signing the Development Agreement and $5,000 per Restaurant would be credited against the Initial Franchise Fee for each successive Restaurant.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to follow the standards and specifications that we establish periodically with respect to food products, packaging, advertising materials, supplies, ingredients, equipment, computer hardware and software, fixtures, furnishings and other items, including non-food inventory items, used in the operation of your Restaurant. Other than those items that you may be required to purchase from us, PJ Food Service or another designated supplier, you may purchase from any approved supplier.

A list of approved products and the suppliers from which those products may be purchased may be published in the Manuals or in policy and procedures statements or provided to you by other written communication, and we may amend the list from time to time. If you want to purchase any products from a supplier other than an approved or designated supplier, you must submit to us a written request for approval of such supplier or must request the supplier itself to do so. Our representatives must be permitted to inspect the supplier's facilities, and samples from the supplier must be delivered to us or to an independent laboratory that we choose for testing. We may charge you or the supplier an amount not to exceed the reasonable cost of the inspection and the actual cost of the tests. We will use reasonable efforts to begin an investigation of the proposed supplier and/or product within 30 days. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current criteria. We do not provide our criteria for supplier approval to our franchisees.

PJ USA is currently the only approved supplier of the Information System and certain related services described in Items 6 and 11 and will also sell or license the Designated Software, all as further described in Item 11. We presently require that you purchase pizza dough and pizza sauce only from our affiliate PJ Food Service. You may also be required to purchase from PJ Food Service, or another designated approved supplier, food items that either have been specially prepared and contain trade secrets, or that we consider to be integral to the System, or both. We reserve the right to require you to purchase from PJ Food Service, or other sources we designate, additional or other items, and we or our affiliates may derive revenue from such purchases. If you are required to purchase products and supplies from PJ Food Service or another designated supplier in addition to those specified above, it is expected that the

products and supplies that would be required to be purchased would be mainly food items and ingredients, although we may also require you to purchase certain promotional items and to obtain certain services from designated suppliers. The purposes of such a requirement would generally be to protect secret recipes, to ensure high standards of quality and product consistency, to protect or enhance the System and the System's public image and goodwill, or to execute a national promotional campaign. PJ Food Service also sells packaging and paper products and most other food products used in a Papa Johns Restaurant. The Authorization form that you are required to sign pursuant to the Franchise Agreement authorizes us and our affiliates to debit your bank account the amounts due from you for purchases. All sales by our affiliates are on the terms and conditions they specify.

As noted in Item 6, PJ Food Service may charge higher prices for delivery of food products and other items to certain Restaurants than it charges for the same goods delivered to other Papa Johns locations if the Restaurant cannot be serviced according to PJ Food Service's standard means and/or procedures This is due to the increased costs that PJ Food Service incurs in order to accommodate deviations from its standard operating procedures. For example, in one instance a venue for a Non-Traditional Restaurant could not accommodate deliveries by large tractor & trailer trucks. In order to service the location, PJ Food Service purchased a smaller refrigerated vehicle, which was dedicated to serving that particular location. However, as noted in Item 6, if PJ Food Service charges higher prices to a Non-Traditional Restaurant than its regularly scheduled prices charged to traditional Restaurants, we may offset the increased costs by reducing or waiving the royalty for the Non-Traditional Restaurant.

If PJ Food Service ceases operating or ceases supplying you (other than as a result of the termination or expiration of the Franchise or your failure to meet their payment terms), we will use reasonable efforts to provide you with names, addresses and phone numbers of alternative approved suppliers and the products available from each such supplier.

Preferred Marketing Solutions, Inc., d/b/a Preferred Printing and Promotions ("PMS") previously served as a pre-approved supplier of uniforms and promotional items and pre-approved printed materials. On October 22, 2023, PMS sold substantially all of its assets to a third party that is not affiliated with us. PMS is currently still an approved supplier of some of the products and services utilized in the System and may provide products or services to our franchisees.

In 2025 we or our affiliates received $5.9 million from designated suppliers because of their transactions with our franchisees and with us. Except as described below, we do not negotiate purchase arrangements with suppliers for your benefit. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives. None of our officers owns an interest in any companies that are vendors or suppliers to the Franchise, except that (as noted in Item 1) our affiliates (including PJ Food Service) are wholly owned subsidiaries of our parent company, PJI, and suppliers to "Papa Johns" Restaurants, and some of our officers, who have ownership interests in us, therefore also indirectly own interests in those affiliated suppliers.

In 2024, we negotiated a ten year extension with our soft drink supplier which provides material benefits to franchisees. The contract will expire June 30, 2034.

Through PJ Food Service, we administer a cheese pricing program (the "Cheese Program"), a program designed to reduce the volatility of cheese prices to Papa Johns Restaurants on a periodic basis. Through the Cheese Program, PJ Food Service establishes the price of cheese it sells to Papa Johns Restaurants and maintains that price for an entire fiscal Period (a four- or five-week period, approximating one month), even if the market price of cheese fluctuates during the Period.

If cheese prices rise during a Period, the Cheese Program will incur a deficit because PJ Food Service will continue to sell cheese at the established price for the remainder of the Period, even though the established price is below the market price at which PJ Food Service purchases cheese. For that

reason, we and PJ Food Service are willing to administer the Cheese Program and establish cheese prices for entire fiscal Periods only if franchisees sign the Cheese Purchase Agreement (the "Cheese Purchase Agreement"), the form of which is attached as Exhibit G. Under the Cheese Purchase Agreement, you commit to continue to purchase cheese from PJ Food Service as long as the Cheese Program has a deficit, or to pay a pro-rata share of the deficit if you cease to purchase cheese from PJ Food Service. You are not required to sign the Cheese Purchase Agreement or participate in the Cheese Program. However, if you choose not to sign the Cheese Purchase Agreement but still purchase cheese from PJ Food Service, you will pay a higher price for cheese than Cheese Program participants. The higher price will more closely reflect actual cheese market prices so as to shield PJ Food Service from accumulating a deficit. As of the date of this Disclosure Document, that price is set at $0.10 per pound higher than the price charged to Cheese Program participants.

If cheese prices fall during a Period, the Cheese Program will build a surplus because PJ Food Service will continue to sell cheese to franchisees at the established price for the remainder of the Period, even though the established price is above the market price at which PJ Food Service purchases cheese. In that case, PJ Food Service will establish the price of cheese for the subsequent Period at a level designed to draw down the surplus. Consequently, over the long term, the amount that Cheese Program participants pay for cheese will approximate the actual market price of cheese, and Cheese Program deficits and surpluses will balance to zero. The price of cheese charged by PJ Food Service may differ from the market price in the short term but will not vary over the course of a Period, enabling franchisees to make pricing decisions and promotional plans for the Period without concern that a sudden rise in cheese prices might adversely affect the economics of the price or promotions.

In our fiscal year ending December 28, 2025, revenue received by our affiliates from the sale of products or services to our North America franchisees was: PJ USA $74.6 million and PJ Food Service $854.2 million. These amounts represent approximately 45% of our total revenues. All of the required purchases that you must obtain from us or our affiliates represent up to 13% of your total purchases in connection with the establishment of a standard Restaurant or a Non-Traditional Restaurant and up to 24% of your overall purchases in operating a Restaurant. All of the required purchases that you must obtain from approved suppliers or in accordance with specifications and standards represent up to 86% of your total purchases in connection with the establishment of a Restaurant and approximately 79% of your overall purchases in operating a Restaurant. These figures were derived from our audited financial statements or internal accounting records, in the case of standard Restaurants, and from our experience and that of our franchisees in operating Non-Traditional Restaurants.

All advertising and promotion by you in any manner or medium (including, for example, advertising via the Internet, social media and digital messaging) must be done in a professional and dignified manner and must meet our specified standards and requirements. You must submit to us (in a form and manner approved by us), for our prior approval (except with respect to prices to be charged), samples of all advertising or promotional plans and materials that you want to use and that have not been prepared or previously approved by us within the 90-day period preceding the intended use (if the sample is of any promotion to be undertaken via electronic medium, you must provide us a printed copy of all information contained in the promotion, indicating all links, if any, to other web sites, e-mail sites or other promotions via electronic medium). If you do not receive our written disapproval within 20 days, we will be deemed to have given the required approval. You must always comply with our directions regarding advertising, including modifying or discontinuing use of any advertising, promotional materials, or advertising service providers regardless of whether such materials or providers had been previously approved.

If you will occupy the premises of the Restaurant under a lease, the initial term of the lease, or the initial term together with any renewal terms, must not be for less than the initial term of the Franchise Agreement, except for certain Non-Traditional Restaurant locations, which may of necessity have lease terms as short as one year or even one season. You must submit a copy of the executed signature pages of the lease, as well as a copy of the executed Addendum to Lease (which is attached to this Disclosure

Document as Exhibit A to the Franchise Agreement) for the Restaurant to us immediately after signing and copies of the full leases and any exhibits and addenda at such other times as we may request. The lease must include such terms and conditions as are specifically set forth in the Addendum to Lease in the Franchise Agreement, except that most Non-Traditional Restaurant locations are exempt from this requirement.

We require Papa Johns Restaurants to be constructed or remodeled in accordance with our specifications. The Franchise Agreement requires that you purchase or lease and use only such equipment as we may specify or approve. Any alterations to our specifications that you propose to make must be approved by us in writing before any work is begun on the proposed alteration.

The Franchise Agreement requires you to maintain one or more insurance policies that are issued by insurance carriers rated "B+" or better by A.M. Best Company and within the limits specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises): (i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements; (ii) workers' compensation and other insurance with limits required by law; (iii) fire legal liability (unless you own the premises in which the Restaurant is located or have a cross-waiver of subrogation with your landlord); (iv) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for (A) Premises and Operations Liability, (B) Products and Completed Operations Liability, (C) Independent Contractors Protective Liability, (D) Blanket Contractual Liability insuring the obligations assumed by you under the Franchise Agreement, and (E) Incidental Medical Malpractice; and (v) automobile liability insurance, including non-owned automobiles (not required for Non- Traditional Restaurants that do not offer delivery service). Excluding (ii), the limits of liability required for each of the policies described above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; $2,000,000 general aggregate; and $500,000 for fire legal liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location. The limits of liability must not be less than $1,000,000 combined single limit each accident for bodily injury and property damage combined. You are also required to maintain an umbrella policy with a minimum of $1,000,000, which must expressly provide coverage in addition to the coverages listed above including employers liability coverage included in (ii). You must maintain the insurance coverages and amounts listed above, even if using third-party delivery services. Excluding (ii), we must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend.

Upon request, you must deliver to us copies of all required insurance policies and proof of payment of insurance premiums. All policies required under the Franchise Agreement must provide that the insurer will give us written notice not less than 30 days before any policy or coverage may be canceled, materially altered, or permitted to lapse or expire. We also have the right to require you to increase the limits of any required policy of insurance. We expect that the required limits would not be increased unless deemed reasonably necessary: (1) to protect against increased liability exposures; (2) to cover additional equipment, leasehold improvements or signage requirements; or (3) as a result of a change in law or other factors justifying such increase.

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. (FA=Franchise Agreement; NTFA=Franchise Agreement – Non-Traditional Restaurant; STFA=Franchise Agreement – Small Town Restaurant; DA=Development Agreement; OA=Owner Agreement; RA=Relationship Agreement)

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	FA, NTFA, & STFA: 1 and 6 DA: 3.(d), 3.(h), 3.(j), and 5 OA: Not applicable RA: Not applicable	Items 7 and 11
(b) Pre-opening purchases/leases	FA, NTFA, & STFA: 8.(a)(i), 10, 11, and 12 DA: 2.(b), 3.(d), 3.(h), 3.(j), and 5 OA: Not applicable RA: Not applicable	Items 7, 8 and 11
(c) Site development and other pre-opening requirements	FA, NTFA, & STFA: 6, 8.(a)(i), 8.(b), 10, and 11 DA: 3 and 5 OA: Not applicable RA: Not applicable	Items 6, 7 and 11
(d) Initial and ongoing training	FA, NTFA, & STFA: 10.(c)(v), 11.(a)(iii), and 11.(d) DA: 3.(c) and 8.(c) OA: Not applicable RA: Not applicable	Items 7 and 11
(e) Opening	FA, NTFA, & STFA: 1 DA: 2.(b), 3.(a), 3.(b), 3.(e), 3.(f), and 3.(g) OA: Not applicable RA: Not applicable	Item 11
(f) Fees	FA, NTFA, & STFA: 3 and 10 DA: 2 and 3.(h) OA: Not applicable RA: Not applicable	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/Operations Manual	FA, NTFA, & STFA: 10, 11, and 13 DA: 3.(f) OA: Not applicable RA: 2.(a), 2.(b), and 3	Items 8 and 11

(h) Trademarks and proprietary information	FA, NTFA, & STFA: 7, 10, 16.(e), 16.(f) and 17 DA: Not applicable OA: Not applicable RA: 2.(d)	Items 13 and 14
(i) Restrictions on products/services offered	FA, NTFA, & STFA: 11.(c), 11.(e), 11.(f), and 12 DA: Not applicable OA: Not applicable RA: 2.(c) and 3	Items 11 and 16
(j) Warranty and customer service requirements	None	
(k) Territorial development and sales quotas	FA, NTFA, & STFA: 5 DA: 1.(a), 1.(c), and 3.(f) OA: Not applicable RA: Not applicable	Item 12
(l) On-going product/service purchases	FA, NTFA, & STFA: 10 and 12 DA: Not applicable OA: Not applicable RA: Not applicable	Item 8
(m) Maintenance, appearance and remodeling requirements	FA, NTFA, & STFA: 10 DA: Not applicable OA: Not applicable RA: Not applicable	Item 11
(n) Insurance	FA, NTFA, & STFA: 18 DA: Not applicable OA: Not applicable RA: Not applicable	Items 7 and 8
(o) Advertising	FA, NTFA, & STFA: 8 DA: Not applicable OA: Not applicable RA: Not applicable	Items 6, 7, 8 and 11
(p) Indemnification	FA, NTFA, & STFA: 3.(d), 3.(e)(iii), 20.(a)(v), 20.(b)(iii). and 21.(c) DA: 16.(b) OA: Not applicable RA: 3.(d)(ii) (if applicable)	Item 6

(q) Owner's participation / management / staffing	FA, NTFA, & STFA: 11.(a), 11.(b), and 11.(c) DA: 8 OA: Not applicable RA: 2.(b)	Items 11 and 15
(r) Records / reports	FA, NTFA, & STFA: 3.(e), 8.(c)(v), 10.(c), and 13 DA: Not applicable OA: Not applicable RA: 3.(a)	Item 6
(s) Inspections / audits	FA, NTFA, & STFA: 4.(d), 11.(m), and 13.(e) DA: Not applicable OA: Not applicable RA: Not applicable	Item 6
(t) Transfer	FA, NTFA, & STFA: 14 and 15 DA: 10 OA: 3.(e) and 4 RA: 4.(r)	Item 17
(u) Renewal	FA, NTFA, & STFA: 2 DA: Not applicable OA: Not applicable RA: Not applicable	Item 17
(v) Post-termination obligations	FA, NTFA, & STFA: 6.(c), 8.(i)(ii)(E), 9, 10.(c)(iv)(E), 17, and 20 DA: 9.(e) OA: 2.(b), 2.(c), 2.(d), and 2.(e) RA: 2.(e)	Item 6 and Item 17
(w) Non-competition covenants	FA, NTFA, & STFA: 16.(a), 16.(c), 16.(e), and 20 DA: 9.(e) OA: 2 RA: 2.(e)	Item 17
(x) Dispute resolution	FA, NTFA, & STFA: 23.(a) DA: 14.(a) OA: Not applicable RA: 4.(d)	Item 17

ITEM 10: FINANCING

Except for the lease and payment arrangements described in this Item 10, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

When you sign a Development Agreement for multiple Restaurants, we may offer you in our discretion through our affiliate, PJUSA, the opportunity to acquire certain equipment for the Restaurants via a 48-month lease for a value ranging from $30,000 to $125,000 depending on the terms of your Development Agreement. You will purchase the equipment and if you meet certain requirements of the Development Agreement you will be reimbursed for such equipment upon the opening of the applicable Restaurant, execution of a Bill of Sale and Assignment attached as Exhibit B to the Development Agreement transferring ownership of the equipment to PJI or one of its affiliates, and execution of the Equipment Lease (as hereinafter defined). The cost of the equipment will be amortized or repaid as explained in the Equipment Lease. The equipment package may include a set of PJI approved ovens, the Information System, or other Restaurant equipment as determined by us. The form of the lease agreement for the equipment (the "Equipment Lease") is attached hereto as Exhibit C and as Exhibit C to the Development Agreement. If we offer you this equipment lease package, the terms will be as follows:

To qualify for the equipment lease purchase, the Restaurant must be open in accordance with the development schedule for the Restaurant as set forth in the Development Agreement and you must have executed the Bill of Sale and Assignment and Equipment Lease with PJUSA. If you satisfy all of those requirements and you continue to meet all requirements hereunder and comply with the terms of your Development Agreement, all of your Franchise Agreements, and the Equipment Lease, we (through our affiliate PJUSA) will reimburse you for the cost of the equipment within 60 days after you execute the Bill of Sale and Assignment and Equipment Lease. If the Restaurant is not open for business on or before the scheduled date set forth in the Development Agreement and Equipment Lease, PJUSA may revoke the Equipment Lease and rescind and terminate the Bill of Sale and Assignment and all obligations to reimburse you for the cost of the equipment (if you have not already been reimbursed) or, if you have been reimbursed, require you to pay back to PJUSA the full amount of the reimbursement or return the equipment to PJUSA at your expense.

If the Restaurant closes, or you are otherwise not in compliance with the Equipment Lease, the Development Agreement, or any Franchise Agreement, or in good standing during the lease period, we may revoke and terminate your Equipment Lease, require you to pay for the unamortized amount for the equipment, and/or repossess and dispose of the equipment, at our election.

The principal financing terms under the Equipment Lease are as follows:

- There are no interest or finance charges under the Equipment Lease.
- Under the Equipment Lease, no periodic payments are due. A single payment of $50 is due at the end of the lease's 48-month term.
- Under the Equipment Lease, we will retain a security interest in the equipment, which will be filed with the appropriate authority in your state.
- We do not require a guaranty specific to the Equipment Lease. However, if you are a corporation, LLC or other business entity, under the Owner Agreement each of your owners must personally guarantee all of your debts and obligations to us and our affiliates. This would include payments due under the Equipment Lease. A copy of the Owner Agreement is attached as Exhibit K-1.
- Prepayment is not available under the Equipment Lease. The option to purchase the equipment for $50 applies only at the end of the lease term and only if the Restaurant

has been continuously open and operating throughout the lease term and you are otherwise in compliance with the Equipment Lease, Development Agreement, and all Franchise Agreements.

- If you are in default under the Equipment Lease we may terminate the Equipment Lease and: (a) we or our designated agents or representatives may enter the site and repossess the equipment; (b) we may sue for a court ordered repossession; and in either case, you must pay all costs and charges incurred by us in connection with repossessing the equipment, including without limitation, costs or charges incurred by us to recover the equipment and return it to a location chosen by us; and (c) we may require you to pay the unamortized amount of the equipment
- Under the Equipment Lease:

a. You are required to pay all costs of and we will not reimburse you for (a) transportation and freight charges for delivery of the equipment to your Restaurant; and (b) providing a suitable site for installation of the equipment and actual installation of the equipment at the Restaurant, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

b. If the Equipment Lease expires or is terminated and you are not eligible to purchase the equipment as provided under the Equipment Lease, within 10 days of termination or expiration you are required, at your own cost and expense, to prepare the equipment for shipping and deliver the equipment to PJUSA or its designated agent. If you fail or refuse to do so, you are required to allow PJUSA or its agents access to the premises where the equipment is located to take immediate possession. The equipment must be returned to PJUSA in substantially the same condition as received, ordinary wear and tear excepted. Upon receipt of the equipment, PJUSA will perform diagnostic testing to determine whether the equipment is in good condition and working order reasonably suited for its normal use and operation. If the equipment fails such diagnostic testing, you will be required to pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the equipment to good condition and working order.

c. During the term of the Equipment Lease, the equipment remains the sole and exclusive property of PJUSA. You have no right or property interest in the equipment except for the right to possess and use the equipment in the operation of your Restaurant. The equipment remains personal property even if installed in or attached to real property.

d. You are required to keep the equipment free and clear from all claims, levies, liens and encumbrances.

e. The equipment may be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes.

f. You may not make any alterations to the Equipment without PJUSA's prior written consent.

g. During the term of the Equipment Lease, you must, at your own cost and expense, maintain the equipment in good working order and make any and all repairs necessary to maintain the equipment in good working order.

h. You assume and bear the risk of loss or damage to the equipment from the time you order the equipment until the equipment is returned to PJUSA, if applicable. You are required to keep the equipment insured against all risks of loss in an amount not less than the replacement cost of the equipment and carry general commercial liability insurance covering the equipment.

i. You are obligated to indemnify and defend PJUSA against all claims, liabilities, costs, damages and expenses arising from or related to your possession, use or operation of the equipment.

Neither Papa Johns nor any of our affiliates receives any consideration for placing financing with any lender.

We are unable to estimate whether you will be able to obtain financing for any part or all of the investments necessary to open a Papa Johns franchise or the terms of any financing, all of which will depend on general credit conditions and the creditworthiness of you and your owners.

Under the terms of the Franchise Agreement, a pledge of any Franchise Agreement or Development Agreement, or any rights or obligations under them, in connection with obtaining financing constitutes a transfer requiring our approval. It is our policy not to approve any pledge of any franchise or development rights, or other liens, royalty deferrals or subordination provisions that may be sought by the SBA or bank lenders. A lien against your assets to secure a loan for the construction, remodeling, equipping or operation of the Restaurant is generally outside the scope of this restriction.

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

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

Development Agreement

Before you open a Restaurant, we will:

(1) grant you rights to establish a specific number of Restaurants at locations we approve within the Development Area (Development Agreement - Section 1.(a));

(2) offer certain training programs designed to assist you in the operation of the Restaurant, as more fully described below (Development Agreement - Section 3.(c));

(3) not unreasonably withhold our approval of a site that meets our requirements* (Development Agreement - Section 3.(b));

(4) approve all plans for the layout of all equipment, signs and leasehold improvements in each Restaurant, which plans must be prepared according to our specifications (Development Agreement - Section 5); and

(5) deliver the Franchise Agreement to you after you provide the address and telephone number for an approved location that you have leased or purchased, provided, the approval of a location and the delivery of a Franchise Agreement by us is conditioned upon our determination in our reasonable judgment, that:

(a) you have the financial and operational capacity to develop and operate the Restaurant;

(b) the site that you have proposed for the Restaurant is within the Development Area and is a suitable site based upon criteria that we establish from time to time; and

(c) you and your owners are in compliance with the Development Agreement and each Franchise Agreement executed pursuant to the Development Agreement (Development Agreement - Sections 3.(b), 3.(e), and 3.(f)).

* You must provide sites for consideration in an appropriate amount of time for us to evaluate the sites and if approval is given, for you to open in accordance with your Development Schedule. If we cannot agree on a site for development in accordance with the Development Schedule, we may terminate the Development Agreement. We reserve the right to approve all sites opened under the Development Agreement according to our then-current approval standards. Each site must be approved. A fully executed lease or deed that conveys either a fee or leasehold interest for the approved site must be submitted to us within one hundred twenty (120) days prior to the date such restaurant is required to be opened and operating as set forth in the Development Schedule, and we may terminate the Development Agreement if you fail to meet this executed lease or deed date. Construction must begin on each site at least 90 days prior to the date that such site is required to be opened under the Development Agreement, and we may terminate the Development Agreement if you fail to meet this construction start date.

Franchise Agreement

Before you open the Restaurant, we will:

(1) provide specifications for the design of the Restaurant and related facilities at the approved location (Franchise Agreement – Section 4.(a));

(2) provide you with specifications and approved suppliers for all equipment, communications and computer hardware and software, design, signs, furnishings and fixtures (Franchise Agreement - Section 4.(b));

(3) provide you with specifications and standards, and may mandate certain designated and approved suppliers, for: (a) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant; and (b) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant (Franchise Agreement - Section 4.(c)); and

(4) lend you one copy of the confidential manuals (the "Manuals") for the Restaurant. The Manuals contain mandatory and suggested specifications, standards, System policies and operating procedures that we prescribe and may also include information about your other obligations under the Franchise Agreement. The Manuals may be revised to reflect changes in the System. Such changes may include, without limitation, decor, design, appearance, equipment, methods, standards and specifications, operating procedures, Information System, System policies, menus, recipes and food and beverage products to be used in the operation of the Restaurant. You must keep the Manuals confidential and current and must not copy any part of any manual. The table of contents of the Manuals as of our last fiscal year end is attached to this Disclosure Document as Exhibit I). The Manuals consist of 383 pages (including the table of contents, 4 pages), covering the following subjects: Introduction, 5 pages; Food Safety/Recall, 8 pages; Opening and Closing, 20 pages; Dough Management, 13 pages; Food Preparation, 45 pages; Order Taking, 20 pages; Dough Slapping, 19 pages; Pizza Topping, 15 pages; Oven Tending, 14 pages; Delivery, 11 pages; Getting Better, 14 pages; Equipment, 35 pages; Troubleshooting, 6 pages; Employment Practices and Development, 54

pages; Restaurant Safety and Security, 36 pages; Financial Controls, 45 pages; Support Departments, 14 pages; Franchise Development, 4 pages (Franchise Agreement - Section 11.(e)).

During your operation of the Restaurant, we will:

(1) communicate to you information relating to the operation of the Restaurant to the extent we deem it necessary or pertinent (Franchise Agreement - Section 4.(e));

(2) revise the Manuals (Franchise Agreement - Section 11.(e));

(3) not unreasonably withhold approval to a proposed transfer if all requirements are met (Franchise Agreement - Section 14.(c));

(4) administer the Papa John's Marketing Fund, Inc. (the "Marketing Fund"), a Kentucky non-profit organization organized to receive, hold and spend contributions from its members in connection with producing and conducting advertising related to Papa Johns and Papa Johns Restaurants and products (Franchise Agreement, Section 8));

(5) operate and maintain the On-Line Ordering System (Franchise Agreement- Section 4.(f)) (not applicable to Non- Traditional Restaurants);

(6) administer Papa Card, Inc., a Colorado non-profit corporation and wholly-owned subsidiary of the Marketing Fund, to process Papa Card transactions and receive Papa Card transaction fees for standard Restaurants (Franchise Agreement - Section 3.(b)). Non-Traditional Restaurants are not required to accept payment via Papa Cards and typically do not do so;

(7) administer the Cheese Program (see Item 8); and

(8) administer the Papa Rewards program, a customer loyalty program.

Site Selection

Under the Development Agreement and Franchise Agreement, you select the site for your Restaurant. With respect to each proposed location, you must submit a completed site evaluation form, together with such other information and materials as we may reasonably request. We will not unreasonably withhold our approval of a location. We will consider such factors as we deem material, including the demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition, nature of other businesses in proximity to the site, commercial characteristics (including the lease terms) and the size, appearance and other physical characteristics of the site. Any proposed lease must include an addendum in the form of Exhibit A to the Franchise Agreement or contain terms and conditions that we approve as substantially similar to those contained in Exhibit A to the Franchise Agreement. Once a site is approved and has been leased or purchased, we will deliver the Franchise Agreement to you after you provide the address and telephone number (generally not applicable to Non-Traditional Restaurants) for the location. The Franchise Agreement for such location must be signed by you and submitted to us along with the payment of the Initial Franchise Fee (minus any Development Fee Deposit already paid for that location) within 10 days after delivery to you.

Under the Development Agreement, our approval of a location and the delivery of a Franchise Agreement may be conditioned upon our determination in our reasonable judgment, that: (i) you have the financial and operational capacity to develop and operate the Restaurant; (ii) the proposed site for the

Restaurant is within the Development Area and is a suitable site based upon criteria established by us from time to time; and (iii) you and your owners are in compliance with the Development Agreement and all Franchise Agreements executed pursuant to the Development Agreement.

We estimate that there will be an interval of 90 to 120 days between the execution of the Development Agreement and the opening of the first Restaurant, which includes a typical interval of 15 to 20 days between the execution of the Franchise Agreement and the opening of the Restaurant, but the interval may vary based upon such factors as the location and condition of the site, the construction schedule for the Restaurant, the extent to which an existing location must be constructed, upgraded or remodeled, the delivery schedule for equipment and supplies, delays in securing financing arrangements and completing training and your compliance with local laws and regulations. You must open the Restaurant for business within 60 days after the execution of the Franchise Agreement unless we agree otherwise (Franchise Agreement - Section 1). Each site must be approved. A fully executed lease or deed that conveys either a fee or leasehold interest for the approved site must be submitted to us within one hundred twenty (120) days prior to the date such Restaurant is required to be opened and operating as set forth in the Development Schedule, and we may terminate the Development Agreement if you fail to meet this executed lease or deed date (Development Agreement – Section 3.(b)(i)).Construction must begin on each site at least 90 days prior to the date that such site is required to be opened under the Development Agreement, and we may terminate the Development Agreement if you fail to meet this construction start date (Development Agreement – Section 3.(b)(i).

Pricing

You have the sole responsibility for establishing your prices, provided however: (i) we may set mandatory maximum price points for national promotions to the extent permitted by law; (ii) you will not make or collect any delivery charge or other separate charge for delivered products, regardless of how named or characterized, without our reasonable approval; and (iii) you will not enter into any agreement, arrangement or concerted practice with any other person whatsoever, in violation of any applicable law. Our affiliate, PJ Food Service's, may offer delivery of products to certain standard Restaurants. Except as described below in Information Systems, Papa Johns will not deliver or install any equipment, signs, fixtures, opening inventory, or supplies. Pricing includes unattended delivery services, which is dependent on a regularized delivery schedule and routine accessibility of the Restaurant. Non-Traditional Restaurants and certain locations where delivery may not be economically efficient may incur higher costs for regular deliveries.

Marketing

The Articles of Incorporation of the Marketing Fund provide that all of our franchisees (and any entity licensed by us to grant Papa Johns franchises) must become members of the Marketing Fund. The By-Laws of the Marketing Fund currently provide for 4 directors, 2 of whom we appoint and 2 of whom are elected by the Franchise Advisory Council, a council representing our franchisees, whose members are elected by franchisees. Under the By-Laws, we have the right to the tie-breaking vote on all matters subject to vote of the directors. All Marketing Fund contribution rate decisions up to 3% are made by the Board of Directors of the Marketing Fund (the "Board"). In order to raise the contribution rate above 3% of Net Sales, the affirmative vote of not less than 2/3 of the Restaurants (including Restaurants that we own) voting in a referendum on the proposed change is required. On each matter on which members are entitled to vote, each member is entitled to one vote for each standard Restaurant that it owns or controls. We would have one vote on all matters for each standard Restaurant that we own or control. Non-Traditional Restaurants and Small-Town Restaurants are non-voting members of the Marketing Fund. As described in Item 6, you are also required to sign the Advertising Agreement. In December 2023, the members of the Marketing Fund approved an initiative (the “NMF Initiative”) that, among other matters, increased the contribution rate to 6%, beginning on April 1, 2024 (the first day of the second quarter of our 2024 fiscal year) and ending on December 30, 2029.

Thereafter, the rate will be subject to increase or decrease by action of the Marketing Fund Board (and vote of the members, if required), as provided in the Marketing Fund's Bylaws. However, if we increase the royalty at any time before December 30, 2029, the Marketing Fund contribution rate automatically reverts to 5% on the effective date of the royalty increase for the time period that such royalty increase is in effect. Non-Traditional Restaurants and Small-Town Restaurants are required to contribute 25% of the standard contribution rate.

Under the Advertising Agreement, you acknowledge membership in the Marketing Fund and contractually obligate yourself to make required contributions to the Marketing Fund and to otherwise comply with the Articles of Incorporation and By-Laws of the Marketing Fund and any rules and regulations that the Marketing Fund may adopt. The Marketing Fund has been organized and is intended to operate as a non-profit corporation, and should not be taxed on its receipt of contributions. The Marketing Fund's use of the Marks is governed by a License Agreement entered into between PJI and the Marketing Fund.

The Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the Papa Johns brand and the System. We, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa Johns Restaurants operating in such geographic area or that you or your Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We are not required to spend any amount on advertising in the geographic area where your Franchise is located. We, our officers, directors, agents and employees are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our and their respective officers, directors, agents or employees, will not be liable to you for the maintenance, direction or administration of the Marketing Fund, including for contributions, expenditures, investments or borrowings, except for acts constituting willful misconduct.

We will make contributions to the Marketing Fund for each Restaurant that we or our affiliates own on the same basis as required of comparable franchisees within the System (our standard Restaurants will contribute under the same requirements as franchised outlets and our non-traditional outlets will contribute on the same basis as franchised non-traditional outlets).

As long as you are in compliance with the Advertising Agreement and the Articles and By-Laws of the Marketing Fund, you will be furnished with advertising materials that were produced by or for the Marketing Fund for System-wide distribution, on the same terms and conditions as such materials are furnished to other franchisees.

As described in Item 6 and as provided in the Advertising Agreement, your bank account will be debited for Marketing Fund contributions. Contributions to the Marketing Fund may be used to defray our expenses only to the extent of the administrative costs and overhead that we may reasonably incur in rendering services to the Marketing Fund. The funds collected by the Marketing Fund, and any earnings, are not and will not be an asset of us or any franchisee.

We will prepare an annual statement of monies collected and costs incurred by the Marketing Fund, audited by an independent CPA firm, and furnish it to you upon written request. Contributions are not necessarily spent in the year received. Any amounts not spent are carried forward to the next year. During the fiscal year ending December 28, 2025, a total of $199.9 million was spent by the Marketing Fund. These monies were spent on the following:

Category	Percentage
Production	8%
Media	82%
Promotions and Public Relations	6%
Research	3%
Administrative/Other	1%
	100%

No money was spent by the Marketing Fund to solicit new franchisees. The Marketing Fund may place advertising in any media, including digital, print, radio and television. The coverage is typically national but local and regional campaigns have been undertaken and such campaigns will likely be repeated. Advertising is developed by both our in-house marketing department and national and regional advertising agencies and is designed to benefit all Papa Johns Restaurants equally. However, we have no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to Marketing Fund contributions made by Papa Johns Restaurants in the area or that any Papa Johns Restaurant will benefit directly or in proportion to its contribution to the Marketing Fund.

Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund will not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

The Board of Directors of the Marketing Fund approved the Development Incentive described in Item 6 above (footnote 12), in which franchisees that open standard Restaurants in the United States in 2025 that are required to be opened in 2025, or are incremental to required openings, will not pay contributions to the Marketing Fund for 3 years from the date of the qualifying standard Restaurant's opening. At the end of the 3-year period, the qualifying standard Restaurant will pay the then-standard Marketing Fund contribution rate. Standard Restaurants that are opened in 2025 that were required to be opened prior to 2025 do not qualify for the Development Incentive. To qualify and continue to qualify for the Development Incentive the franchisee must remain in good standing with us, including but not limited to, paying all fees when due, being in compliance with all development obligations, and remaining in operational compliance with all standards of the Papa Johns brand. Non-Traditional Restaurants and Small-Town Restaurants do not qualify for the Development Incentive. You are also required to participate in the Papa Card program administered by Papa Card, Inc., except that Non-Traditional Restaurants are generally not required to accept payment via Papa Cards. The Papa Card is an electronic cash card available for purchase and redemption at Papa Johns Restaurants for use as a gift certificate or other purchase credit purposes for food and beverage purchases. Customers may also increase or replenish balances available on the Papa Card. Customers may redeem the balance (or any portion thereof) on the Papa Card for food and beverage purchases. We will debit or credit your bank account for the net amount of Papa Card purchases/ balance increases and redemption transactions on a weekly basis. Upon redemption of a Papa Card for a purchase transaction at your Restaurant, you will incur a fee of 2% of the transaction amount to Papa Card, Inc. to defray the expenses of administering the Papa Card Program. This fee will be collected monthly and the rate may be changed by the Board of the Marketing Fund but may be set higher than 2% only if approved by us. The funds collected by Papa Card, Inc., and any earnings, are not and will not be, an asset of us or any franchisee. All assets and earnings of Papa Card, Inc. will be applied to administer the Papa Card Program, including production and distribution of Papa Cards, promoting the program to consumers and processing transactions.

We may require you to participate in local Cooperatives. A Cooperative is an organization established for Restaurants in a specified geographic area (typically a "Designated Marketing Area" or "DMA," encompassing the area whose television broadcast coverage is predominately provided by

broadcasters located in a proximate city). Currently and until December 30, 2029, as part of the NMF Initiative, participation in local Cooperatives and local advertising is voluntary. Participation may become mandatory in the future upon the vote of the Members of the Marketing Fund to repeal or change the NMF Initiative or after December 30, 2029. If you are required to contribute during a Mandatory Period (as defined in Item 6, footnote 12 above), no Restaurant will be required to contribute to more than one Cooperative. Notwithstanding the foregoing and only with respect to some existing franchisees, in some instances certain existing Cooperative contractual commitments will need to be satisfied prior to ceasing participation in the Cooperative. Although we specify the area and the Restaurants covered, each Cooperative is operated and controlled by its members. However, no dissolution of a Cooperative by its members will affect the requirement that all Restaurants in the area that we have specified must participate in a Cooperative if Cooperatives are mandatory at that time (i.e., during a Mandatory Period). The members of each Cooperative will have the authority to establish the contribution rate for its members, and during any Mandatory Period the contribution rate must be a minimum of 2% of Net Sales and maximum of 5% of Net Sales. Local Cooperatives must at all times comply with the provisions of the Franchise Agreement.

During any Mandatory Period, approval by the Franchisor is necessary to reduce the monthly contribution below 2% of Net Sales. However, you are not required to contribute more than 7% of Net Sales to the Marketing Fund and Cooperative combined during any Mandatory Period, and if your Cooperative sets a contribution rate that would cause your combined Marketing Fund and Cooperative contributions to exceed 7% of Net Sales, you may reduce your Cooperative contribution so as to reduce your combined Marketing Fund and Cooperative contributions to 7%. You may not reduce your Marketing Fund contributions without our approval. Any increase in the Cooperative contribution rate during any Mandatory Period will be submitted to a vote of the members of the Cooperative and will take effect only if approved by (i) a majority of votes cast if the proposed increased monthly contribution rate is not more than 5% of Net Sales, or (ii) two-thirds of the votes of a Cooperative's members if the proposed increased monthly contribution rate is above 5% of Net Sales. During any Mandatory Period, we may authorize a Cooperative to set the contribution rate at less than 2% but we reserve the right to subsequently withdraw our approval of a reduced rate and require that the minimum contribution rate of 2% of Net Sales be re-established. During any Mandatory Period, Non-Traditional Restaurants are required to contribute to the Cooperative pursuant to the terms of their respective Franchise Agreements.

On matters submitted to a vote of the members, you will be entitled to one vote for each standard Restaurant that you own or control which is located in the applicable DMA. Non-Traditional Restaurants and Small-Town Restaurants are not voting members of their Cooperative. We will also have one vote for each Restaurant that we own or control which is located in the applicable DMA. We may also authorize any Cooperative to determine contributions on a different basis (fixed amount, geographic location, etc.). Our decision on any issue concerning Cooperative contributions is final.

The form and structure of a Cooperative must be as permitted by applicable state law and in conformity with the Franchise Agreement. A suggested form of By-Laws for an unincorporated Cooperative is attached to this Disclosure Document as Exhibit J. Any significant deviation from this form must be approved by us. Each Cooperative must commence operation on a date that we designate in advance. Before signing the Franchise Agreement, organizational documents of your Cooperative are available for your review. Each Cooperative will be organized for the purposes of producing and conducting general advertising, marketing, and promotional programs and activities for use in and around the applicable DMA and developing standardized promotional materials for use by the members. We will make contributions to each Cooperative of which we or our affiliates are members on the same basis as required of comparable franchisees within the System during any Mandatory Period. No advertising programs or materials may be used by a Cooperative or furnished to its members, and no advertising or promotional activities may be conducted by a Cooperative, without our prior written approval. Any

advertising agency or media placement agency employed by a Cooperative must be approved by us. If you are a member of a Cooperative, you must make your contributions to your Cooperative on the date and in the manner designated by the Cooperative.

You must also submit such statements, data, and reports as may be designated by us and your Cooperative, including but not limited to reports on your utilization of marketing funds. The Cooperative will submit to us such statements and reports as we may designate. Each Cooperative is required to prepare annual financial statements. Cooperative contributions are not required by us to be spent in the year received. We do have the right to audit a Cooperative or any agency approved to conduct marketing activities for Cooperatives. We may designate a formula for calculating a proration or reduction of the contribution rate for Restaurants in a Cooperative based on media coverage. If Cooperatives are mandatory we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant any franchisee an exemption from the requirement of membership in a Cooperative. An exemption may be for any length of time and may apply to one or more Restaurants owned by a franchisee. We may also exempt one or more Restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. Our decision concerning an exemption is final. If any exemption is granted to you, you may be required to spend on local advertising up to the full amount that would otherwise be payable to the Cooperative.

In addition to Marketing Fund and Cooperative advertising contributions, you may during a Mandatory Period be required to conduct certain local advertising and ongoing monthly expenditures for each standard Restaurant based on the Net Sales of the Restaurant. Non-Traditional Restaurants generally are not required to conduct local advertising and marketing. The percentage of Net Sales that you may be required to spend each month for local advertising during any Mandatory Period is 8% (for a traditional Restaurant) minus the percentage required to be contributed to the Marketing Fund and your Cooperative during the Mandatory Period. Small-Town Restaurants may be required to spend 2% of Net Sales for local advertising during any Mandatory Period. At this time and until December 30, 2029, as part of the NMF Initiative, expenditures on local advertising are voluntary. Participation may become mandatory in the future upon the vote of the Members of the Marketing Fund to repeal or change the NMF Initiative or after December 30, 2029.

All advertising programs and materials that have not been prepared or approved by us within the 90-day period preceding their intended use must be submitted to us for approval. If we do not notify you within 30 days after we receive the proposed program or advertising materials that we disapprove of such materials, we are deemed to have given our approval. You must at all times comply with our instructions regarding the use of advertising programs and materials, including modifying or ceasing to use such materials, whether or not such materials had been previously prepared or approved by us. You may be required to submit reports verifying your local marketing expenditures as we request during a Mandatory Period. Non-Traditional Restaurants generally are not required to undertake local advertising.

We may spend our own funds to produce such promotional materials and conduct such advertising as we deem necessary or desirable. In any advertising conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included and the medium employed, and we have no duty or obligation to supply you with any advertising or promotional materials produced by or for us at our sole expense.

We will be the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, a Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, will not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials

or rights, including copyrights, generated by such advertising. You must assign to us at your own cost any contractual rights or copyright that you acquire in any advertising. We operate a customer loyalty program called Papa Rewards. Under the Papa Rewards program, customers can earn points each time they make a purchase. Upon reaching a 15-point threshold, those points are converted to currency called Papa Dough, which members can use to reduce the cost of future purchases. From time to time, the Papa Rewards program may run promotions that gift customers free items.

As used in the Franchise Agreement and this Disclosure Document, the term "advertising" also includes Websites and social media such as Facebook, Twitter, Instagram, Linkedin, Snapchat, TikTok, and other forms of social media. The term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to the Restaurant, any of the Marks, us, or the System. The term Website includes, among other things, Internet, mobile websites, mobile apps, intranet, e-mail and World Wide Web home pages, as well as pages on social media and other electronic services (Franchise Agreement - Section 8(h)). In connection with any Website: (a) before establishing the Website, you must submit to us a sample of the Website format and information in the form and manner we may reasonably require; (b) you may not establish or use the Website without our prior written approval; (c) in addition to any other requirements, you must comply with the standards and specifications for Websites that we establish from time to time in the Manuals or otherwise in writing; (d) upon our written request, you must establish your Website only as part of our Website and/or establish electronic links to our Website; and (e) if you propose any material revision to the Website or any of the information contained in the Website, you submit each such revision to us for our prior written approval.

You must keep books and business records according to our formats (Franchise Agreement - Section 13). You must buy and use the computer system and software that we periodically designate.

Information Systems

For standard Papa Johns Restaurants, you will be required to purchase, license and use in the operation of a Restaurant only the Designated Software and Information System that we periodically specify and require. The "Information System" means those brands, types, makes and/or models of communications and computer systems, hardware, software, network devices, security systems and internet access platforms specified and required by us for use in the Restaurant or for transferring data between or among Papa Johns Restaurants and/or us. The Information System will include hardware and point of sale systems, back-office systems, information storage, retrieval, data transmission systems, third party integrations, inventory management, software maintenance, reporting and analytics, research and development systems, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, and security systems. The "Designated Software" means such software, programming and services as we may specify and require for use by you in the Restaurant as part of the Information System. The Designated Software may consist of software purchased or licensed from us or a third party and/or contain third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements"). The Designated Software may also consist of or contain proprietary computer programs that we may develop or cause to be developed and that are owned by us and that we designate for use on the Information System in the operation of a Restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs"). We may designate or approve an alternative or different Information System.

The Designated Software currently includes Proprietary Programs and the Information System is proprietary to Papa Johns. We have not approved any compatible equivalent system. The hardware components of the Information System are not proprietary to Papa Johns but must be acquired from an approved supplier and must meet the specifications and requirements of the Information System.

The Designated Software that we currently require is proprietary to Papa Johns. We will provide software maintenance, research and development, upgrades and enhancements for the Information System. The annual cost of this service is the Software Maintenance Fee of $375 per month (payable and invoiced monthly), as further described in Item 6. Certain telephone and electronic support and assistance is provided by The Papa Johns Help Desk. The cost to you is $80.00 per month (payable and invoiced monthly), as described in Items 6 and 7.

As further described in Items 6 and 7 and above, we require you to pay to us or our affiliate or agent periodic Software Maintenance Fees. Papa Johns may install the Information System software for an On-Site Installation Fee unless you are otherwise certified or approved by us to use a third party for installation. At the time the Designated Software is initially installed, we will require you to pay to us an On-Site Installation Fee if we or our agent perform the installation of the Designated Software. The On-Site Installation Fee must be paid to us in connection with each Restaurant opening as described in Item 6. Each time a modification or enhancement is physically installed at the Restaurant, we will require you to pay us the On-Site Support Fee unless the modification is made by direct electronic access to your Information System. We may raise these fees at any time and there are no contractual limits on our right to do so. During the term of the Franchise Agreement, and provided that you are in compliance with the terms of the Franchise Agreement, we are contractually obligated to provide to you, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to the Information System developed or adopted by us for use in the operation of the Restaurant. You must also maintain the Information System in accordance with our published release notes and deployment alerts. If you fail to maintain the Information System in accordance with our published maintenance release notes and deployment alerts, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards.

We may also modify the current specifications and the components of the Information System and Designated Software. We may require you to obtain specified computer hardware and/or software, including, without limitation, a license to use all or a portion of the Designated Software, from us or a third party under a separate agreement. Our modification of the specifications of the Information System may require you to incur costs to purchase, lease and/or license new, replacement or modified computer and communications hardware and/or software and to obtain service and support for such items during the term of the Franchise Agreement. We cannot estimate the costs of future additions, enhancements and modifications beyond those estimated for the current configuration. We may continue to add hardware and software components to the Information System and the cost to you of obtaining such additions, enhancements and modifications may not be fully depreciated over the remaining term of the Franchise Agreement. However, you are required to incur such costs, provided that the Designated Software and Information System that we specify for use by you is the same that we are then specifying generally for use in Papa Johns Restaurants. There are no other contractual limits on the frequency or cost of your to update or upgrade any part of the Information System. Within 120 days after you receive notice from us, you must obtain the components of the Information System that we designate and require.

The Information System is used in the Restaurant for the purpose of Restaurant operations. The Information System will collect customer information for use in marketing, employee information for use in sales statistics used in financial reporting, inventory information used for Quality Control Center ordering and inventory control.

We will have the right at all times to independently access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on it. We may access the Information System on the premises at the Restaurant or from other locations, including our headquarters and regional offices. There are no contractual limits on our right to access data (Franchise Agreement - Section 10.(c)). All data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system is and will be owned exclusively by us, and

we will have the right to use that data in any manner that we deem appropriate without compensation to you.

The cost of the Information System, excluding ancillary services, ranges from $20,000 to $30,000. Ancillary services that we provide (installation, support, help desk and software enhancement, GIS New Store Maps Package) cost up to $8,920. However, unless you are able and qualified to provide these ancillary services or unless you purchase them from us, you will incur costs from third party vendors. We cannot estimate the fees charged by third parties, but we expect that they would be in the same ranges as our standard charges for these services.

The Information System generally will not be required for Venue Non-Traditional Restaurants, but each Restaurant must nevertheless have an approved point-of-sale technology system, including, at a minimum, the capability of electronic reporting of sales. (Non-Traditional Franchise Agreement — Section 10). You may contract with a certified third party or make other suitable arrangements for installation and/or support services. However, you will be required to pay your third-party vendor to provide these services and we do not establish the fees charged by such third-party providers.

Use of the designated proprietary Information System is mandatory for all standard Papa Johns Restaurants and Small-Town Restaurants. Consequently, we are unable to estimate the costs of any alternative point-of-sale technology systems, the characteristics and functionalities of which vary widely. However, we expect that the costs of such a system would not materially exceed the costs of the Information System.

Training

Before the opening of your first Restaurant, we will provide initial training on the operation of the Restaurant to the Principal Operator and your management team. The Principal Operator training is outlined below:

- a minimum of two weeks of operations training at a Papa Johns Restaurant designated by us to be certified in all seven Papa Johns operations stations.

- a maximum of five weeks of Manager Development Program (MDP) training to prepare for shift management.

- a maximum of five weeks of Manager Development Program (MDP) Basic training to learn restaurant management.

- a maximum of four weeks of Manager Development Program (MDP) Advanced training to learn restaurant management.

Training will be provided primarily at a designated Papa Johns Restaurant. Customized training may be considered for any approved Principal Operator when Papa Johns experience and tenure indicate sound knowledge of our operations systems and processes.

All Restaurant managers must be certified to Papa Johns operational standards through MDP outlined below and may attend training at any approved training Restaurant consisting of:

Primary Operator/General Manager/Assistant Manager –

- two weeks station training.

- five weeks maximum Manager Development Program (MDP) certification.

- five weeks maximum Manager Development Program (MDP) Basic certification.

- four weeks maximum Manager Development Program (MDP) Advanced certification.

Shift managers

- two weeks station training.
- five weeks maximum Manager Development Program (MDP) certification.
- five weeks maximum Manager Development Program (MDP) Basic certification

All team members must complete new team member orientation ("NTO") training and be certified in a minimum of three of the seven operations stations. NTO and certification in the team member's primary station must be completed in the team member's first five scheduled shifts. Certification in the second and third stations must be completed by the end of the team member's 20th scheduled shift.

We also offer MUM training for multi-unit managers to learn the Papa Johns' system if you are contemplating development or operation of more than one Papa Johns Restaurant. You are responsible for costs and expenses of your trainees (such as travel, meals, lodging and the trainee's compensation). MUM takes place in a market approved by a Papa Johns franchise business partner ("FBP"). FBPs oversee Papa Johns franchise operations in a designated market or territory.

The Principal Operator and all Restaurant managers may be required to attend additional training that we determine to be necessary or appropriate. If the Principal Operator or any manager or other of your employees, in our reasonable determination, does not meet our standards for knowledge and performance or does not pursue or successfully complete our training requirements, we reserve the right to require that such Principal Operator or employee(s) be retrained, or that another person be trained and perform the functions of the category of employee for which the training was offered. You are responsible for all travel and living expenses and salaries that the Principal Operator and your employees incur in connection with training.

We also offer a training program for a Certified Training General Manager position. You need to maintain, at your expense, one qualified employee ("General Manager") for every four locations you have through this program. General Managers may be certified as a Training General Manager only after completion of the entire Management Development Program, a sufficient length of time working in a Papa Johns Restaurant, recommendation by his/her Principal Operator and approval by the assigned Franchise Business Partner, completion of all criteria outlined in the Training General Manager Selection Guide and satisfactory completion of the Training General Manager workshop. TGMs will be re-evaluated each year and evaluated by the FBP for initial TGM certification.

We also offer online training programs through our learning management system, PIZZAcademy, and other training platforms and software. You are required to pay the annual training fee of $150 to cover the cost of PIZZAcademy and other training platforms and softwares. This program, as well as any other online required training courses that we may choose to offer to existing franchisees, is tuition-free for you and your employees.

Required training must be completed before opening your first Restaurant. This includes all relevant marketing. An opening support team made up of our designated employees will be used for training prior to your first two Restaurant openings. The FBP will schedule their training dates. The FBP is there to support the Principal Operator is conducting the training.

The support team's primary role is to partner with your trained Restaurant team members to conduct on-site training with respect to the duties of each position in the Restaurant, including the areas

of staffing, food preparation and dough management. Before the Restaurant opens, you will be required to activate an online training account for the Restaurant. You or your team members may be required to complete some online training activities before the arrival of our opening support team. After the first two Restaurants, you may request a team to assist you. Changes in the opening date of a Restaurant requiring the opening team to change travel arrangements may also result in the charging of a separate fee. Many franchisees form corporate entities for liability and tax purposes. Occasionally, a franchisee or franchisee group may be formed by the same owners and principal managers of an existing franchisee company. We will not be obligated to provide initial training or opening assistance or support to any management team to whom we have previously provided such training, assistance or support, even if the ownership and management has formed a new, separate franchisee entity in order to undertake development and operation of additional Restaurant(s). Notwithstanding anything stated above, Papa Johns makes no employment decisions on behalf of franchisees.

The initial installation, training and support for the Information System is provided by a Papa Johns certified installer over a two-to-four-day process. The certified installer will arrive two days before the Restaurant's opening day. The first day will be spent installing and testing the hardware with the franchisee being responsible for electrical and data cable wiring prior to the installer's arrival. The second day will be devoted to data file maintenance and Restaurant personnel training. On the third day, the installer will continue to provide training and support throughout the Restaurant's first open day. The fourth day will again involve training and support during a live situation. This process completes the installation and training of the Information System and its associated costs are defined in Items 6 and 9.

The Papa Johns Information Services department offers Information System Installer/Trainer certification ("Certification"). Franchisees are eligible to have an employee(s) certified as an Information System installer/trainer(s) if they meet the following criteria:

- 10 or more undeveloped Restaurants under the development agreement
- development of at least one Restaurant opening every quarter
- approval from the Papa Johns Information Services Department

To be eligible for Certification, the trainee must attend and complete:

- observation of a complete Information System installation by a certified Papa Johns corporate installer
- participation in a complete Information System installation by a certified Papa Johns corporate installer
- a final review and certification by Papa Johns Field Systems Deployment personnel

To maintain currency of Certification, all certified franchisee installer/trainers may be required to attend re-certification courses. All travel, lodging and meal expenses for the franchise employee for these courses are to be paid by the franchisee. There is no charge for the training class or the observation, participation and certification process except for the franchisee's responsibility for all travel, lodging and meal expenses. Efforts will be made to avoid excessive costs by using franchise sites whenever possible.

We also reserve the right to require any of your employees or prospective employees to take part in such training and instruction as we deem necessary. These programs are mandatory and are generally conducted at our principal offices and/or at a Papa Johns certified training Restaurant, or at your

Restaurant. We may also require you to conduct training or instruction at your Restaurant using materials, equipment and supplies we designate.

We expect that training will be conducted for the Principal Operator and your personnel after the Development Agreement has been signed and completed at least 3 or 4 weeks prior to opening your first Restaurant. Advance planning is required for timely participation in the training program. All subsequent new store openings are required to follow the same training requirements. The training offered as of our most recent fiscal year end is set forth in the following table and further explained in the accompanying notes.

TRAINING PROGRAM

Column 1 Subject	**Column 2 Hours of Classroom Training**	**Column 3 Hours of On-Site Training**	**Column 4 Location**
Cash Management– Basic Curriculum	7.48 hours	24.11 hours	Approved Company Owned or Franchised Restaurant
Customer Service – Basic Curriculum	4.25 hours	11.34 hours	Approved Company Owned or Franchised Restaurant
Handling Equipment – Basic Curriculum	3.13 hours	4.46 hours	Approved Company Owned or Franchised Restaurant
Floor Management – Basic Curriculum	3.19 hours	4.40 hours	Approved Company Owned or Franchised Restaurant
Managing Inventory – Basic Curriculum	5.56 hours	10.03 hours	Approved Company Owned or Franchised Restaurant
LSM (Local Store Marketing) – Basic Curriculum	1.17 hours	6.42 hours	Approved Company Owned or Franchised Restaurant
Opening & Closing – Basic Curriculum	8.56 hours	23.03 hours	Approved Company Owned or Franchised Restaurant
Handling and Understanding Different Types of Paperwork – Basic Curriculum	2.24 hours	5.35 hours	Approved Company Owned or Franchised Restaurant
Working with Team and Customers – Basic Curriculum	8.42 hours	23.17 hours	Approved Company Owned or Franchised Restaurant
Product Quality – Basic Curriculum	2.41 hours	5.18 hours	Approved Company Owned or Franchised Restaurant
Safety & Security – Basic Curriculum	2.45 hours	5.14 hours	Approved Company Owned or Franchised Restaurant

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-Site Training	Column 4 Location
Technology (Accessing Reports, Dashboard, and Extranet) – Basic Curriculum	4.23 hours	11.23 hours	Approved Company Owned or Franchised Restaurant
Business Planning – Advanced Curriculum	1.39 hours	2.21 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Cash Management – Advanced Curriculum	2.19 hours	5.40 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Customer Service – Advanced Curriculum	4.18 hours	3.41 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Handling Equipment – Advanced Curriculum	2.13 hours	5.46 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Food Safety – Advanced Curriculum	1.10 hours	2.49 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Managing Inventory – Advanced Curriculum	4.51 hours	11.08 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Labor Management – Advanced Curriculum	6.06 hours	17.53 hours	Approved Company Owned Restaurant (Certified as a Training Store)
LSM (Local Store Marketing) – Advanced Curriculum	5.05 hours	10.54 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Paperwork Training (GM Training on Managing Exception Reports) – Advanced Curriculum	2.36 hours	5.23 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Learning GM Role, Culture and Team Building – Advanced Curriculum	13.33 hours	34.26 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Product Quality – Advanced Curriculum	5.28 hours	10.31 hours	Approved Company Owned Restaurant (Certified as a Training Store)

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-Site Training	Column 4 Location
Profit & Loss Budgeting – Advanced Curriculum	3.09 hours	4.50 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Safety & Security – Advanced Curriculum	1.50 hours	6.09 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Technology (Accessing HotSchedules, SMG, and Extranet) – Advanced Curriculum	4.56 hours	11.03 hours	Approved Company Owned Restaurant (Certified as a Training Store)
Time Management – Advanced Curriculum	4.33 hours	3.26 hours	Approved Company Owned Restaurant (Certified as a Training Store)

NOTES TO TRAINING TABLE

1. Trainers. Marc Richard, the Senior Vice President of Operations, North America, oversees all our training functions. Trainers will vary and change. We require Training General Managers to have at least one year of experience as a General Manager and a successful track record with Papa Johns. We require them to be certified in both the Papa Johns Management Training Program and the Training General Manager program.

2. Hours of Training. Both the Principal Operator training program and the Management Training Programs are organized and carried out as set forth in the foregoing table. The Management Training Programs consist of the basic curriculum and the advanced curriculum and must be completed in that order. The Management Training Programs take approximately fifteen weeks to complete, however there is no maximum time frame to complete the Management Training Programs. A typical week consists of 50 to 55 hours of training/instruction.

3. Training Facilities. Most of the training is "on-the-job" training and is typically conducted at a Papa Johns certified training Restaurant. Classroom instruction may also be utilized to facilitate the training program but this type of training typically makes up only about 5% of the total hours of training under the General Manager training program and 25% of the total hours of training and instruction under the Principal Operator training program. However, the Principal Operator will also be required to attend one week of training at PJU.

4. Training Locations; Frequency. In the Principal Operator training program, the first two weeks are station training conducted in a certified training Restaurant, the location to be determined by the Franchise Business Partner. The next four weeks are conducted primarily in regional certified training Restaurants, either company-owned or franchised. If you are contemplating development or operation of more than one Restaurant, you would then proceed to MUM training. Once field training is completed, the Principal Operator will attend a one-week program held at PJU. A new Principal Operator training program is conducted as the need arises. The Management Training Program is conducted entirely in regional approved Restaurants. MUM training consists of three weeks in an approved market and two weeks in the market where your

Restaurant(s) are (or will be) located. The training programs are not offered on a fixed schedule but rather are offered as often as necessary to meet demand.

ITEM 12: TERRITORY

The Development Agreement grants you rights in the Development Area in which to establish a certain number of Restaurants. You must enter into a Development Agreement regardless of the number of Restaurants you plan to open. The Development Area consists of a designated geographic area in which you will be permitted to develop a Restaurant pursuant to the terms of your Development Agreement, which will be delineated by a mapped area appended to the Development Agreement. If your Development Agreement grants you the right to develop more than one Restaurant, we will grant you a Development Area for each Restaurant to be developed under the Agreement (that is, if you can develop multiple Restaurants, you will have a Development Area per Restaurant). However, unless we agree otherwise in a rider or an amendment to the Development Agreement, the Development Area excludes sites suitable for Non-Traditional Restaurants, such as enclosed malls, institutions (such as hospitals or schools), airports, parks (including theme parks), military installations and sports arenas and stadiums, train stations, travel plazas and entertainment venues. We have the right to approve or disapprove of the sites proposed to be developed under the Development Agreement, using our then-current site approval standards.

During the term of the Development Agreement, we will not locate or license another to locate a standard Papa Johns Restaurant in the applicable Development Area until such time as the Restaurant associated with the Development Area is open and operating. Once the Restaurant associated with the Development Area is open and operating the applicable Development Area will no longer be protected and we may locate or license another to locate any Papa Johns Restaurant in the applicable Development Area, subject to the limitations provided for in the Franchise Agreement and Development Agreement. As described below, we may operate other businesses in the Development Area or sell products under the Marks in the Development Area subject only to the limitations provided for in the Franchise Agreement and Development Agreement, and we may operate, or license others to operate, one or more Non-Traditional Restaurants at suitable venues within the Development Area unless your Development Area expressly includes such venue(s). We reserve the right to manufacture or sell directly or through third parties, or both, within the Development Area, pizza and other products that are the same or similar to those sold in Papa Johns Restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution (such as catalog sales within your Development Area or Territory, the Internet, telemarketing, or other direct marketing) provided that such items are not sold through Restaurants or on a ready-to-eat basis. We will not pay you any compensation for our business activities inside or outside the Territory or Development Area, including us soliciting or accepting business from inside the Territory or Development Area.

You must operate your Restaurant at a specific location identified in the Franchise Agreement. You may not conduct business at any site other than the Restaurant. You may not relocate the Restaurant without our written consent, which we will not unreasonably withhold. We will not, during the term of the Franchise Agreement, locate or license another to locate a standard Papa Johns Restaurant within a specified radius of your Restaurant, generally 1.5 miles (the "Territory"). In densely populated urban areas, such as the city of New York, the Territory may be reduced to a one-half mile radius, due to the density of households and/or the feasibility, logistics or economy of delivery operations. Before signing the Development Agreement or requiring any fee payment from you, we will review with you the radius that we intend to apply for your Restaurant(s) and the approximate customer base that is anticipated to be included in the Territory for your Restaurant(s). Regardless of the radius used to establish the Territory of your Restaurant(s), the Territory of a Restaurant opened pursuant to a Development Agreement cannot exceed the boundaries of the Development Area and neither termination nor expiration

of the Development Agreement will alter this limitation. In addition, if you relocate the Restaurant, the Territory will not change unless we agree in writing to a change, and the specified radius will not necessarily be applicable to the relocated site of the Restaurant, even though we have approved the new location. We also reserve the right to operate, and license others to operate, Non-Traditional Restaurants at suitable venues within the Territory. A Non-Traditional Restaurant located within your Territory may not offer delivery service unless you and we consent. If you open a Venue Non-Traditional Restaurant, the Territory for that Restaurant will extend only to the bounds of the site in which the Non-Traditional Restaurant is located. Neither Papa Johns nor any of our franchisees are prohibited from soliciting or making sales within the Development Area or Territory. We have no duty to protect you from such sales, solicitations, or attempted sales. We are not obligated to compensate you for soliciting or accepting orders from within your Development Area or Territory. You may solicit or accept orders from customers outside of your Territory and, if approved, you may do so using other channels of distribution, such as the Internet and telemarketing.

You will not receive an exclusive Territory. You may face competition from other Papa Johns franchisees, from Restaurants that we own, or from other channels of distribution or competitive brands that we control.

In operating the online ordering system, we will by necessity direct incoming orders to a specific Papa Johns Restaurant. Under the Franchise Agreement, you must acknowledge and agree that we will define the trade area for your Restaurant for the purpose of directing online orders to your Restaurant. However, this online trade area definition does not grant you any exclusivity to any particular customers or geographic territory and we have no obligation to protect your online trade area or reserve it for your exclusive benefit, including if in the Territory. Your online trade area may be significantly different than the Territory and may change from time to time. In determining to which Papa Johns Restaurant an online order will be routed, we will consider such matters as we reasonably deem material, including, without limitation: existing trade or delivery areas of Papa Johns Restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa Johns Restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa Johns Restaurants; and other commercial characteristics of geographically proximate Papa Johns Restaurants. Owing to these considerations, routing of online orders may change from time to time and such changes may remove particular addresses or groups of addresses, particular customers, groups of customers or geographic area(s) from routing to your Restaurant and online orders from such addresses, groups of addresses, customers, groups of customers or geographic area(s) may be re-routed to other Papa Johns Restaurants that are now, or that may in the future be, located near or adjacent to your Restaurant. Such other Papa Johns Restaurants may be owned by us, our affiliated companies or other franchisees. If you relocate the Restaurant, the routing of online orders to your Restaurant may be reduced, changed, altered or restricted, even though we have approved the new location for the Restaurant.

Your Territory will not be altered even if there is a population increase. It will not be affected by your sales volume. Except as the Development Agreement grants you the right to develop a specific number of Restaurants, you are not granted any other option, right of first refusal or similar right to acquire additional Restaurants in your Development Area or Territory under either the Development Agreement or Franchise Agreement. We will review, consider, and approve proposed sites for Papa Johns Restaurants under a Development Agreement applying our then-current criteria for evaluating new sites for new Restaurants.

Although we do not currently do so, under the Franchise Agreement and Development Agreement we reserve the right, either directly or through affiliated entities, to operate or franchise or license others to operate or franchise, Restaurants or other food related establishments or businesses other than Papa Johns Pizza Restaurants and you agree that we and our affiliates may do so within the Territory; provided, that such Restaurants or food establishments or businesses will not sell pizza on a delivery

basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark within and outside the Territory. We also reserve the right, directly or through third parties, to manufacture or sell, or both, within and outside the Territory, pizza and other products that are the same as or similar to those sold in Papa Johns Restaurants using brand names that are the same as, or similar to, the Marks through any channel of distribution; provided that such items are not sold through Restaurants or on a ready-to-eat basis. We will not pay you any compensation for our business activities inside or outside the Territory or Development Area, including us soliciting or accepting business from inside the Territory or Development Area.

ITEM 13: TRADEMARKS

You are not granted any right to use the Marks under the Development Agreement. Those rights are granted under the Franchise Agreement.

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your Restaurant. Your right to use the Marks is limited to use during the term of the Franchise Agreement and in compliance with all specifications, procedures and standards that we prescribe. All registrations and applications were assigned to our parent, PJI, when it merged with PJ Indiana. PJI owns all right, title and interest in and to the following Marks, which are the primary trademarks, service marks, names, logos and symbols used by to identify the franchised business.

The following Marks are registered with the U.S. Patent and Trademark Office on the principal register:

Name or Mark	U.S. Registration Number	Registration Date
PAPA JOHN'S	1,383,735	02/18/1986
PAPA JOHN'S	1,940,948	12/12/1995
PIZZA PAPA JOHN'S & Design	2,033,420	01/28/1997
BETTER INGREDIENTS. BETTER PIZZA.	2,158,076	05/19/1998
PIZZA PAPA JOHN'S BETTER INGREDIENTS. BETTER PIZZA. & Design	2,168,845	06/30/1998
PAPA-SIZE IT	2,306,843	01/11/2000
PAPA CARD	3,548,637	12/23/2008
TOPPINGS FOR TOUCHDOWNS	3,932,451	03/15/2011
PAPA REWARDS	4,191,874	08/14/2012
UP YOUR GAME	4,847,257	11/03/2015
PIZZA PAPA JOHN'S BETTER INGREDIENTS. BETTER PIZZA.	5,327,229	11/07/2017
PAPADIAS	6,135,996	08/25/2020
PAPA JOHNS	6,257,585	01/26/2021
PAPA JOHNS & Design	6,268,478	02/09/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	6,268,477	02/09/2021
PAPA REWARDS & Design	6,270,572	02/16/2021
PIZZA PAPA JOHNS & Design	6,335,801	04/27/2021
PAPA JOHNS & Design	6,457,195	08/17/2021

Name or Mark	U.S. Registration Number	Registration Date
PAPA TRACK	6,460,368	08/24/2021
PAPA DOUGH	6,618,266	01/18/2022
PAPA JOHNS & Design	7,007,280	03/21/2023
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	7,007,284	03/21/2023
PAPA JOHNS & Design	7,013,391	03/28/2023
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	7,044,674	05/02/2023
PAPA JOHNS & Design	7,049,859	05/09/2023
PAPA JOHNS & Design	7,626,765	12/24/2024
PAPA BITES	7,341,077	03/26/2024
PAPA JOHNS & Design	8,060,960	12/9/2025

PJI has filed (and will file) all required affidavits and renewed each of the federal registrations listed above with the U.S. Patent and Trademark Office.

The following Marks are pending trademark applications at the U.S. Patent and Trademark Office:

Mark	U.S. Application Number	Application Date
PAPA JOHNS & Design	90/731,366	05/24/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/738,616	05/27/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/738,639	05/27/2021
PAPA JOHNS	98/222,428	10/13/2023

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. PJ Indiana acquired all rights in the trademark "PAPA JOHN'S" under an Assignment Agreement dated April 4, 1991, between it and Papa John's, Inc., an unrelated Wisconsin corporation. Under the Assignment Agreement, PJ Indiana was assigned ownership of the federal registration of this trademark and all rights to use this mark in all states. PJ Indiana filed the Assignment Agreement with the Patent and Trademark Office. There are no agreements currently in effect that significantly limit our right to use or license the use of the Marks in any manner material to the franchise. As described in Item 11, we have licensed the Marketing Fund to use the Marks.

Your right to use the Marks granted under the Franchise Agreement is non-exclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant others licenses for the Marks, in addition to those licenses already granted to existing franchisees; and (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you.

Any and all of your usage of the Marks and any goodwill that you establish is to our exclusive benefit and you retain no right in the Marks upon the termination or expiration of the Franchise Agreement. Unless we approve, you may not use the Marks as a part of any corporate or trade name, or as part of any e-mail address, domain name or other identification of your business in any electronic medium, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks, as we may designate. You must prominently display the Marks on such items with our approval and in the manner we designate, including, but not limited to, signs, plastic or paper products and other supplies and packaging materials. You must obtain such fictitious or assumed name registrations as we require or as required under applicable law. You must identify yourself as the owner of the Restaurant by placing your name on the Restaurant and on all checks, invoices, receipts, contracts and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct.

You must immediately notify us of any information that you acquire about any actual or threatened infringement of the Marks or the use by others of names, marks or logos that are the same as or similar to any of the marks. You must cooperate with us in any suit, claim or proceeding involving the Marks. We, in our sole discretion, will control all decisions concerning the Marks. We have no obligation under the Franchise Agreement to protect you against, participate in your defense or to reimburse you for, any damages for which you are held liable in any proceeding arising out of your use of the Marks.

We may require you to modify or discontinue use of any Mark, use additional or substitute Marks or to enter into one or more agreements with third parties that may limit or modify our rights and the rights of one or more Papa Johns franchisees to use the Marks. We are not obligated to reimburse you for the costs of changing items such as signs, menus, uniforms and advertisements, or for any other loss or expense caused by or related to such addition, substitution, modification or discontinuance. You must comply with our directions within 30 days and use such substitute or additional Marks as we direct.

Except as described below, we do not actually know of either superior prior rights or infringing uses that could materially affect a franchisee's use of the principal trademarks in any state. We are aware of 11 restaurants that have operated under a similar mark in Pompano Beach and East Point, Florida; Swampscott, Massachusetts; Crosby, Minnesota; Delevan, Wisconsin; Wolfeboro, New Hampshire; Memphis, Tennessee; Lincoln, Nebraska; Mayville, New York; and Albuquerque, New Mexico. We are continually reviewing these matters to determine whether there is any basis for taking action to stop their use. While we are generally aware of other users of marks similar to or the same as the Marks, we have no specific knowledge of whether any other users are currently in operation or actually using any of the Marks or marks that are confusingly similar.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. As described below, we claim copyright protection in our Manuals, the Proprietary Programs, advertising, website, source code, videos and related materials although not all of these materials have been registered with the United States Registrar of Copyrights.

We may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals and the Proprietary Programs. The Copyrighted Works are our valuable property, and your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms of the Franchise Agreement. You must acknowledge and agree that we will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which will be deemed to be Copyrighted Works under the Franchise Agreement. Such Copyrighted Works include, but are not limited to, the materials and information provided to you by us for use in the operation of the Proprietary Programs. You may not undertake to patent, copyright or otherwise assert proprietary rights to the Proprietary Programs or any data generated by the use of the Proprietary programs. Copyrighting of any material by us shall not be construed as causing the material to be public information. You will cause all copies of the Proprietary Programs and any data generated by the use of the Proprietary Programs in your possession to contain an appropriate copyright notice or other notice of proprietary rights that we specify.

You agree that we are the owner of the Copyrighted Works and any data generated by use of the Copyrighted Works. You agree that all works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works does not vest you with any interest in them other than the non-exclusive license to use the Copyrighted Works granted in the Franchise Agreement. You agree to execute any documents that we or our counsel deem necessary for protection of the Copyrighted Works or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Copyrighted Works. You are required to give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works. You are required to cooperate with us in any suit, claim or proceeding involving the Copyrighted Works or their use to protect our rights and interests in the Copyrighted Works. We, in our sole discretion, will control all decisions concerning the Copyrighted Works.

You must modify or discontinue use of a Copyrighted Work if ordered by a court of competent jurisdiction, or if we in our sole discretion should deem it necessary or advisable. You must comply with our directions regarding any such Copyrighted Work within 30 days after receipt of notice from us. You must also use such additional or substitute Copyrighted Works as we direct. We are not obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Copyrighted Work or to adopt additional or substitute Copyrighted Works.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the Copyrighted Works. There are no agreements in effect that significantly limit our right to use or license the Copyrighted Works. Finally, there are no infringing uses actually known to us that could materially affect your use of the Copyrighted Works in any state. Except as described below with respect to the Proprietary Programs, we are not required by any agreement to protect or defend the Copyrighted Works.

As further described in Item 11, the Designated Software and all additions, modifications and enhancements to it are deemed to be "confidential information" and are subject to the provisions of the Franchise Agreement regarding confidential information described below.

We will grant to you, and cause our vendors to grant you, a nonexclusive, nontransferable, nonassignable license to use the Designated Software, subject to the same terms and conditions as the Designated Software is licensed to our other franchisees in general. You agree to be bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our vendors, and you agree to use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality of it.

Upon expiration or termination of the Franchise Agreement, you must allow our employees or agents to remove the Designated Software from the Information System, and you must immediately return to us the Designated Software, each component of it, any data generated by the use of it, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation. You must immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you).

We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to nonexclusive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or violation of other proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and will expressly disclaim any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We will have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software and programs or methods of operation of the Restaurant or the System. You may disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, knowledge, or know-how that we designate as secret or confidential, including without limitation, drawings, materials, equipment, marketing, recipes, and other data, will be deemed secret and confidential for purposes of the Franchise Agreement. These restrictions do not apply to information that: is in the public domain or becomes part of the public domain (other than through your breach of the Franchise Agreement, Owner Agreement, or Relationship Agreement); before disclosure was already in your possession; is received by you from a third party (other than our affiliate) without breaching any duty, obligation or restriction; or is independently developed by you without reference to information disclosed to you by us or any of our affiliated companies. In addition, disclosure of information in compliance with lawful legal process (for example, your complying with a validly issued subpoena) will not constitute a breach of your confidentiality obligations as long as you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies to protect our confidential information. If you sign a Relationship Agreement with us (Exhibit K-2), each of you and your affiliates that operate Restaurants, and each of your and their respective senior officers, members of governing bodies, and holders of 10% or more of the total ownership interests, and other persons designated by us must also sign a confidentiality and non-competition agreement on our then-current form.

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

You (or your managing shareholder or partner) are not obligated to participate personally in the direct operation of your Restaurant, except as described below. You must designate an individual to serve as your "Principal Operator" under both the Development Agreement and Franchise Agreement. If you are an individual, you are the "Principal Operator." If you are a corporation, limited liability company or partnership, the Principal Operator must meet the following qualifications:

- The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, pursuant to a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

- The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant and, under the Franchise Agreement and Development Agreement, must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement, a copy of which is attached as Exhibit K-1.

- The Principal Operator must be a person approved by us who completes our initial training requirements and who participates in and successfully completes all additional training as we may reasonably designate.

- The Principal Operator must attend and participate in all events, meetings, and webcasts as we may reasonably designate.

- The Principal Operator must meet, and continue to meet, the System standards.

- The Principal Operator must be proficient in English.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, that Principal Operator must be removed immediately, you will be in default of the Franchise Agreement (and we can terminate the Franchise Agreement subject to any cure periods in the Franchise Agreement), and you must promptly designate another Principal Operator subject to the same qualifications listed above and notify us.

Under the Franchise Agreement, the Principal Operator (who has successfully completed our initial training program) must personally devote his/her full time and best efforts to management and operation of the Restaurant in order to ensure compliance with the Franchise Agreement and to maintain our high standards. Management responsibility includes presence of the Principal Operator or a manager at the Restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; maintaining the highest standards of customer service; and supervising employees to ensure that the highest standard of service is provided and to ensure that your employees deal with customers, suppliers, us, and all other persons in a courteous and polite manner. If you operate multiple Restaurants in a

substantially contiguous development area, you are required to appoint a Principal Operator for all of your operations. You are not required to appoint a Principal Operator for each individual Restaurant.

If you are a corporation, limited liability company or partnership, each shareholder, member or partner must personally guarantee your obligations under the Franchise Agreement and/or Development Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement and/or Development Agreement, pursuant to the Owner Agreement and/or the Relationship Agreement. If you sign a Relationship Agreement with us, each of you and your affiliates that operate Restaurants must also sign a guaranty agreement on our then-current form, which will provide that each of you and your affiliates will jointly and severally guarantee your obligations under the applicable Franchise Agreements and/or Development Agreements.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only those products and services that we approve or specify and you must make all menu items specified by us available for sale by carry-out and delivery service from the Restaurant, except that no delivery service may be provided from a Venue Non-Traditional Restaurant without our written consent and delivery service may not be required in certain Non-Traditional and Small Town Restaurants. You may not offer for sale any products or provide any services that we have not approved (See Items 8 and 9). We have the right to change the types of authorized products and there are no limits on our right to do so. We may require you to accept specified forms of payment from customers. Non-Traditional Restaurants typically are not required (or permitted) to offer the full range of menu items offered by a typical traditional Papa Johns Restaurant or Small-Town Restaurant. The menu offerings of Non-Traditional Restaurants will be determined by our operations team. We reserve the right to disapprove any menu item.

Except as described above, we place no restrictions on your ability to serve customers provided you do so from the location of the Restaurant in accordance with our standards (See Item 12).

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached as exhibits to this Disclosure Document. (FA=Franchise Agreement; NTFA=Franchise Agreement – Non-Traditional Restaurant; STFA=Franchise Agreement – Small Town Restaurant)

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	FA, NTFA, & STFA: 2.(a)	FA: 10 years; NTFA: 5 years; STFA: 5 years.
b. Renewal or extension of the term	FA: 2.(b) NTFA: 2.(b) STFA: 2.(b) and 2.(c)	FA: 10 year renewal, if you meet certain requirements; NTFA: 5 year renewal, if you meet certain requirements; STFA: 5 year renewal, with a second renewal option for an additional 5-year renewal, in each case if you meet certain requirements.*
c. Requirements for franchisee to renew	FA: 2.(b) NTFA: 2.(b) STFA: 2.(b) and 2.(c)	Written notice to us; remodel or re-equip of the Restaurant; full compliance with all agreements associated with the Restaurant; sign the then-current form of Franchise Agreement; secure approved location and furnish copies of the applicable lease or deed, including any material changes; pay renewal fee; sign general release; Principal Operator, manager, and applicable employees complete training; neither you nor any person or entity that controls you may have had (i) any franchise agreement terminated by us for financial delinquency within the prior 12 months, or (ii) two or more franchise agreements terminated by us for any reason within the prior 12 months; and we are continuing to offer franchises in your state. Renewal may require you to sign a contract with materially different terms from those in your original contract.*
d. Termination by franchisee	None	You have no right to terminate (subject to state law).
e. Termination by franchisor without cause	FA: None NTFA: None STFA: 2.(e)**	We have no right to terminate without cause.**

Provision	Section in Franchise Agreement	Summary
f. Termination by franchisor with cause	FA: 19 NTFA: 19 STFA: 2.(e) and 19**	We can terminate only if you commit any one of several listed violations.**
g. "Cause" defined-curable defaults	FA, NTFA, & STFA: 19.(c)	30-day cure period for curable defaults***
h. "Cause" defined-noncurable defaults	FA, NTFA, & STFA: 19.(a) and 19.(b)	Assignment for creditors, bankruptcy filing or adjudication or similar proceeding, final judgment unsatisfied, your dissolution, your interest subject to an attachment or similar action, execution levied on your property, you default under a security agreement and we elect to assume the indebtedness, cease operation or lose right to possession, unpermitted transfers, criminal conviction or other actions adversely affecting Marks, failure to transfer as required, disclose confidential information, repeated defaults, violate non-competition provisions, maintain false books, records or reports, failure to maintain required insurance coverages, impair value of the Marks or System, imminent danger to public health or safety, or any governmental authority notifies you that you are not complying with law and you fail to comply within 15 days after that notification. (Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcyfiling.)
i. Franchisee's obligations on termination/ nonrenewal	FA, NTFA, & STFA: 6.(c), 8.(i)(ii)(E), 9, 10(c)(iv)(E), 17, and 20	Cease operating franchised business, cease use of confidential information and Marks, return property, cancel assumed or similar name registrations, assign lease or de-identify, pay outstanding amounts and damages, deliver manuals, assign phone numbers, comply with covenants.(see also r). In certain circumstances following the termination of the Franchise Agreement, you must pay to us in lump sum as liquidated damages, an amount equal to the average royalty for the twelve (12) month period preceding termination or breach multiplied by twenty-four (24)

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by franchisor	FA, NTFA, & STFA: 14.(b) NTFA: 14.(b) STFA: 14.(b)	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	FA, NTFA, & STFA: 14.(a)	Includes transfer of any interest in the agreement, assets or you, including Principal Operator's interest.
l. Franchisor approval of transfer by franchisee	FA, NTFA, & STFA: 14.(c)	We have the right to approve all transfers except certain transfers to or among your shareholders, members or partners (which require 30 days prior written notice to us).
m. Conditions for franchisor approval of transfer	FA, NTFA, & STFA: 14.(c)	Full compliance until date of transfer, transferee qualifies and provides required documents, all amounts due are paid in full, completion of training, $4,000 transfer fee paid per Restaurant if to multiple unaffiliated franchisees, or $8,000 if to multiple affiliated franchisees; transferee completes and satisfies background check requirements; then-current Franchise Agreement and other agreements signed; franchisee executes or delivers other required documents including release and any applicable purchase agreement; and evidence of all required landlord and governmental consents is provided. A copy of our standard form of Authorization to Transfer is attached hereto as Exhibit L.
n. Franchisor's right of first refusal to acquire franchisee's business	FA, NTFA, & STFA: 14.(c)(ii)	We have right to match offer.
o. Franchisor's option to purchase franchisee's business	FA, NTFA, & STFA: 20.(b)	We have the right to purchase the assets of the Restaurant for fair market value on termination or non-renewal. If you own the real property, we or our designee may have a right of first refusal to purchase the property or, if the property is not sold, may lease it at fair market rental value for an initial five (5)-year term with an option to extend for an additional five (5) years.
p. Death or disability of franchisee	FA, NTFA, & STFA: 15	Franchise must be assigned to approved buyer within 9 months. Heirs or estate may qualify as an approved buyer or transferee provided our standard franchisee qualifications are met and an approved Principal Operator is appointed.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	FA, NTFA, & STFA: 16	No involvement in any competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	FA: 20.(a)(x) NTFA: 20.(a)(ix) STFA: 20.(a)(ix)	No interest in competing business for 2 years within 10 miles of the Restaurant or any other Papa Johns pizza Restaurant.
s. Modification of the agreement	FA: 25.(f) NTFA: 25.(e) STFA: 25.(e)	No modifications generally but Operations Manual subject to change.
t. Integration/merger clause	FA: 25.(d) NTFA: 25.(c) STFA: 25.(c)	Only terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law).
u. Dispute resolution by arbitration or mediation	FA, NTFA, & STFA: 23.(a)	Arbitration of most disputes in Louisville, Kentucky (subject to state law).
v. Choice of forum	FA, NTFA, & STFA: 23.(c)	Litigation in Jefferson County, Kentucky (subject to state law).
w. Choice of law	FA, NTFA, & STFA: 23.(b)	Kentucky law applies (unless prohibited by laws of state where Restaurant is located).

* We may condition renewal upon your execution of our then-current form of Franchise Agreement. The Franchise Agreement that you sign upon renewal of your franchise may contain terms that are materially different from your original Franchise Agreement. The initial term is five years for Non-Traditional Restaurants and Small Town Restaurants. We may condition renewal of your Small Town Restaurant franchise upon your execution of our then-current Small Town Franchise Agreement. The Small Town Franchise Agreement that you sign upon renewal of your Small Town Restaurant franchise may contain terms that are materially different from your original Small Town Franchise Agreement. The Franchise Agreement for a Non-Traditional Restaurant may be renewed for an additional five-year term. Further renewal would be subject to signing a new agreement, pursuant to Section 2.(c) of the Non-Traditional Restaurant Franchise Agreement.

** After a Small-Town Restaurant has been open for ten (10) years, we may at any time evaluate the size of the trade area served by the Restaurant. If the trade area contains more than 6,000 households, we have the right to reclassify the store as a Standard Restaurant and require you to execute and deliver a standard Papa Johns Franchise Agreement for further renewals of the franchise for the Restaurant. In addition, after the Restaurant has been open for a minimum of one year, we may at any time evaluate the sales levels of the Restaurant on a trailing 12-months basis. If the weekly gross sales average ("PSA") reaches $20,000 or greater on a trailing 12-month basis, we have the right to reclassify the store as a Standard Restaurant and require you to execute and deliver a standard Papa John's Franchise Agreement for the Restaurant for the remainder of the Term. Under the standard Franchise Agreement, you would

be required to pay the standard royalty rate and to make your own full contributions to the Marketing Fund and the Cooperative (if any). You would also be required to offer delivery service and to offer the full range of menu items required for a Standard Papa John's restaurant, including but not limited to, all sizes and types of pizza crusts, all side items and dessert items.

*** In case of a default that affects public health or safety, health or safety of Restaurant employees or imminent threat of substantial harm to the public image of the Papa Johns system, we may reduce the cure period to 72 hours and require you to close the Restaurant until the default is remedied.

This table lists certain important provisions of the Development Agreement. You should read these provisions in the Development Agreement, Owner Agreement, and Relationship Agreement attached to this Disclosure Document. (DA=Development Agreement; OA=Owner Agreement; RA=Relationship Agreement)

Provision	Section in Development Agreement, Owners Agreement, Relationship Agreement	Summary
a. Length of the franchise term	DA: 4 OA: 3.(c) RA: 4.(a)	For the Development Agreement, the term is as specified. The term of the Owner Agreement and/or the Relationship Agreement
b. Renewal or extension of the term	DA, OA, & RA: None	You have no renewal or extension rights under the Development Agreement, Owner Agreement, or Relationship Agreement.
c. Requirements for franchisee to renew or extend	DA, OA, & RA: None	You have no renewal or extension rights under the Development Agreement, Owner Agreement, or Relationship Agreement.
d. Termination by franchisee	DA, OA, & RA: None	The Development Agreement, Owner Agreement, or Relationship Agreement gives you no right to terminate (subject to state law).
e. Termination by franchisor without cause	DA, OA, & RA: None	The Development Agreement, Owner Agreement, or Relationship Agreement grant us no right to terminate you without cause.
f. Termination by franchisor with cause	DA: 9.(a) and 9.(b) OA: None RA: None	We can terminate the Development Agreement only if you commit any one of several listed violations. (See g. and h. below).
g. "Cause" defined-curable defaults	DA: 9.(c) OA: None RA: None	15-day cure period for curable defaults under the Development Agreement. We will also have cause to terminate the Development Agreement if you fail to cure any default under a Franchise Agreement with us and fail to cure such default within 15 days from our notice to you of the default.

Provision	Section in Development Agreement, Owners Agreement, Relationship Agreement	Summary
h. "Cause" defined-noncurable defaults	DA: 9.(a) and 9.(b) OA: None RA: None	Assignment for benefit of creditors, bankruptcy filing or adjudication or similar proceeding, final judgment unsatisfied, your dissolution, your interest subject to attachment or similar action, execution levied on your property, failure to comply with development schedule, franchise agreement termination, unpermitted transfers, failure to comply with covenants. (Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.)
i. Franchisee's obligations on termination/non-renewal	DA: 9.(d) and 9.(e) OA: 2.(b), 2.(c), 2.(d), and 2.(e) RA: 2.(e)	No further right to develop Restaurants and must comply with covenants.(see also r).
j. Assignment of contract by franchisor	DA: 10.(a) OA: 3.(e) RA: 4.(r)	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	DA: 10.(b) OA: 3.(e) and 4 RA: 4.(r)	Governed by same definition of “transfer” as Franchise Agreement (See Section k. above).
l. Franchisor's approval of transfer by franchisee	DA: 10.(b) OA: 3.(e) and 4 RA: 4.(r)	Not transferable without our consent.
m. Conditions for franchisor's approval of transfer	DA: 10.(b) OA: 3.(e) and 4 RA: 4.(r)	You must have our consent to transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	DA, OA, & RA: None	Not applicable to Development Agreement, Owners Agreement, or Relationship Agreement.
o. Franchisor's option to purchase franchisee's business	DA, OA, & RA: None	Not applicable to Development Agreement, Owners Agreement, or Relationship Agreement.

Provision	Section in Development Agreement, Owners Agreement, Relationship Agreement	Summary
p. Death or disability of franchisee	DA, OA, & RA: None	Not applicable to Development Agreement, Owners Agreement, or Relationship Agreement.
q. Non-competition covenants during the term	DA: 7.(a) OA: 2.(a) RA: 2.(e)	No involvement in any competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	DA: 9.(e) OA: 2.(b) RA: 2.(e)	No interest in competing business for 2 years within the Development Area or 10 miles of any other Papa Johns Restaurant.
s. Modification of the agreement	DA: 16.(e) OA: 5 RA: 4.(j)	No modifications generally.
t. Integration / merger clause	DA: 16.(c) OA: 5 RA: 4.(b) and 4.(j)	Only terms of the Development Agreement, Owners Agreement, or Relationship Agreement. and other related written agreements are binding (subject to applicable state law).
u. Dispute resolution by arbitration or mediation	DA: 14 OA: 5 RA: 4.(d)	Arbitration of most disputes in Louisville, Kentucky (subject to state law).
v. Choice of forum	DA: 14.(c) OA: 5 RA: 4.(c)	Litigation in Jefferson County, Kentucky (subject to state law).
w. Choice of law	DA: 14.(b) OA: 5 RA: 4.(c)	Kentucky law applies (unless prohibited by applicable state law).

ITEM 18: PUBLIC FIGURES

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

[Item 19 follows]

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

Presented below are average and median Restaurant-level sales of our domestic franchised and company owned Papa Johns Restaurants for our fiscal year ended December 28, 2025, along with weekly per store sales averages and weekly per store sales medians for our domestic franchised and company owned Papa Johns Restaurants. All information in the following financial performance representations is based on actual, historical results.

The following tables and notes refer only to standard (or "traditional") Papa Johns Restaurants in the US. Performance data for Non-Traditional Restaurants and Small-Town Restaurants varies widely, depending upon the nature of the location, number of events or sales dates and other widely varying factors. Thus, this Item 19 is applicable to traditional Papa Johns Restaurants only. We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Papa Johns Non-Traditional Restaurant or a Small-Town Restaurant.

Reference in this Item 19 to “sales” means “Net Sales” which is defined as the gross revenues of the Restaurant from sales of approved products and provision of approved services (including revenues from special or promotional sales efforts such as Groupon, Living Social or other discounted sales programs), delivery services or any other revenue-generating activity carried on at, from or in connection with operation of the Restaurant and (whether the sales are evidenced by cash, check, credit, charge account, gift card or otherwise, less sales tax, use tax or similar tax collected from customers and paid in full to the state or other local taxing authority, any documented refunds actually paid to customers (if originally included in calculating Net Sales), and proceeds from sales of used furniture and fixtures and similar sales not in the ordinary course of business.

Table 1: Net Sales Summary of System:

The following tables provide the average, median, and range of Net Sales on a category and cumulative basis of the 2,837 standard Restaurants (company-owned and franchise) that were open the entire year of 2025.

2025				
	Top 25% of United States	**Top 50% of United States**	**Top 75% of United States**	**Total**
No. of Stores in Category	710	1,419	2,128	2,837
Range of Net Royalty Sales in Category	$1,342,319 - $3,497,308	$1,076,386 - $3,497,308	$852,325 - $3,497,308	$266,003 - $3,497,308
Average Net Royalty Sales in Category	$1,638,837	$1,417,360	$1,266,518	$1,124,305
Median Net Royalty Sales in Category	$1,554,936	$1,342,319	$1,191,439	$1,068,453
No. of Stores Meeting or Exceeding the Average for Category	275	568	862	1,266
% of Stores Meeting or Exceeding the Average for Category	38.7%	40.0%	40.5%	44.6%

	Bottom 25% of United States	**Bottom 50% of United States**	**Bottom 75% of United States**	**Total**
No. of Stores in Category	709	1,418	2,127	2,837
Range of Net Royalty Sales in Category	$266,003 -$852,308	$266,003 - $1,076,294	$266,003 - $1,341,656	$266,003 - $3,497,308
Average Net Royalty Sales in Category	$697,463	$831,042	$952,552	$1,124,305
Median Net Royalty Sales in Category	$715,504	$842,511	$960,924	$1,068,453
No. of Stores Meeting or Exceeding the Average for Category	409	762	1,115	1,266
% of Stores Meeting or Exceeding the Average for Category	57.7%	53.7%	52.4%	44.6%

Table 2: Net Sales Summary of Franchised Restaurants:

The following tables provide the average, median, and range of Net Sales on a category and cumulative basis of the 2,389 standard franchised Restaurants that were open the entire year of 2025.

2025

	Top 25% of Franchised Stores	Top 50% of Franchised Stores	Top 75% of Franchised Stores	Total
No. of Stores in Category	598	1,195	1,792	2,389
Range of Net Royalty Sales in Category	$1,310,287 - $3,497,308	$1,042,972 - $3,497,308	$818,952 -$3,497,308	$266,003 - $3,497,308
Average Net Royalty Sales in Category	$1,619,518	$1,391,759	$1,238,799	$1,097,987
Median Net Royalty Sales in Category	$1,533,219	$1,313,338	$1,162,447	$1,043,433
No. of Stores Meeting or Exceeding the Average for Category	232	469	710	1,047
% of Stores Meeting or Exceeding the Average for Category	38.8%	39.2%	39.6%	43.8%

	Bottom 25% of Franchised Stores	Bottom 50% of Franchised Stores	Bottom 75% of Franchised Stores	Total
No. of Stores in Category	597	1,194	1,791	2,389
Range of Net Royalty Sales in Category	$266,003 -$818,575	$266,003 -$1,042,502	$266,003 -$1,309,788	$266,003 - $3,497,308
Average Net Royalty Sales in Category	$675,314	$803,969	$923,852	$1,097,987
Median Net Royalty Sales in Category	$699,206	$818,763	$935,674	$1,043,433
No. of Stores Meeting or Exceeding the Average for Category	345	627	907	1,047
% of Stores Meeting or Exceeding the Average for Category	57.8%	52.5%	50.6%	43.8%

Table 3: Net Sales Summary of Company Owned Restaurants:

The following tables provide the average, median, and range of Net Sales on a category and cumulative basis of the 448 standard company owned Restaurants that were open the entire year of 2025.

2025

	Top 25 % of Corporate Stores	Top 50% of Corporate Stores	Top 75% of Corporate Stores	Total
No. of Stores in Category	112	224	336	448
Range of Net Sales in Category	$1,462,949 - $2,707,855	$1,217,662 - $2,707,855	$1,020,817 - $2,707,855	$560,324 - $2,707,855
Average Net Sales in Category	$1,710,639	$1,521,756	$1,387,880	$1,264,646
Median Net Sales in Category	$1,645,615	$1,461,339	$1,339,280	$1,164,844
No. of Stores Meeting or Exceeding the Average for Category	44	90	135	203
% of Stores Meeting or Exceeding the Average for Category	39.3%	40.2%	40.2%	45.3%

	Bottom 25 % of Corporate Stores	Bottom 50% of Corporate Stores	Bottom 75% of Corporate Stores	Total
No. of Stores in Category	112	224	336	448
Range of Net Sales in Category	$560,324 -$1,020,114	$560,324 -$1,216,992	$560,324 -$1,459,729	$560,324 - $2,707,855
Average Net Sales in Category	$894,946	$1,007,536	$1,115,982	$1,264,646
Median Net Sales in Category	$823,780	$970,110	$1,063,916	$1,164,844
No. of Stores Meeting or Exceeding the Average for Category	61	123	171	203
% of Stores Meeting or Exceeding the Average for Category	54.5%	54.9%	50.9%	45.3%

Notes to Tables 1, 2 and 3:

There were a total of 2,832 franchised Restaurants in operation at the end of 2025. Of the 443 franchised Restaurants excluded from the data in Tables 1, 2, and 3, (i) 152 Restaurants were Non-Traditional Restaurants, (ii) 154 Restaurants were Small Town Restaurants and (iii) 52 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2025 or temporarily closed during 2025.

There were a total of 462 company-owned Restaurants in operation at the end of 2025. Of the 14 company-owned Restaurants excluded from the data in Tables 1, 2, and 3, (i) 4 company-owned Restaurants were Non-Traditional Restaurants, (ii) 3 company-owned Restaurant was a Small Town Restaurant and (iii) 7 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2025 or temporarily closed during 2025.

Table 4: Weekly Per Store Net Sales Average and Weekly Per Store Net Sales Median for Corporate and Franchise Restaurants:

The following tables provide the Weekly Per Store Average Net Sales and Median Weekly Per Store Net Sales for standard franchise and company owned Restaurants for the years 2021-2025.

Weekly Per Store Average					
	2021	**2022**	**2023**	**2024**	**2025**
Franchised	$22,006	$22,334	$22,483	$21,588	$21,115
Corporate	$25,787	$27,087	$26,660	$25,338	$24,320
Combined	$22,776	$23,182	$23,232	$22,256	$21,621
Median Weekly Per Store					
	2021	**2022**	**2023**	**2024**	**2025**
Franchised	$19,598	$19,934	$21,411	$20,543	$20,066
Corporate	$22,873	$21,322	$25,735	$24,296	$22,401
Combined	$20,326	$20,109	$22,258	$21,188	$20,547
Store Count					
	2021	**2022**	**2023**	**2024**	**2025**
Franchised	2,265	2,337	2,350	2,365	2,389
Corporate	579	501	513	513	448
Combined	2,844	2,838	2,863	2,878	2,837

Table 4 Notes:

2021: There were a total of 2,564 franchised Restaurants in operation at the end of 2021. Of the 299 franchised Restaurants excluded from the data in Table 4, (i) 181 Restaurants were Non-Traditional Restaurants, (ii) 106 Restaurants were Small Town Restaurants and (iii) 12 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2021 or temporarily closed during 2021.

There were a total of 600 company-owned Restaurants in operation at the end of 2021. Of the 21 company-owned Restaurants excluded from the data in Table 4, (i) 9 company-owned Restaurants were Non-Traditional Restaurants and (ii) 12 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2021 or temporarily closed during 2021.

2022: There were a total of 2,658 franchised Restaurants in operation at the end of 2022. Of the 321 franchised Restaurants excluded from the data in Table 4, (i) 168 Restaurants were Non-Traditional Restaurants, (ii) 114 Restaurants were Small Town Restaurants and (iii) 39 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2022 or temporarily closed during 2022.

There were a total of 522 company-owned Restaurants in operation at the end of 2022. Of the 21 company-owned Restaurants excluded from the data in Table 4, (i) 9 company-owned Restaurants were Non-Traditional Restaurants and (ii) 12 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2022 or temporarily closed during 2022.

2023: There were a total of 2,689 franchised Restaurants in operation at the end of 2023. Of the 339 franchised Restaurants excluded from the data in Table 4, (i) 171 Restaurants were Non-Traditional Restaurants, (ii) 136 Restaurants were Small Town Restaurants and (iii) 32 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2023 or temporarily closed during 2023.

There were a total of 531 company-owned Restaurants in operation at the end of 2023. Of the 18 company-owned Restaurants excluded from the data in Table 4, (i) 4 company-owned Restaurants were Non-Traditional Restaurants and (ii) 14 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2023 or temporarily closed during 2023.

2024: There were a total of 2,752 franchised Restaurants in operation at the end of 2024. Of the 387 franchised Restaurants excluded from the data in Table 4, (i) 168 Restaurants were Non-Traditional Restaurants, (ii) 153 Restaurants were Small Town Restaurants and (iii) 66 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2024 or temporarily closed during 2024.

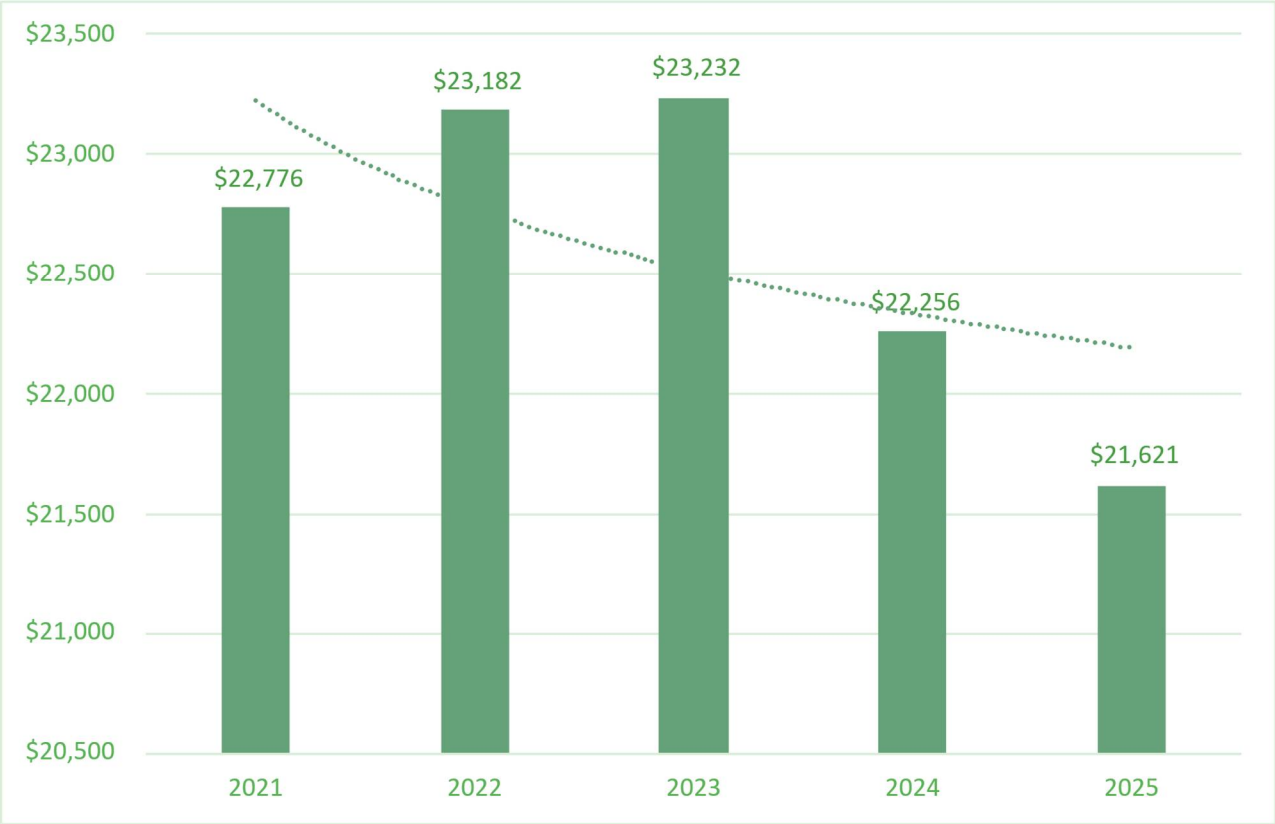
There were a total of 539 company-owned Restaurants in operation at the end of 2024. Of the 26 company-owned Restaurants excluded from the data in Table 4, (i) 5 company-owned Restaurants were Non-Traditional Restaurants and (ii) 21 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2024 or temporarily closed during 2024.

2025: There were a total of 2,832 franchised Restaurants in operation at the end of 2025. Of the 443 franchised Restaurants excluded from the data in Table 4, (i) 152 Restaurants were Non-Traditional Restaurants, (ii) 154 Restaurants were Small Town Restaurants and (iii) 137 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2025 or temporarily closed during 2025.

There were a total of 462 company-owned Restaurants in operation at the end of 2025. Of the 14 company-owned Restaurants excluded from the data in Table 4, (i) 4 company-owned Restaurants were Non-Traditional Restaurants, (ii) 3 company-owned Restaurants were Small Town Restaurants and (iii) 7 Restaurants were standard Restaurants that did not operate for the full year due to being opened in 2025 or temporarily closed during 2025.

Chart: Weekly Per Store Average:

The following chart displays the Weekly Per Store Average Net Sales for the combined franchise and company owned Restaurants for the years 2021-2025, as also reflected in the table above.



Additional Notes and Comments to Item 19 Tables

Restaurant and Market Maturity

Sales of a particular Restaurant may be affected by how long the Restaurant has been in operation and how successfully the surrounding market has been penetrated. Typically, sales "ramp up" as the Restaurant and market develop. New Restaurants (open for less than one year) typically do not operate as efficiently or as profitably as more mature Restaurants. In particular, sales at Restaurants open less than one year are typically lower than more mature Restaurants, as it takes some time to establish consumer recognition and build a customer base in a new trade area. Greater penetration (the greater the number and concentration of Restaurants) in a market also may affect performance. Clusters of Restaurants may be able to pool resources to purchase advertising on local television or radio, which would be prohibitively expensive for a single Restaurant, or even a small cluster of Restaurants in a large media market. The foregoing Company-owned Restaurant data represents averages for all of our standard domestic Restaurants, some of which are long-established in their location and some of which are relatively new. Most of our Company-owned Restaurants are in highly developed and highly penetrated markets.

Market Location

Our company-owned Restaurants are typically clustered in and around major metropolitan areas, such as Atlanta, St. Louis, Louisville and Nashville. Some franchised Restaurants are operated in less densely populated areas, with more limited access to advertising media.

Other Data

Except as described below, we do not furnish or authorize the furnishing to prospective franchisees of any oral or written information other than the data provided above. We may provide to

you the actual performance data of a particular Restaurant that you are considering purchasing. Also, we may, but we have no obligation to, provide to you supplemental data consisting of a segmentation or subset of the above data. For example, we may provide data for a particular region or individual state. If we do so, that supplemental data will be in writing and will be limited to the types of information set forth in the above data. We do not furnish and do not authorize anyone to furnish supplemental data that is outside the scope of the data provided above.

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

Substantiation of Data

Written substantiation for the above financial performance representations will be made available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representation, Papa Johns does not make any financial performance representations. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records for that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting John Matter (John_Matter@papajohns.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

[Item 20 follows]

ITEM 20: OUTLETS AND FRANCHISE INFORMATION

Table No. 1
Systemwide* Outlet Summary for Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	2658	2689	31
	2024	2689	2752	63
	2025	2752	2832	80
Company-Owned**	2023	522	531	9
	2024	531	539	8
	2025	539	462	-77
Total Outlets	2023	3180	3220	40
	2024	3220	3291	71
	2025	3291	3294	3

* United States only. Alaska and Hawaii are included in these tables in order to present complete United States data. However, this disclosure document is not applicable to those states because Papa Johns Restaurants in those states operate on a materially different program.

**Includes franchisees in which we own a majority interest, a total of 13 outlets.

Table No. 2
Transfer of Outlets from Franchisees to New Owners
(other than the Franchisor) for Years 2023 to 2025

State	Year	Number of Transfers
Alabama	2023	0
	2024	1
	2025	0
Alaska	2023	0
	2024	0
	2025	0
Arizona	2023	1
	2024	0
	2025	1
Arkansas	2023	13
	2024	0
	2025	1
California	2023	0
	2024	11
	2025	16
Colorado	2023	0
	2024	0
	2025	36
Connecticut	2023	0
	2024	1
	2025	0
Delaware	2023	0
	2024	15
	2025	0
District of Columbia	2023	1
	2024	0
	2025	0
Florida	2023	2
	2024	1
	2025	2
Georgia	2023	13
	2024	0
	2025	0
Hawaii	2023	0
	2024	0
	2025	0
Idaho	2023	0
	2024	0
	2025	0
Illinois	2023	5
	2024	3
	2025	9
Indiana	2023	2
	2024	0
	2025	0

State	Year	Number of Transfers
Iowa	2023	0
	2024	0
	2025	0
Kansas	2023	0
	2024	0
	2025	0
Kentucky	2023	2
	2024	1
	2025	0
Louisiana	2023	1
	2024	0
	2025	0
Maine	2023	0
	2024	0
	2025	0
Maryland	2023	0
	2024	8
	2025	14
Massachusetts	2023	1
	2024	0
	2025	0
Michigan	2023	0
	2024	3
	2025	0
Minnesota	2023	0
	2024	2
	2025	26
Mississippi	2023	0
	2024	0
	2025	2
Missouri	2023	3
	2024	0
	2025	0
Montana	2023	0
	2024	0
	2025	0
Nebraska	2023	0
	2024	0
	2025	0
Nevada	2023	2
	2024	2
	2025	0
New Hampshire	2023	0
	2024	0
	2025	0
New Jersey	2023	0
	2024	1
	2025	0

State	Year	Number of Transfers
New Mexico	2023	0
	2024	0
	2025	0
New York	2023	6
	2024	0
	2025	2
North Carolina	2023	1
	2024	1
	2025	1
North Dakota	2023	0
	2024	0
	2025	0
Ohio	2023	9
	2024	4
	2025	2
Oklahoma	2023	1
	2024	0
	2025	0
Oregon	2023	0
	2024	0
	2025	0
Pennsylvania	2023	1
	2024	23
	2025	0
Rhode Island	2023	1
	2024	1
	2025	0
South Carolina	2023	2
	2024	0
	2025	3
South Dakota	2023	0
	2024	2
	2025	0
Tennessee	2023	1
	2024	0
	2025	1
Texas	2023	5
	2024	8
	2025	5
Utah	2023	0
	2024	0
	2025	3
Vermont	2023	0
	2024	0
	2025	0
Virginia	2023	0
	2024	1
	2025	0

State	Year	Number of Transfers
Washington	2023	0
	2024	0
	2025	0
West Virginia	2023	1
	2024	4
	2025	0
Wisconsin	2023	0
	2024	12
	2025	1
Wyoming	2023	0
	2024	1
	2025	0
Total	2023	74
	2024	106
	2025	125

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2023	87	2	0	0	0	0	89
	2024	89	1	0	0	0	0	90
	2025	90	0	0	0	0	9	81
Alaska	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	1	9
Arizona	2023	67	0	0	0	0	0	67
	2024	67	1	0	0	0	2	66
	2025	66	0	0	0	0	2	64
Arkansas	2023	28	0	0	0	0	0	28
	2024	28	0	0	0	0	0	28
	2025	28	0	0	0	0	1	27
California	2023	175	2	12	0	0	0	165
	2024	165	5	0	0	0	0	170
	2025	170	1	0	0	0	3	168
Colorado	2023	47	1	0	0	0	0	48
	2024	48	1	0	0	0	0	49
	2025	49	3	0	0	0	2	50
Connecticut	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Delaware	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	2	15
	2025	15	0	0	0	0	0	15

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
District of Columbia	2023	10	0	1	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	0	0	0	0	1	9
Florida	2023	259	1	0	0	0	0	260
	2024	260	5	0	0	0	1	264
	2025	264	14	0	0	0	7	271
Georgia	2023	98	6	0	0	0	0	104
	2024	104	4	0	0	0	0	108
	2025	108	1	0	0	0	2	107
Hawaii	2023	17	2	0	0	0	0	19
	2024	19	1	0	0	0	2	18
	2025	18	1	0	0	0	3	16
Idaho	2023	14	0	1	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	0	0	0	0	0	13
Illinois	2023	73	2	1	0	0	0	74
	2024	74	6	0	0	0	1	79
	2025	79	1	0	0	0	0	80
Indiana	2023	92	4	1	0	0	0	95
	2024	95	0	0	0	0	4	91
	2025	91	1	0	0	0	1	91
Iowa	2023	24	1	0	0	0	0	25
	2024	25	0	0	0	0	0	25
	2025	25	0	0	0	0	0	25
Kansas	2023	19	2	0	0	0	0	21
	2024	21	0	0	0	0	0	21
	2025	21	0	0	0	0	0	21
Kentucky	2023	64	2	1	0	0	0	65
	2024	65	3	0	0	0	0	68
	2025	68	1	0	0	0	0	69
Louisiana	2023	60	0	1	0	0	0	59
	2024	59	0	0	0	0	0	59
	2025	59	0	0	0	0	5	54
Maine	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Maryland	2023	42	0	0	0	0	0	42
	2024	42	1	0	0	0	2	41
	2025	41	59	0	0	0	1	99
Massachusetts	2023	7	1	1	0	0	0	7
	2024	7	2	0	0	0	1	8
	2025	8	2	0	0	0	0	10
Michigan	2023	32	0	1	0	0	0	31
	2024	31	1	0	0	0	1	31
	2025	31	3	0	0	0	0	34
Minnesota	2023	35	2	0	0	0	0	37
	2024	37	1	0	0	0	0	38
	2025	38	2	0	0	0	0	40
Mississippi	2023	34	0	1	0	0	0	33
	2024	33	0	0	0	0	0	33
	2025	33	1	0	0	0	0	34

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Missouri	2023	27	0	0	0	0	0	27
	2024	27	3	0	0	1	1	28
	2025	28	1	0	0	0	2	27
Montana	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Nebraska	2023	13	0	0	0	0	0	13
	2024	13	1	0	0	0	0	14
	2025	14	0	0	0	0	0	14
Nevada	2023	25	1	1	0	0	0	25
	2024	25	1	0	0	0	1	25
	2025	25	1	0	0	0	0	26
New Hampshire	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New Jersey	2023	54	3	0	0	0	0	57
	2024	57	1	0	0	0	0	58
	2025	58	2	0	0	0	0	60
New Mexico	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	0	17
	2025	17	0	0	0	0	2	15
New York	2023	85	2	1	0	0	0	86
	2024	86	6	0	0	0	0	92
	2025	92	3	0	0	0	0	95
North Carolina	2023	80	1	0	0	0	0	81
	2024	81	1	0	0	0	0	82
	2025	82	4	0	0	0	2	84
North Dakota	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
Ohio	2023	161	5	1	0	0	0	165
	2024	165	5	0	0	0	0	170
	2025	170	4	0	0	0	1	173
Oklahoma	2023	36	0	0	0	0	0	36
	2024	36	1	0	0	0	0	37
	2025	37	1	0	0	0	0	38
Oregon	2023	14	0	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	0	0	0	0	0	15
Pennsylvania	2023	84	4	0	0	0	0	88
	2024	88	5	0	0	0	0	93
	2025	93	13	0	0	0	1	105
Rhode Island	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
South Carolina	2023	77	0	0	0	0	0	77
	2024	77	1	0	0	0	3	75
	2025	75	2	0	0	0	12	65

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
South Dakota	2023	10	1	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Tennessee	2023	81	1	1	0	0	1	80
	2024	80	0	0	0	0	0	80
	2025	80	0	0	0	0	2	78
Texas	2023	299	14	6	0	0	0	307
	2024	307	7	0	0	0	4	310
	2025	310	4	0	0	0	14	300
Utah	2023	32	1	1	0	0	0	32
	2024	32	0	0	0	0	0	32
	2025	32	0	0	0	0	1	31
Vermont	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Virginia	2023	120	0	0	0	0	0	120
	2024	120	3	0	0	0	1	122
	2025	122	29	0	0	0	2	149
Washington	2023	44	6	0	0	0	0	50
	2024	50	0	0	0	0	0	50
	2025	50	1	0	0	0	4	47
West Virginia	2023	23	1	0	0	0	0	24
	2024	24	0	0	0	0	0	24
	2025	24	1	0	0	0	1	24
Wisconsin	2023	25	2	0	0	9	0	18
	2024	18	19	0	0	0	0	37
	2025	37	4	0	0	0	0	41
Wyoming	2023	8	2	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	1	0	0	0	0	12
Total	2023	2658	73	32	0	9	1	2689
	2024	2689	90	0	0	1	26	2752
	2025	2752	162	0	0	0	82	2832

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

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3
Alaska	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Arizona	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Arkansas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
California	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Colorado	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Connecticut	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Delaware	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
District of Columbia	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Florida	2023	41	0	0	0	0	41
	2024	41	4	0	0	0	45
	2025	45	1	0	0	0	46
Georgia	2023	90	1	0	0	0	91
	2024	91	6	0	0	0	97
	2025	97	1	0	0	0	98
Hawaii	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Idaho	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Illinois	2023	8	0	0	0	1	7
	2024	7	0	0	0	0	7
	2025	7	0	0	0	0	7
Indiana	2023	44	2	0	0	0	46
	2024	46	2	0	0	0	48
	2025	48	2	0	0	0	50
Iowa	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Kansas	2023	16	0	0	0	0	16
	2024	16	1	0	0	0	17
	2025	17	0	0	0	0	17
Kentucky	2023	42	0	0	1	3	38
	2024	38	2	0	0	0	40
	2025	40	0	0	0	0	40
Louisiana	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Maine	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Maryland	2023	60	0	0	1	0	59
	2024	59	0	0	0	0	59
	2025	59	0	0	0	59	0
Massachusetts	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Michigan	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Minnesota	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Mississippi	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Missouri	2023	41	0	0	0	0	41
	2024	41	2	1	0	0	44
	2025	44	0	0	0	0	44
Montana	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Nebraska	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Nevada	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
New Hampshire	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
New Jersey	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
New Mexico	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
New York	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
North Carolina	2023	103	0	0	0	0	103
	2024	103	1	0	0	0	104
	2025	104	3	0	1	0	106

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
North Dakota	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Ohio	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Oklahoma	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Oregon	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Pennsylvania	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Rhode Island	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
South Carolina	2023	10	0	0	0	0	10
	2024	10	0	0	0	0	10
	2025	10	0	0	0	0	10
South Dakota	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Tennessee	2023	38	0	1	0	0	39
	2024	39	0	0	0	0	39
	2025	39	2	0	0	0	41
Texas	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Utah	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Vermont	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Virginia	2023	26	0	0	0	0	26
	2024	26	0	0	0	0	26
	2025	26	0	0	0	26	0
Washington	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
West Virginia	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Wisconsin	2023	0	2	9	0	0	11
	2024	11	4	0	0	15	0
	2025	0	0	0	0	0	0
Wyoming	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	522	5	10	2	4	531
	2024	531	22	1	0	15	539
	2025	539	9	0	1	85	462

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year Small Town / Trad / Non-Trad	Projected New Company-Owned Outlet in the Next Fiscal Year Small Town / Trad / Non-Trad
Alabama	0	0 / 0 / 0	0 / 0 / 0
Alaska	0	0 / 0 / 0	0 / 0 / 0
Arizona	0	0 / 0 / 0	0 / 0 / 0
Arkansas	0	0 / 0 / 0	0 / 0 / 0
California	0	0 / 0/ 0	0 / 0 / 0
Colorado	0	0 / 0 / 0	0 / 0 / 0
Connecticut	0	0 / 1 / 0	0 / 0 / 0
Delaware	0	0 / 0 / 0	0 / 0 / 0
District of Columbia	0	0 / 0 / 0	0 / 0 / 0
Florida	0	0 / 3 / 1	0 / 0 / 0
Georgia	0	2 / 0 / 0	0 / 0 / 0
Hawaii	0	0 / 3 / 0	0 / 0 / 0
Idaho	0	0 / 0 / 0	0 / 0 / 0
Illinois	0	0 / 2 / 0	0 / 0 / 0
Indiana	0	0 / 0 / 0	0 / 1 / 0
Iowa	0	0 / 0 / 0	0 / 0 / 0
Kansas	0	0 / 0 / 0	0 / 0 / 0
Kentucky	0	0 / 1 / 0	0 / 0 / 0
Louisiana	0	0 / 1 / 0	0 / 0 / 0
Maine	0	0 / 0 / 0	0 / 0 / 0
Maryland	0	1 / 1 / 0	0 / 0 / 0
Massachusetts	0	0 / 2 / 0	0 / 0 / 0
Michigan	0	0 / 0 / 0	0 / 0 / 0
Minnesota	0	0 / 0 / 0	0 / 0 / 0
Mississippi	0	0 / 0 / 0	0 / 0 / 0
Missouri	0	0 / 0 / 0	2 / 0 / 0
Montana	0	0 / 0 / 0	0 / 0 / 0
Nebraska	0	0 / 0 / 0	0 / 0 / 0
Nevada	0	0 / 0 / 0	0 / 0 / 0
New Hampshire	0	0 / 0 / 0	0 / 0 / 0
New Jersey	0	0 / 3 / 0	0 / 0 / 0
New Mexico	0	0 / 1 / 1	0 / 0 / 0
New York	0	0 / 3 / 0	0 / 0 / 0
North Carolina	0	0 / 0 / 0	0 / 1 / 0
North Dakota	0	0 / 0 / 0	0 / 0 / 0
Ohio	0	1 / 3 / 0	0 / 0 / 0
Oklahoma	0	0 / 0 / 0	0 / 0 / 0
Oregon	0	0 / 0 / 0	0 / 0 / 0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year Small Town / Trad / Non-Trad	Projected New Company-Owned Outlet in the Next Fiscal Year Small Town / Trad / Non-Trad
Pennsylvania	0	0 / 5 / 0	0 / 0 / 0
Rhode Island	0	0 / 0 / 0	0 / 0 / 0
South Carolina	0	0 / 2 / 0	0 / 0 / 0
South Dakota	0	0 / 0 / 1	0 / 0 / 0
Tennessee	0	0 / 0 / 0	0 / 0 / 0
Texas	0	1 / 4 / 0	0 / 0 / 0
Utah	0	0 / 0 / 0	0 / 0 / 0
Vermont	0	0 / 0 / 0	0 / 0 / 0
Virginia	0	0 / 0 / 0	0 / 0 / 0
Washington	0	0 / 0 / 0	0 / 0 / 0
West Virginia	0	0 / 0 / 0	0 / 0 / 0
Wisconsin	0	0 / 0 / 0	0 / 0 / 0
Wyoming	0	0 / 0 / 1	0 / 0 / 0
Total	0	5 / 35 / 4	2 / 2 / 0

List of Franchisees

Exhibit M to this disclosure document is a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Outlets Leaving the System

Exhibit N to this disclosure document is a list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Agreements

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Papa Johns. 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. Although some current and former franchisees have signed confidentiality clauses during our last three fiscal years, the clauses have been in the context of settlement agreements for disputes, litigation or arbitration actions between us and the franchisee (or former franchisee) requiring both parties to keep the terms of the settlement confidential and not to disparage the other party or its business.

Franchisee Organizations

FAC: The Papa Johns Franchise Advisory Council ("FAC") is a council representing the community of Papa Johns franchisees. We created the FAC and we establish the rules for selection of its

members and its other governing bylaws. The FAC's address is the same as our corporate headquarters: 2002 Papa Johns Boulevard, Louisville, KY 40299 or P.O. Box 99900, Louisville, KY 40269; telephone 502-261-7272; e-mail contact fac_communications@papajohns.com. Three members of the FAC are appointed by us, the remaining members of the FAC are elected by Papa Johns franchisees in an election sponsored and conducted by us.

PJFA: Papa John's Franchise Association, Inc. ("PJFA"), an Iowa corporation, is an independent Papa Johns franchisee association. PJFA's address is c/o Mini-Max, 9900 Shelbyville Road, #6B, Louisville, KY 40223, its telephone number is 803-252-7128, and its fax number is 803-252-7799.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit O are the audited financial statements of Papa John's Franchising, LLC for the fiscal years ended December 31, 2023, December 29, 2024, and December 28, 2025.

ITEM 22: CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Franchise Agreement — Exhibit B
Equipment Lease Agreement — Exhibit C
Franchise Agreement, Non-Traditional Restaurant — Exhibit D-1
Franchise Agreement, Small-Town Restaurant — Exhibit D-2
Development Agreement — Exhibit E
Authorization for Automatic Withdrawal — Exhibit F
Cheese Purchase Agreement – Exhibit G
Advertising Agreement — Exhibit H
Owner Agreement — Exhibit K-1
Relationship Agreement — Exhibit K-2
Authorization to Transfer — Exhibit L

ITEM 23: RECEIPTS

The last two pages of this disclosure document are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy together with this disclosure document.

EXHIBIT A: LIST OF ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 - Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 / (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department Department 401 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** State of Rhode Island Division of Securities, Franchise Division John O. Pastore Center - 1511 Pontiac Avenue Bldg. 68-2 Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Department of Labor & Regulation Division of Insurance Securities Regulation 124 South Euclid Avenue, Second Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051

MICHIGAN Michigan Attorney General's Office Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7567	**WASHINGTON** Mailing Address: Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 Street Address: Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1638	**WISCONSIN** Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT A: 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:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 - Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza -99 Washington Av., 6th Fl. Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 / (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department Department 401 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** State of Rhode Island Director of Department of Business Regulation Department of Business Regulation Division of Securities, Franchise Division John O. Pastore Center - 1511 Pontiac Avenue Bldg. 68-2 Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State 201 State House 200 W. Washington St. Indianapolis, Indiana 46204 (317) 232-6531	**SOUTH DAKOTA** Department of Labor & Regulation Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Second Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner Office of the Attorney General 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1638	**WISCONSIN** Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B:

FRANCHISE AGREEMENT – STANDARD RESTAURANT

PAPA JOHNS

FRANCHISE AGREEMENT

STANDARD RESTAURANT

Franchisee: _____

Store No. _____

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PAPA JOHNS

FRANCHISE AGREEMENT

SINGLE LOCATION FRANCHISE

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the "Effective Date" (as defined in Section 25.(k)), by and between **PAPA JOHN'S FRANCHISING, LLC**, a Kentucky limited liability company ("we", "us" or "Papa Johns"), and _____, a _____ ("you"). If you are a corporation, limited liability company, partnership or other business entity, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates (as defined in Section 25.(e)) have expended time, money and effort to develop a distinctive system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future standard Papa Johns restaurants in the United States is referred to as the "Papa Johns Chain" or the "Chain."

B. The Chain is characterized by a proprietary system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; systems for communicating with us, suppliers and customers; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa Johns logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. You desire to enter into this Agreement for the operation of one Papa Johns restaurant under the System and the Marks at the location listed below (the "Restaurant").

E. We have agreed to grant you a franchise for the Restaurant subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. We grant to you the non-exclusive right and franchise (the "Franchise") to operate a retail restaurant under the System and the Marks to be located at the location specified in Section 25.(m) (the "Location"). Pursuant to this grant, you, at your own expense, must construct or remodel, equip, staff, open and operate the Restaurant at the Location. Unless otherwise agreed in writing by us, you must commence operating the Restaurant within 60 days after the Effective Date and operate such business in accordance with this Agreement for the Term (defined below). You must provide us at least fourteen (14) days prior written notice of the date on which you intend to open the Restaurant. Approval of the Location by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to: (i) the suitability of the Location for a Papa Johns Restaurant; (ii) the successful operation of the Restaurant; or (iii) for any other purpose. Our approval of the Location indicates only that we believe it complies with acceptable minimum criteria that we establish solely for our purposes at the time of the evaluation. Unless we otherwise approve, the Franchise applies only to the Location and the operations of the Restaurant must be carried on only from the Location.

2. Term, Renewal and Expiration.

(a) Term. The initial term of the Franchise is 10 years from the Effective Date of this Agreement, unless terminated earlier as provided in this Agreement (the "Term").

(b) Renewal of Franchise. This Agreement does not automatically renew upon the expiration of the Term. However, you have an option to renew the Franchise for one additional 10-year term (the "Renewal Term") upon the expiration of the Term if, and only if, each and every one of the following conditions has been satisfied:

(i) You give us written notice of your desire to renew the Franchise not less than four months nor more than twelve months before the end of the Term. If we have not received notice from you of your desire to renew within such period, we will notify (email acceptable) you and provide you a 30-day grace period within which to submit the renewal notice.

(ii) You are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates related to the Location and have substantially complied with the terms and conditions of these agreements during their terms. If there is any outstanding default under Section 19.(c) it must be cured within the time period specified in Section 19 with such renewal not being effective until it is cured; and all your debts and obligations to us and our Affiliates under this Agreement or otherwise must be current (or brought current before the effective date of the renewal), including your obligations to the Marketing Fund (as defined in Section 8.(b)) and if applicable each Cooperative (as defined in Section 8.(c)) of which you are a member. You or any controlling owner of you (regardless of whether as a part of the same franchise entity) must not have had (a) any franchise agreement terminated by us for financial delinquency within the prior 12 months, or (b) two or more franchise agreements terminated by us for any reason within the prior 12 months. "Control" shall mean either: (1) 50% or more ownership interest in you; or (2) the power to direct the conduct or management of your business affairs, with or without majority ownership.

(iii) You must promptly execute and deliver to us a new Papa Johns Franchise Agreement, which Franchise Agreement will supersede this Agreement in all respects, and the terms and conditions of which may differ from this Agreement, provided such Franchise Agreement will provide for a term of 10 years.

(iv) We then continue to operate the System under the Marks, in the state in which the Restaurant is located and have all required documents filed and all necessary approvals to offer renewals of Papa Johns franchises in that state. Any decision to withdraw from one or more states will be based on reasonable factors. Should we make such a decision, you may continue to operate the Restaurant and your continued operation will not be in violation of Sections 16.(a) or 16.(c), provided that you cease using all of our Marks and properly de-identify the premises.

(v) You must pay us a renewal fee in the amount of $4,000.

(vi) Subject to applicable laws, you, your owners, and we must execute and deliver a general release, in the form we prescribe, provided, our release of you will not include a release of any fees or royalties due under this Agreement, any amounts due to us or any of our Affiliates for products or services provided or otherwise payable to us or any of our Affiliates in the ordinary course of business, or any unfulfilled mandatory operational or system requirements (such as image or computer system upgrades or menu or product changes).

(vii) You must make, or provide for in a manner and timeframe reasonably satisfactory to us, such renovation and re-equipping of the Restaurant as may be necessary or required to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and decor; provided that substantial renovation and re-equipping will not be required if you have substantially renovated the Restaurant within the 3-year period immediately preceding the end of the Term.

(viii) You and your applicable employees must complete or comply with, or agree to complete and comply within a timeframe reasonably satisfactory to us, the then current qualification and training requirements we reasonably require.

(ix) You shall provide satisfactory evidence that you have the right to remain in possession of the Restaurant for the duration of the Renewal Term, or in the alternative provide reasonable evidence that you are in good faith negotiations with your landlord to secure the right to remain in possession of the Restaurant for the duration of the Renewal Term. If you have not already provided the lease or deed for the Restaurant or if there are any material changes to the lease or deed for the Restaurant, you shall provide such documentation prior to renewal.

(x) This option to renew may not be exercised unless all of the preceding conditions are fully satisfied.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee and Royalties. In consideration of the grant of the Franchise, you must pay to us the following fees:

(i) an Initial Franchise Fee of $25,000, which must be paid upon the execution of this Agreement and which is deemed fully earned and non-refundable;

(ii) a continuing royalty (the "Royalty") of 5% of the "Net Sales" (as defined below) of the Restaurant for each "Period" (as defined in Section 13.(b)). Regardless of the date upon which this Agreement is executed, the royalty rate may be increased by us at any time, provided: (A) we may increase the Royalty only if and to the extent that our form of Franchise Agreement being offered to new Papa Johns franchisees at the time of the increase provides for the increased Royalty; and (B) the Royalty rate cannot exceed 6% during the Term. Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services (including revenues from special or promotional sales efforts such as Groupon, Living Social or other discounted sales programs), delivery services or any other revenue-generating activity carried on at, from or in connection with operation of the Restaurant and regardless of whether such sales are evidenced by cash, check, credit, charge account, gift card or otherwise, less: (a) sales tax, use tax or similar tax collected from customers in conjunction with such sales and paid in full to the state or other local taxing authority; (b) any documented refunds actually paid to customers (if such amounts were originally included in calculating Net Sales); and (c) proceeds from sales of used furniture and fixtures and similar sales not in the ordinary course of business. The Royalty is due on the 10th day of the month following each Period; and

(iii) a continuing internet and digital ordering system transaction fee ("Digital Fee") in an amount determined by a board consisting of the same members of the Board of the Marketing Fund as a percentage of each Period's Net Sales of the Restaurant that arise from customer orders received via the internet through our internet/digital ordering system ("Digital Orders"). The fee generally will be set high enough to cover our actual and projected ongoing costs plus new capital expenditures each year in improving, maintaining and operating the on-line/digital ordering system/application, including costs of integration of aggregator or other third-party platforms, provided: (A) we will contribute any revenue in excess of these costs to the Marketing Fund; and (B) any shortfall of revenue will be carried forward as a deficit and retired from future Digital Fee revenues. The Digital Fee is due on the 20th day of the month following each Period.

(b) Alternative Ordering. We reserve the right to develop or contract with third parties to develop centralized or technology-based methods of taking, processing, routing, and delivering orders in addition to the online and digital system that we currently use or authorize (collectively "Alternative Ordering Systems"). These may become mandatory at any time during the Term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software, and to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent that these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent that all the direct and indirect costs to develop, test and implement an Alternative Ordering System are paid from the Digital Fee, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Alternative Ordering System, as between you and us we are and will be the owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Alternative Ordering Systems or as a result of their use, but excluding hardware or equipment that

you purchase directly for the purpose of gaining access to the Alternative Ordering System (including computers and kiosks).

(c) Papa Card Fees. You are required to accept customer cash cards ("Papa Card(s)") administered by Papa Card, Inc., a subsidiary of the Marketing Fund. We will debit or credit your bank account on a weekly basis for the net amount of Papa Card purchase or redemption transactions. Upon redemption of a Papa Card balance, or portion thereof, for purchases from your Restaurant, you are required to pay a percentage of the amount of Papa Card redemption transactions, including tax and gratuities, to Papa Card, Inc. on a weekly basis. We will debit your bank account monthly for the amount of Papa Card transaction fees. The percentage to be paid will be set by the Board of Papa Card, Inc. and may be changed by the Board of Papa Card, Inc. from time to time, provided the rate cannot be less than 1½% nor more than 2% without our written approval.

(d) Taxes. If the state in which the Restaurant is located (or a local taxing authority within the state) imposes a sales tax, use tax, gross receipts compensating tax or similar tax on the Initial Franchise Fee, the Royalty or the Digital Fee, we will collect such tax from you in addition to the amount set forth or determined as provided herein and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible. If the state in which the Restaurant is located (or a local taxing authority within the state) requires you to withhold tax on any payment that you are obligated to make to us or our Affiliates, you must timely pay such withheld amounts to the appropriate taxing authority and promptly deliver to us receipts of applicable governmental authorities for all such taxes withheld or paid. We have no obligation to recognize or give credit for any amounts so withheld until you provide to us receipts or other evidence acceptable to us that such amounts have been duly remitted to the appropriate taxing authority. We have no obligation to recognize or give credit for any such receipts provided more than three (3) years after the associated tax year. You are responsible for and undertake to indemnify us and our Affiliates against and hold us and our Affiliates harmless from any penalties, interest and expenses incurred by or assessed against us or any of our Affiliates as a result of your failure to withhold such taxes or to timely remit them to the appropriate taxing authority.

(e) Payments.

(i) At least 10 days before opening the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, electronic funds transfer or other means utilizing the "Information System" (as defined in Section 10.(c)(i)(B)) or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each Period's Royalty, Digital Fee and any other amounts due to us, our Affiliates, the Marketing Fund or Papa Card, Inc. under this Agreement or otherwise, including amounts owed to us and/or our Affiliates in connection with: (A) Marketing Fund contributions; (B) purchases from "PJFS" (as defined in Section 12.(b)) and all of our other Affiliates; (C) Papa Card purchase and balance increase transactions by customers; (D) transfer fees and (E) renewal fees. You must complete and provide to us any tax forms or other instruments or

documents necessary or appropriate to give effect to the terms and provisions of this Agreement, including an IRS Form W-9.

(ii) We will determine your Net Sales for each Period via the Information System, or if we are unable to do so, we may estimate the Net Sales of the Restaurant for such Period and debit your bank account the amount of the Royalty, Digital Fee and Marketing Fund contribution based on such estimate. If an estimate results in an overpayment, the amount of the overpayment will be deducted from the next Period's Royalty, Digital Fee and Marketing Fund contribution. Any deficiency resulting from such estimate may be added to the next Royalty, Digital Fee and/or Marketing Fund contribution payment(s) due and debited against your bank account. If, at any time, we determine that you have underreported the Restaurant's Net Sales or underpaid any Period's Royalty, Digital Fee, Marketing Fund contributions or payments to any of our Affiliates, we are authorized to immediately debit your account for these amounts by any of the Payment Methods. Any amounts of the Royalty, any other sums or fees owed to us or Marketing Fund contributions that are not paid when due bear interest until paid at a rate equal to the lesser of: (A) twelve percent (12%) per annum; or (B) the maximum rate permitted by law. Late charges, interest or other credit terms relating to your purchase of goods or services from our designated suppliers, including our Affiliates, will be as determined by the policies of the applicable supplier from time to time.

(iii) You must notify us at least 30 days before closing or making any change to the account against which such debits are to be made. If such account is closed or ceases to be used, you must immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and do not affect any obligation or liability for amounts owed. If for any reason your account cannot be electronically debited, you must submit payments by wire transfer or certified or cashier's check on or before the dates when due. You must maintain a sufficient balance in your designated bank account to ensure that all transactions made by any of the Payment Methods are promptly and fully paid and you undertake to indemnify and hold us harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from the act or omission of you or your bank; provided that you are not obligated to indemnify us for any dishonored debit caused by our negligence or mistake.

(iv) Notwithstanding the commencement of any "Insolvency Proceeding" (as defined in Section 25.(a)) by or against you, you must: (A) comply with the Payment Methods described above; (B) use your best efforts to obtain court approval of the Payment Methods as may be necessary or otherwise requested by us; and (C) seek such court approval as expeditiously as possible, but in no event later than five business days after the commencement of such Insolvency Proceeding.

(v) We have the right in our sole discretion to apply a payment to any past due indebtedness related to the Location due to us or our affiliates, whether for Royalties, Marketing Fund contributions or any other fee owed, regardless of how you designate a particular payment to be applied.

4. Franchisor Services. We will provide to you the following services at such time and in such manner as we deem appropriate:

(a) specifications for the design of the Restaurant and related facilities to be used in the operation of the Restaurant;

(b) specifications for fixtures, furnishings, decor, communications and computer hardware and software, signs and equipment;

(c) the names and addresses of designated and approved suppliers, and standards and specifications for (i) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant, and (ii) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant;

(d) our periodic inspections and evaluations of your operation, as described more fully in Section 11.(m), which inspections and evaluations may be conducted at such times and in such manner as we reasonably determine;

(e) communication to you of information relating to Restaurant operations to the extent we deem it necessary or pertinent;

(f) operation of the online and digital ordering system, including integrated aggregator or other third-party platforms, which enables customers to place orders online via internet and mobile applications with access to our website, provided:

(i) we do not represent or warrant to you, and expressly disclaim any warranty that the online and digital ordering system (or any other Alternative Ordering System that may be developed by us) will be error-free or that the operation and use of the online and digital ordering system or any such other Alternative Ordering System will be uninterrupted or error-free; and

(ii) we have no obligation or liability for any expense or loss incurred by you (including lost sales or profits) arising from operation (including failure of operations) or use of the online and digital ordering system or any other Alternative Ordering System that may be developed by us;

(g) preparation and presentation to the Board of the Marketing Fund of an annual budget for their input and approval; and

(h) foster positive, constructive and respectful communication between you and us, between us and the community of franchisees at large, and between franchisees.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, we will not locate nor license another to locate a Papa Johns restaurant within a one and one-half mile radius of the Location OR a one-half mile radius in certain densely populated urban areas (the "Territory").

(b) Non-Traditional Exclusion. Venues suitable for non-traditional Papa Johns operations (collectively "Non-Traditional Locations"), are excluded from protection within the Territory. Such venues include enclosed malls, institutions (such as hospitals, colleges, universities or other schools), airports, parks (including theme parks), military bases, sports arenas or stadiums, train stations, travel plazas, and entertainment venues that are subject to exclusive food vending rights of third parties or for which you are otherwise precluded from obtaining occupancy or vending rights, such as, by way of example and not of limitation, financial or net worth requirements of the landlord or site operator; laws, rules or regulations applicable to the location (such as special regulatory or licensing schemes applicable to casino or gaming operations or Indian tribal laws or regulations); or national security issues. We may open non-traditional Papa Johns restaurants, or franchise the right to open non-traditional Papa Johns restaurants to other persons at any such Non-Traditional Locations, regardless of where they are located. No delivery services will be permitted from non-traditional restaurants located within the Territory, except as otherwise agreed by you and us.

(c) Development Area Limitation. Notwithstanding identification of the Territory above, if this Agreement is signed pursuant to a Development Agreement between you and us, in no event will the Territory extend outside the boundaries of the "Development Area" as defined in the Development Agreement and neither termination nor expiration of the Development Agreement will alter this limitation.

(d) No Exclusive Trade Area for Sales or Delivery. We do not warrant or represent that no other Papa Johns restaurant will solicit or make any sales within the Territory, and you expressly acknowledge that such solicitations or sales may occur within the Territory. We have no duty to protect you from any such sales, solicitations, or attempted sales. You recognize and acknowledge that: (i) you will compete with other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Territory; and (ii) that such Papa Johns restaurants may be owned by us, our Affiliates or third parties. If you relocate the Restaurant, the Territory in our sole discretion may be reduced, changed, altered or restricted. We make no assurance that the Territory specified herein will be applicable to the new location, even if we have approved the new location.

(e) Alternative Ordering Systems Area. We will of necessity define the trade area for the Restaurant for Alternative Ordering Systems ("Alternative Order Area") and such trade area may be significantly different than the Territory and may change from time to time. You must use reasonable efforts not to solicit sales within the defined Alternative Ordering trade area of another Papa Johns restaurant. However, you acknowledge that such solicitations and sales may occur in your trade area, including advertising spillover, directories, electronic media, direct mail drops by sector or ZIP code and other advertising and that we have no duty to monitor, control or stop such advertising, solicitations or sales. In determining which Papa Johns restaurant an online, digital or other Alternative Ordering System order will be routed to, we will consider such matters as we reasonably deem material, including: existing trade or delivery areas of Papa Johns restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa Johns restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa Johns restaurants; and other commercial characteristics of geographically proximate Papa Johns restaurants (collectively, the "Commercial

Considerations"). You acknowledge that such Commercial Considerations may result in changes that remove particular addresses or groups of addresses or particular customers or groups of customers from routing to your Restaurant and that online, digital or other systematized orders from such addresses, groups of addresses, customers, or groups of customers may be re- routed to other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Restaurant, and that such Papa Johns restaurants may be owned by us, our Affiliates or third parties. You acknowledge that if you relocate the Restaurant, the routing of online, digital or systematized orders to your Restaurant may, in our sole discretion, be reduced, changed, altered or restricted, even though we have approved the new location for the Restaurant. Subject to any factors that are unique to electronic ordering or to our specific Alternative Ordering System, we will consider the same factors in changing the Restaurant's Alternative Order Area as set forth in Section 5.(h). Provided we use reasonable judgment in considering these factors, you waive all rights to bring any claim or cause of action against us for lost sales or profits as a result of our definition of your Alternative Order Area, including any changes made from time to time.

(f) Other Businesses. We reserve the right to operate, directly and/or through Affiliates, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa Johns restaurants and we and our Affiliates may do so within the Territory, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark.

(g) Other Methods of Distribution. We reserve the right to manufacture or sell, directly or through third parties, or both, within and outside your Territory, pizza and other products that are the same as or similar to those sold in Papa Johns restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis. We may in our discretion, contribute a portion of the "Net Revenue" from such other methods of distribution, up to 30% of such Net Revenue, to the Marketing Fund, to one or more co-ops or to a particular Papa Johns restaurant, in our reasonable discretion. "Net Revenue" means amounts paid to us less costs of securing such revenue, including costs to manufacture, market and distribute such items, lease or location costs, shelving fees, commissions, product costs, marketing and overhead. Such contribution together with the amount contributed from Partnership Marketing pursuant to Section 8.(k) is limited to $5.0 million in any fiscal year. These contributions will be made on at least an annual basis no later than March 1st of the immediately following year. You acknowledge that these amounts may be spent nationally, regionally or locally and that there is no obligation that the funds be spent in the area where the revenues were generated.

(h) Impact Mitigation. In exercising our rights to open or license others to open Papa Johns restaurants under Sections 5.(a) and 5.(b), we will take commercially reasonable steps to balance the impact to the sales and profitability of the Restaurant (measured as of the date 12 months after the opening of a new restaurant) with our duties to our shareholders and other franchisees to expand the Chain. We will rely on, among other factors, growth or other changes in population or demographic factors, changes to the System, new technologies, competitor actions, and advice or reports from third party experts we hire. We will also give consideration to any report prepared by a third party hired by you, provided such third party is independent and qualified to analyze new unit impact in the QSR/delivery segment.

6. Premises.

(a) Leased Premises. If the premises where the Restaurant will be operated (the "Premises") are leased, you must submit to us copies of the executed signature pages of all such leases immediately after signing and copies of the full leases and any exhibits and addendum at such other times as we may request. The term of all leases plus all options for you to renew must together equal or exceed the Term. Each original lease, renewal lease, and modification of any type must be submitted to us within thirty (30) days after execution by you and the landlord. All leases pertaining to the Premises must also include an Addendum in the form of Exhibit A attached hereto, or contain terms and conditions that we approve as substantially similar to those contained in **Exhibit A**. A copy of the executed Addendum must also be submitted to us. The terms of the Addendum may not be changed without our written approval.

(b) Owned Premises. If you own the Premises, you must submit to us proof of ownership. If you decide to sell the Premises together with the Restaurant at any time before the expiration or termination of the Franchise, you must notify us of your intention. We have a right of first refusal to purchase the Premises on the same terms and conditions as set forth in Section 14.(c)(ii). If the sale will also involve a relocation of the Restaurant, you must submit to us for our approval your proposed plans (including copies of any proposed lease or contract of purchase) for an alternative location.

(c) Premises Identification. Regardless of whether you own or lease the Premises, you must, within ten days after the expiration or termination of the Franchise, remove all signs and other items and indicia that serve, directly or indirectly, to identify the Premises as a Papa Johns restaurant and make such other modifications as are reasonably necessary to protect the Marks and the Papa Johns System, and to distinguish the Premises from Papa Johns restaurants. To enforce this provision, we may pursue any or all remedies available to us under applicable law and in equity, including injunctive relief. Your obligation is conditioned upon our giving you notice of the modifications to be made and the items removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it is your responsibility to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement, and you must obtain all permits and licenses required to construct, remodel and operate the Restaurant. You must not use the Premises for any purpose other than the operation of the Restaurant in compliance with this Agreement.

(e) Relocation; Assignments. You must operate the Restaurant only from the Premises at the Location unless we agree otherwise in writing. You may not, without first obtaining our written consent: (i) relocate the Restaurant; or (ii) renew or materially alter, amend, or modify any lease, or make or allow any transfer, sublease or assignment of your rights under any lease or owned location pertaining to the Premises. You must give us notice not less than 30 days before any of the foregoing. We will not unreasonably withhold our consent. We may require you to relocate the Restaurant to another location upon: (A) expiration of the original term or any extension or renewal of your lease; or (B) any significant damage to the Premises or surrounding areas, or other event that would provide you with an option or right to terminate the lease. We will not require

relocation if you prefer to remain at the same location and you demonstrate to our reasonable satisfaction that: (i) the trade area and location meet our then- current criteria for new restaurants; and (ii) you can restore or renovate the Premises to our then- current standards and agree in writing to do so if approved. You must give us notice not less than 60 days before the expiration of your lease, and you must give us written notice within five days after the occurrence of any event covered by (B) above. Our right to require you to relocate is conditioned upon: (1) the availability of a location approved by us for such relocation; (2) our offering to extend the Term of this Agreement for not less than five years, or at our option, offering to enter into our then-current form of franchise agreement (which will include an initial term of 10 years); and (3) the Territory (as measured from the new location) not extending into the "Territory" of any other Papa Johns Pizza franchisee. YOU ACKNOWLEDGE THAT SUCH RELOCATION, IF REQUIRED, WOULD INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM OF THIS AGREEMENT, AND MAY INCLUDE AN OBLIGATION TO LEASE OR BUY LAND, CONSTRUCT A FREE-STANDING BUILDING, INSTALL LEASEHOLD IMPROVEMENTS AND/OR PURCHASE NEW EQUIPMENT AND SIGNAGE.

7. Proprietary Marks; Copyright.

(a) Ownership of Copyrights. We may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals (as defined in Section 11.(e)) and the "Proprietary Programs" (as defined in Section 10.(c)(i)(A)(2)), and certain photographs, drawings, videos, music, or any materials used in advertisement of the Restaurant. The Copyrighted Works are our valuable property and your rights to use the Copyrighted Works are granted to you on the condition that this right is (a) only for and at the franchised business; and (b) only during the term of the Franchise Agreement. You further acknowledge that this right is conditioned upon compliance with the terms of this Agreement. We may further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which are deemed Copyrighted Works under this Agreement. Such Copyrighted Works include the materials and information provided to you by us for use in the operation of the Proprietary Programs. You will not undertake to obtain patent or copyright registration or otherwise assert proprietary rights to the Copyrighted Works or any data generated by the use of the Proprietary Programs or any portion thereof. Copyrighting of any material by us is not to be construed as causing the material to be public information. You must cause all copies of the Copyrighted Works and any data in your possession generated by use of the Proprietary Programs to contain an appropriate copyright notice or other notice of proprietary rights specified by us. All data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

(b) Ownership; Use by Others. We are the sole and exclusive owner of: (i) the Marks and all goodwill associated with or generated by use of the Marks; (ii) the Copyrighted Works; and (iii) any and all data generated by use of the Copyrighted Works. All works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works and the Marks does not vest you with any interest therein other than the non-exclusive license to use the Copyrighted Works and Marks granted in this Agreement. You must execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Works or the Marks or to maintain their validity or enforce-

ability, or to aid us in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt. You will give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works or the Marks, or the use by others of names, marks or logos that are the same as or similar to the Marks. You must cooperate with us in any suit, claim or proceeding involving the Marks or the Copyrighted Works or their use to protect our rights and interests in the Marks or the Copyrighted Works. We, in our sole discretion, are entitled to control all decisions concerning the Marks or the Copyrighted Works.

(c) Use of Marks. You are authorized to use the Marks only in connection with the promotion and operation of the Restaurant or the Chain and only in the manner that we authorize, including compliance with brand identity guidelines and other directives contained in the Manuals. Your right to use the Marks is limited to use during the Term and in compliance with specifications, procedures and standards prescribed by us from time to time. You must prominently display the Marks in the manner that we prescribe on all signs, plastic and paper products, and other supplies and packaging materials that we designate. You will not: (i) fail to perform any act required under this Agreement; (ii) commit any act that would impair the value of the Marks or the goodwill associated with the Marks, including publicly disparaging us, the System, the products or services offered by Papa Johns restaurants, or any of our officers or directors; (iii) at any time engage in any business or market any product or service under any name or mark that is confusingly or deceptively similar to any of our Marks; (iv) use any of the Marks as part of your corporate or trade name, or as part of any e-mail address, web-site address, domain name, or other identification of your business in any electronic medium without our express, written consent; (v) use any trademark, trade name, service mark, logo, slogan or emblem that we have not authorized for use in connection with the Restaurant, including any co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party, without our approval, or (vi) use the Marks or Copyrighted Works in any advertisements that infringe the intellectual property rights of a third-party. You must obtain such fictitious or assumed name registrations as required by applicable state law and forward to us copies of the same upon request.

(d) Designation as You. You must identify yourself as the owner of the Franchise in conjunction with the use of the Marks, including on checks, invoices, receipts, letterhead, contracts, and all employment-related documents (such as employment applications, pay checks or pay stubs, time cards, employee handbooks or manuals and employment agreements). You must also post, at conspicuous locations on the Premises in both the area of the Restaurant accessible to the public and in an area conspicuous to your employees, such as adjacent to the time clock or other employee check-in area, a notice that specifies your name, followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct or approve.

(e) Discontinuance of Use; Additional Marks and/or Copyrights. You must: (i) modify or discontinue use of any Mark or Copyrighted Work if a court of competent jurisdiction or other governing body orders it and do so within the timeframe required by such court or governing body, or if we in our sole discretion deem it necessary or advisable; (ii) comply with our directions regarding any such Mark or Copyrighted Work within 30 days after receipt of notice from us; and (iii) use such additional or substitute Marks or Copyrighted Works as we may direct. We are not obligated to compensate you for any costs or expenses incurred by you to modify or

discontinue using any Mark or Copyrighted Work or to adopt additional or substitute Copyrighted Works or Marks.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, each month during the Term, you must make the following contributions and expenditures for advertising:

(i) To the extent you are not obligated to perform grand opening marketing pursuant to a development agreement, you must submit to us proof at least four (4) weeks prior to opening of the Restaurant that you have a grand opening marketing budget of Ten Thousand Dollars ($10,000.00) to be used to support pre-opening and for use within the first ninety (90) days of the opening of the Restaurant. You must provide us receipts and invoices evidencing the expenditure of such funds within 120 days after the opening of the Restaurant. The sufficiency of such receipts and invoices will be in our reasonable discretion. If you do not provide reasonable evidence of the required grand opening marketing budget as outlined herein, we may require that you place the grand opening marketing funds into an escrow account.

(ii) You must contribute to the Marketing Fund such amount: (A) as designated by the Board of Directors of the Marketing Fund (the "Board") from time to time; or (B) as proposed by the Board and approved by a vote of the members in good standing of the Marketing Fund, if such a vote is required by the "Bylaws," as defined in Section 8.(b).

(iii) You must contribute to the "Cooperative" (as defined below) that percentage of Net Sales that the governing body of the Cooperative designates from time to time. The governing body of the Cooperative may propose a change in the required contribution to the Cooperative. Approval of such change must be submitted to a vote of the members in good standing of the Cooperative (including both Franchisor-owned and franchised restaurants) and will take effect only if approval of the proposed change receives a majority of votes cast in such election. However, the contribution rate may not be less than 2% of the monthly Net Sales of the Restaurant, without our consent, except as otherwise provided below. We may approve a monthly contribution rate to the Cooperative of less than 2% of Net Sales, provided, we also reserve the right to withdraw our approval of any such reduced contribution rate to the Cooperative and require that the minimum 2% contribution rate be reinstated.

(iv) Notwithstanding the provisions of Section 8.(a)(ii), if the combined Marketing Fund and Cooperative contributions exceed 7% of Net Sales due to a subsequent change in either contribution rate, then any franchisee in the Cooperative may elect to contribute a lower percentage of Net Sales to the Cooperative such that the combined total for that franchisee equals 7% of Net Sales. Each franchisee in the Cooperative must make the same election for all the restaurants that the franchisee owns that are in the Cooperative. An invocation of this provision will not cause the franchisee to lose membership or voting rights in the Cooperative or any other benefit of participation in the Cooperative except as expressly provided in Section 8.(c)(vi). In no event may a Restaurant reduce the Marketing Fund contribution without our prior written approval.

(v) You must expend, at a minimum, an aggregate amount equal to 8% of the annual Net Sales of the Restaurant on your combined Marketing Fund contributions, Cooperative contributions and local store promotion, marketing and advertising.

(vi) Promotion, marketing and advertising as used herein shall be promotion, marketing and advertising directly promoting the Papa Johns brand, brand initiatives or the Restaurant. Costs and expenditures that shall not be considered promotion, marketing and advertising shall include but not be limited to aggregator commissions and in-Restaurant materials consisting of fixtures and equipment.

(b) Marketing Fund. Papa John's Marketing Fund, Inc., a Kentucky nonstock, nonprofit corporation (the "Marketing Fund"), has been organized for the purposes set forth in the Articles of Incorporation and By-Laws of the Marketing Fund, as they may be amended from time to time (the "Bylaws"). You automatically become a non-voting member of the Marketing Fund upon the execution of this Agreement. Before opening the Restaurant, you must execute and deliver to the Marketing Fund an Advertising Agreement in the form prescribed by the Board. The Marketing Fund is governed by the Board, which is established in accordance with the Bylaws and which, as of the date of this Agreement, consists of four directors, two appointed by us and two chosen by the franchisee-elected members of the FAC (as defined in Section 25.(l)). Each director has one vote, provided that we have the tie-breaker vote, except as may be otherwise provided in the Bylaws.

(i) The Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the Chain and may do all things necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the aforesaid purposes, including planning, preparing, designing, producing, broadcasting, distributing, maintaining, supervising and administering advertising and promotional programs, materials and activities for present and future Papa Johns restaurants and all activities related and incident thereto, such as (but not by way of exclusion, limitation or exhaustion): television, radio, social media, magazine and newspaper advertising; advertising related to special offers and promotions and introductory products; marketing surveys and other public relations activities; and engaging and consulting with advertising and public relations firms to assist in such activities. We, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa Johns restaurants operating in such geographic area or that you or the Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We (including our officers, directors, agents and employees) are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our respective officers, directors, agents and employees will not be liable to you with respect to the maintenance, direction or administration of the Marketing Fund, including with respect to contributions, expenditures, investments and borrowings.

(ii) We and our Affiliates will make contributions to the Marketing Fund for each Papa Johns restaurant that we own on the same basis as required of comparable franchisees within the United States.

(iii) As long as you are in compliance with the Advertising Agreement and the Articles and By-Laws of the Marketing Fund, you will be furnished with advertising materials produced by or for the Marketing Fund for Chain-wide distribution, on substantially the same terms and conditions as such materials are furnished to other similarly situated franchisees.

(iv) You must make your monthly contribution to the Marketing Fund on the date and in the manner provided for in this Agreement, the Advertising Agreement and the By-Laws and submit such statements and reports as the Board may designate from time to time. From time to time the Board may designate one or more accounts to which such contributions must be made and if requested or directed by the Marketing Fund, you must make such payments separately. Contributions to the Marketing Fund may be used to defray our expenses only to the extent of the administrative costs and overhead that we may reasonably incur in rendering services to the Marketing Fund.

(v) The funds collected by the Marketing Fund, and any earnings thereon, are not and will not be our asset or the asset of any franchisee.

(vi) Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund will not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

(vii) Each member of the Marketing Fund (including us and our Affiliates), is entitled to one vote per Restaurant (excluding non-traditional restaurants) it owns on certain changes of the contribution rate, as described in Section 8.(a)(i).

(c) Regional Cooperative Advertising. We have the right, in our sole discretion, to designate a geographical area in which the Restaurant is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Restaurant at the time you commence operations, you are deemed to be a member of such Cooperative upon the date the Restaurant opens for business. If a Cooperative applicable to the Restaurant is established at any later time during the Term, you automatically become a member of such Cooperative, by virtue of your execution of this Agreement, on the date the Cooperative commences operation. In no event will the Restaurant be required to contribute to more than one Cooperative. We may designate, from time to time, a formula for calculating a proration or reduction of the contribution rate for Papa Johns restaurants in a Cooperative based on media coverage, demographics or other factors. The following provisions apply to each Cooperative:

(i) Each Cooperative will be organized and governed in a form and manner conforming to applicable state law but your obligation hereunder to participate in and make monetary contributions to a Cooperative is not dependent on any organizational formalities. Each Cooperative must commence operation on a date that we approve or designate, which, for purposes of this Agreement, constitutes the date that the Cooperative is established. Your contribution obligation will commence on that date (or on the date of this Agreement, if a Cooperative applicable to the Restaurant has already been established at that time).

(ii) Each Cooperative is owned, operated and controlled by its members, provided: (A) no dissolution of a Cooperative by its members will affect the requirement that all restaurants in the area that we have specified must participate in a Cooperative; (B) member contributions to the Cooperative must be expended for the purposes set forth in subsection (iii) of this Section 8.(c) and may not be refunded, distributed or redistributed to members except with our consent and approval or as required by applicable law; and (C) the terms of this Agreement supersede and will prevail over any contradictory or conflicting: (1) provision of any bylaw or other regulatory document of the Cooperative; or (2) decision or action of the Cooperative or its membership or other governing body. On all matters to be voted on by the Cooperative's membership, each member (including Papa Johns and our Affiliates) has one vote for each Papa Johns restaurant it owns within the Cooperative's geographical area (excluding non-traditional restaurants). Each Cooperative must provide any existing bylaws or other regulatory document of the Cooperative to us upon request.

(iii) Each Cooperative has been or will be organized exclusively for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including print, electronic media, and sponsorships, for use in and around the applicable geographic area and developing standardized promotional materials for use by the members. Use of member contributions for any other purpose is prohibited and will constitute a breach of this Agreement if you knowingly or intentionally acquiesce or participate in, aid, abet or act in furtherance of any such prohibited use.

(iv) We make contributions to each Cooperative of which we are a member on the same basis as required of comparable Papa Johns restaurant franchisees within the System.

(v) No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without our prior written approval. All such programs, materials and planned activities must be submitted to us for approval in accordance with the procedure set forth in Section 8.(f). Advertising agencies employed by a Cooperative must be approved by us.

(vi) Subject to the provisions of this Section 8, each Cooperative has the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative. If a franchisee elects to reduce contributions to the Cooperative pursuant to Section 8.(a)(iii), the Cooperative may: (A) allocate benefits of the Cooperative's advertising, marketing and promotional efforts, in whole or in part, on a basis reasonably calculated to apportion such benefits according to relative contribution rates (as a percent of Net Sales) of the members; and/or (B) bar such franchisee from serving as an officer or governing board member of the Cooperative.

(vii) You must make your contributions to the Cooperative on the date and in the manner designated by the Cooperative and submit such statements and reports as may be designated from time to time by us or the Cooperative. The Cooperative must submit to us such statements and reports as we may designate from time to time and we have the right to examine or audit the books and records of the Cooperative to ensure compliance with the terms of this Agreement. Amounts contributed to the Cooperative are unencumbered assets of the Cooperative

and will not be refunded upon your withdrawal from the Cooperative or upon transfer or closure of the Restaurant, even if such contributions are held by the Cooperative and not expended at the time of such withdrawal, closure or transfer.

(viii) Notwithstanding the foregoing, we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative or allow a restaurant or member to contribute at a reduced rate if we determine, in our reasonable judgment, such exemption or reduced rate is warranted by the restaurant or franchisee not receiving full media coverage or by other factors that we, in our reasonable judgment, deem relevant. Such an exemption or rate reduction may be for any length of time and may apply to one or more Papa Johns restaurants owned by such franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. We also have the right to authorize any Cooperative to determine contributions on a different basis (fixed amount, geographic location, etc.). Our decision on any issue concerning Cooperative contributions is final.

(d) Local Advertising. You must submit verification of your local advertising expenditures at such times and in such form as we request from time to time.

(i) Supplemental Advertising. You have the right to conduct, at your separate expense, supplemental advertising, marketing or promotional programs or activities in addition to the expenditures specified herein. All such supplemental programs or activities and all materials to be used in connection therewith must be either prepared or previously approved by us within the 90-day period preceding their use, or approved by us as provided below.

(ii) Telephone and Other Directories. You must, at your own expense, obtain (or contribute to the cost of obtaining) a listing for the Restaurant in telephone and business directories as designated or approved by us (including digital or electronic directories) serving the Territory and each such listing must be of the style, format and size, and in such form, as we may specify from time to time.

(e) National Promotions. You must participate, in compliance with our standards, specifications and directives, in each national promotion that we designate as mandatory for the Chain due to its value to the Chain and for which we, in our judgment, determine that United States restaurant participation is essential to, or a significant element in, the value or success of the promotion. These promotions may include (by way of example and not of limitation or exclusion): (i) offering of premium or other specialty promotional products, which may require you to purchase non-standard inventory items; (ii) customer service incentives; (iii) sponsorships of or association with selected promotional associates; and (iv) advertising promoting the Papa Johns brand or customer service features of the System with or without specific product or promotional offers. Except for required purchases of non-standard inventory items, costs you incur in mandatory promotions may be counted towards your minimum advertising expenditure requirements. While we have the right to dictate the products, services, maximum price points and other parameters of national promotions, you have the right to select lower pricing for such promotions in the Restaurant.

(f) Our Approval. Before use by the Cooperative or by you, samples of all advertising, marketing and promotional materials not prepared or previously approved by us within the 90-day period preceding their use, including co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party, must be submitted to us (to the attention of your designated Papa Johns Marketing team contact (unless otherwise directed by us) for our approval. If approval is not received within 20 days from the date of receipt by us of such materials, the materials are deemed approved. To be considered pre-approved, advertising, marketing, and promotional materials must be identical to what was previously submitted and approved, except for non-substantive changes such as changes to dates and store addresses. The Cooperative and you may not use, and must cease using, any advertising or promotional materials that we may at any time disapprove, regardless of whether we have previously approved any such items.

(g) Our Advertising. We may from time to time expend our own funds to produce marketing or promotional materials and to conduct advertising as we deem necessary or desirable. In any advertising, marketing or promotional efforts conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included, and the medium employed and we have no duty or obligation to supply you with any advertising, marketing or promotional materials produced by or for us at our sole expense.

(h) Ownership of Advertising. We are the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, the Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, does not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. You must assign to us any contractual rights or copyright that you acquire in any advertising and execute such documents or instruments as we may reasonably require in order to implement the terms of this Section 8.(h).

(i) Internet Website, Social Media and Other Digital or Electronic Marketing. Any internet website, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels") are deemed "advertising" under this Agreement and will be subject to, among other things, Sections 8.(f) and 8.(h) above. In connection with any Electronic Channel:

(i) If required by us, you will not establish a separate Electronic Channel, but only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

(ii) If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions apply:

(A) Before establishing the Electronic Channel, you must submit to us (to the attention of your designated Papa Johns Marketing team contact, unless otherwise directed by us), for our prior written approval, a sample of the proposed Electronic Channel domain name, handle, format, visible content (including proposed screen shots), and non- visible content

(including meta tags) in the form and manner that we may reasonably require; you must not establish or use the Electronic Channel without our prior written approval; and you must not modify such Electronic Channel without our prior written approval as to such proposed modification. For the avoidance of doubt, each new post, modification, or submission on an Electronic Channel constitutes "advertising" and is subject to, among other things, Sections 8.(f) and 8.(h) above.

(B) You must comply with our standards and specifications for Electronic Channels as prescribed from time to time in the Manuals or otherwise in writing.

(C) If required by us, you must establish such hyperlinks or other link or connection to our Electronic Channel and others as we may request in writing.

(D) Upon expiration or termination of the Franchise, you must cease use of any Electronic Channel associated with the Restaurant and assign to us or, at our election delete, any domain name or other Electronic Channel page, name or site containing any of the Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Marks.

The provisions of this Section 8.(i) also apply to Cooperatives.

(j) Contributions from Non-Traditional Locations. Any Non-Traditional Location that we license or franchise under the Papa Johns name on or after June 1, 2007 will be required to pay one-quarter (25%) of the then current rates for the Marketing Fund and that Cooperative for the area in which the Non-Traditional Location is located. Notwithstanding the foregoing, if you are the franchisee or licensee of the Non-Traditional Location and also own more than 80% of the Restaurants in the Cooperative, you will not be required to make the Cooperative contribution on behalf of the Non-Traditional Location. If we own 80% or more of the restaurants in a Cooperative, we may exempt the Non-Traditional Location from the Cooperative contribution regardless of whether we operate or license a third party to operate the Non-Traditional Location.

(k) Partnership Marketing. We may establish marketing programs with third parties to promote our brand or their brand, or both ("Partnership Marketing"). If the program solely promotes another brand, we will reimburse any funds paid by the Marketing Fund. These programs may involve electronic media, including Alternative Ordering Systems, or print (including direct mail, box toppers, door hangers, etc.) and you may be required to participate. We expect to receive revenues from these promotions in excess of our direct and allocated expenses associated with securing these programs. After we recover net revenues (amounts paid to us less all direct and allocated expenses incurred to secure such revenues) equal to $2.25 million, we may, in our discretion, contribute a portion of net revenue from Partnership Marketing to the Marketing Fund, up to 30% of such net revenue, provided, that the amount that we so contribute to the Marketing Fund together with the amount that we contribute to the Marketing Fund under Section 5.(g), is limited to $5.0 million in any fiscal year.

(l) Leverage Marketing. We may adopt various marketing programs from time to time that involve merchandise, samples or promotional material to be distributed in Papa Johns restaurants or delivered with customer orders, or both (collectively, "Leverage Marketing"). You must participate in these promotions, but you are also entitled to receive any net revenue (revenue

minus direct and allocated expenses) paid or payable based on the number of items distributed, identified goals or other criteria for the applicable program. To the extent that we receive net revenue from Leverage Marketing conducted at franchisee-owned restaurants, we will use reasonable efforts to allocate it among all participating restaurants on an equitable basis.

9. Telephone Number. The only customer ordering telephone number assigned to the Restaurant is set forth in Section 25.(m) (the "Telephone Number"). You must not use the Telephone Number for any other business. If you obtain any additional or substitute telephone service or telephone number at the Restaurant, you must promptly notify us and such additional or substitute number will be subject to this Agreement. You acknowledge that, as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with the Restaurants or the Marks. Concurrently with the execution of this Agreement, you will execute and deliver the form of assignment of telephone numbers and listings (the "Telephone Number Assignment"), required by the applicable local telephone service provider or, if the local telephone service provider has no form, our current blank assignment form attached to this Agreement as Exhibit B. You acknowledge that the telephone service provider and all listing agencies may accept this Agreement and/or the Telephone Number Assignment as conclusive evidence of our exclusive right in such telephone numbers and directory listings and its authority to direct their transfer.

Upon termination or expiration of the Franchise or transfer of the Restaurant:

(a) you must cease use of the Telephone Number;

(b) you must immediately take any and all actions as may be necessary to transfer the Telephone Number, any other telephone number publicized to customers, and any telephone directory listings associated with the Restaurant or the Marks to us or our designee (or to an approved transferee, if applicable);

(c) we have the right and are hereby empowered to effectuate the Telephone Number Assignment, and, in such event, you will have no further right, title or interest in the telephone numbers and listings, but you remain liable to the telephone service provider for all charges and fees owing to the telephone service provider on or before the effective date of the assignment hereunder;

(d) as between us and you, we have the sole right to and interest in and to all telephone numbers and listings, including listing in online, digital or other electronic directories, associated with the Restaurant or the Marks;

(e) you appoint us as your true and lawful attorney-in-fact to direct the telephone service provider or other directory provider to assign same to us, and execute such documents and take such actions as may be necessary to effectuate the assignment; and

(f) you must immediately notify the telephone service provider or other directory provider to assign the telephone numbers and listings to us. If you fail to promptly direct the telephone service provider or other directory provider to assign the telephone numbers and listings to us, we have the right to direct the telephone service provider or other directory provider to

effectuate the Telephone Number Assignment. The telephone service provider or other directory provider may accept our written direction, this Agreement or the Telephone Number Assignment as conclusive proof of our exclusive rights in and to the telephone numbers and listings upon termination, expiration or transfer of the franchise and that such assignment will be automatically and immediately effective upon the telephone service provider's or other directory provider's receipt of such notice from us or you. If the telephone service provider or other directory provider requires that the parties execute the telephone service provider's or other directory provider's assignment forms or other documentation at the time of termination or expiration of the Franchise, our execution of such forms or documentation on your behalf constitutes your consent and agreement to the assignment. You will perform any and all acts and execute and deliver any and all documents as necessary to assist in or accomplish the assignment described herein and the Telephone Number Assignment.

10. Construction, Design and Appearance; Equipment.

(a) Construction. You must construct or remodel the Premises at the Location in accordance with our new construction or remodeling plans and design specifications. You must purchase or lease specific products in accordance with our brand standard specifications as we may reasonably prescribe. Changes to any building plan or signage without our prior written consent will be a violation of this Agreement. You must maintain the interior and exterior in accordance with our brand standard specifications as we may reasonably prescribe. Prior to the opening of the Restaurant or within thirty (30) days of a remodel of the Premises, you shall provide to us a copy of the final Health Inspection and Certificate of Occupancy issued by the relevant authorities. If the completion of construction or remodeling of your restaurant is delayed by thirty (30) days or more for any reason, you will provide us with information and documentation regarding the cause of such delay.

(b) Signs. You must prominently display, at your expense, the interior and exterior signs per our brand specifications in the form, color, number, location and size, and containing Marks, logos and designs that we designate. Such signs must be obtained from a source designated or approved by us. You must obtain all permits and licenses required for such signs and you are responsible for ensuring that all signs comply with all applicable laws and ordinances. You shall not display in or upon the Premises any sign that was not approved by Papa Johns.

(c) Information System. You must: (1) acquire, maintain and use in the operation of the Restaurant the "Information System" (as defined below) for the Restaurant and the right to use, for the Term, the "Designated Software" (as defined below) in the manner specified by us; (2) obtain any and all hardware, peripheral equipment and accessories, arrange for any and all support services and take all other actions that may be necessary to prepare or enable the Information System and the Designated Software to operate as specified by us (including installation of electrical wiring and data cabling, and temperature and humidity controls); and (3) install and use the Designated Software on the Information System, and use such items solely in the operation of the Restaurant in the manner specified by us. You are responsible for all costs associated with the foregoing, including but not limited to transportation, installation, sales, use, excise and similar taxes, site preparation and disposal of retired hardware. You must operate only Designated Software on the Information System. The Designated Software, and all additions, modifications and enhancements thereto, constitute "confidential information," and are subject to the provisions of Section 17 of this Agreement.

(i) Definitions. For purposes of this Agreement, the terms listed below have the meanings that follow them.

(A) "Designated Software" - The software, programming and services that we specify or require from time to time for use by you in the Restaurant. The Designated Software may consist of and/or contain either or both of the following:

(1) Packaged Software. Software purchased and licensed from us or a third party and/or third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements").

(2) Proprietary Programs. Proprietary computer software programs that we develop or cause to be developed and that are owned by us or licensed exclusively to us and that we designate for use on the Information System in the operation of a Restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs").

(B) "Information System" The Designated Software and those brands, types, makes, and/or models of communications and computer systems, hardware, network devices, security systems and internet access platforms specified and required by us for: (i) use in the Restaurant; (ii) between or among Papa Johns Restaurants and/or us; or (iii) between customers, vendors or suppliers and the Restaurant. The Information System may include, but is not necessarily limited to, hardware and point of sale systems, back-office systems, information storage, retrieval, data transmission systems, third party integrations, inventory management, software maintenance, reporting and analytics, research and development systems, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, and security systems.

(ii) Use of Information System. You will record and store all customer transactions on the Information System and in so doing comply with the provisions of any applicable laws and regulations related to data protection and not use the data and information for any purpose other than in the operation of the Restaurant.

(iii) Grant of Software License. We will grant to you, and cause our Packaged Software vendors to grant to you, a nonexclusive, nontransferable, nonassignable license to use the Designated Software, subject to the same terms and conditions under which the Designated Software is licensed to our other franchisees in general. You are bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our Packaged Software vendors, and you must use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality thereof. We have the right to use the data as we determine appropriate, provided, we will: (i) not use or sell the data to any "Competitive Business" (as defined in Section 16.(c)); and (ii) consult with the FAC regarding any sale to or use by a third

party of data generated by franchisees (limited to phone numbers, names, street addresses, email addresses and purchase history). We will account for the Net Revenues from the sale to, or use by, third parties of data generated by franchisees as Partnership Marketing under Section 8.(k).

(iv) Access; Enhancements and Changes.

(A) Access to System. We have the right at all times to access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on the Information System. We may access the Information System in the Restaurant or from other locations, including our headquarters and regional offices. You must store all data and information that we designate from time to time on the Information System. No unauthorized data or information may be stored on the Information System.

(B) Enhancements and Changes. We will notify you of, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to Designated Software and the other components of the Information System developed or adopted by us for use in the operation of the Restaurant.

(C) Information Systems Maintenance. You must maintain the Information System in accordance with our published maintenance program, as amended from time to time (which will also be adhered to by our Papa Johns restaurants). If you fail to maintain the Information System in accordance with our published maintenance program, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards. The published maintenance program may include a hardware spares program and a preventive maintenance program. Such maintenance is necessary to help ensure the proper functioning of the Information System. You will not attach any device to the Information System without our prior written approval. If any component of the Information System reaches its end of useful life, and the ongoing use of such component would, in our discretion, result in an unreasonable security risk, then you must immediately replace such components with approved replacements. Any installation of hardware for the Information System must be performed securely according to the terms and conditions outlined herein and as such terms and conditions may be updated by us at our discretion. We reserve the right to disable the Information System at the Restaurant if we deem reasonably necessary for security purposes due to your utilization of such non-secure end-of-life components or non-secure installation of hardware. You agree to dispose of non-secure end-of-life hardware in accordance with PCI standards.

(D) Ideas and Suggestions. You must promptly disclose to us all ideas and suggestions for modifications or enhancements of the Information System or any component thereof that are conceived or developed by or for you, and we and our Affiliates have the right to use and license such ideas and suggestions without compensation to you therefor. All modifications and enhancements made to the Information System, together with the copyright therein, are our property (or of the appropriate Packaged Software vendor if we so designate), without regard to the source of the modification or enhancement, and you hereby assign all of your right, title, and interest in any ideas, modifications, and enhancements to us (or the appropriate Packaged Software vendor if we so designate). You must execute any documents, in the form provided by us, that we determine necessary to reflect such ownership.

(E) Removal. Upon expiration or termination of the Franchise, you must: (1) allow our employees or agents to remove the Designated Software from the Information System; (2) immediately return to us the Designated Software, each component thereof, any data generated by the use thereof, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation; and (3) immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you). Any destruction of hardware must be completed in accordance with PCI standards and requirements.

(v) On-Site Installation Fee. Our Affiliate, Papa John's USA, Inc. ("PJUSA"), offers installation services for the Designated Software. You are not obligated to use PJUSA's services but installation must be performed by a qualified provider approved by us. If PJUSA installs the Designated Software on your Information System, you must pay to PJUSA upon installation an on-site installation fee (the "On-Site Installation Fee") at its then-current rates, plus all reasonable travel, lodging and other expenses that PJUSA incurs in connection with the installation. In exchange for this On-Site Installation Fee, PJUSA will install the Designated Software on the Information System and provide one or more system installers/trainers at the Restaurant, generally, for a two day install, one day before the Restaurant opens for installation and training and the day the Restaurant opens, for support. This installer/trainer will assist with the configuration and testing of the Information System. If you are opening your first Restaurant, a four-day install will generally be required, unless we approve reduction to a 2 day install. The first 3 days will include installation, testing, configuration and training of your employees in the use of the Information System. The 4th day will be the opening day of the Restaurant and the in- staller/trainer will remain on site at the Restaurant opening for support. PJUSA may also charge additional On-Site Installation Fees, at its then-current rate, each time a modification of additional days or services to the agreed upon installation is performed at the Location. The On-Site Installation Fees does not include any hardware, supplies, data cabling, electrical wiring, or shelving installation or other site work necessary to prepare the Restaurant of the Information System. These are your sole responsibility. However, some or all of these materials and services may be offered by PJUSA or its agent for an additional fee.

(vi) On-Site Support Fee. You must pay a fee to PJUSA each time on-site support is required for enhancements, modifications or maintenance to the Information System a fee for such on-site support (the "On-Site Support Fee") at its then-current rate. Generally, enhancements and upgrades are accomplished electronically through direct access to the Information System, in which case no on-site support or fee payment is required.

(vii) Help Desk Service Fee. PJUSA may offer software support services for the Information System. If you choose to use these services or if the services are mandatory, you must pay to PJUSA a recurring software support service fee ("Help Desk Service Fee") equal to PJUSA's then-current fee and on a timeframe determined by PJUSA. In exchange for this fee, PJUSA will provide general assistance and support for your Information System.

(viii) Software Maintenance Fee. You must pay to PJUSA a monthly software maintenance fee ("Software Maintenance Fee") at its then-current rate. This Software Maintenance Fee covers PJUSA's continuing efforts to enhance, develop and upgrade the Information System, including: functionality for point-of-sale; back office; makeline; delivery and driver technologies; inventory management; information storage, data transmission systems, retrieval systems, third party integrations, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, reporting and analytics; software maintenance; research and development; upgrades and enhancements to installation media; if any, that we adopt, require or provide. Installation on the Information System, if required, will be charged as described in Section 10.(c)(v).

(ix) Changes in Fees. The On-Site Installation Fee, the On-Site Support Fee, Help Desk Fee, the Software Maintenance Fee and/or per diem charges may be changed by PJUSA from time to time; provided that the Help Desk and Software Maintenance Fees are intended to cover PJUSA's actual costs, including reasonable allocations of direct, actual overhead, any associated taxes, and other expenses related to the Information System and the services that PJUSA provides.

(x) We may require you to modify, enhance and/or replace all or any part of the Information System and/or the Designated Software at your expense, and you must, within 120 days of receipt of written notice from us, acquire, or acquire the right to use for the remainder of the Term, the modified, enhanced or replacement version of the Information System and/or Designated Software specified by us. Such written notice may be in the form of a physical or electronic (email or other software-based messaging) communication. You must take all other actions necessary to enable the modified, enhanced or replacement Information System and Designated Software to operate as specified by us. Any such modifications, enhancements, and replacements may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services. You acknowledge that changes or advancements in technology are likely to occur and that the timing and pace of such changes or advancements are not predictable. We have the right to establish reasonable new standards for implementation of new technology as part of the System and you will promptly adopt and implement such new standards as if this Agreement were periodically revised for that purpose. Such new standards may apply to the Information System or the Alternative Ordering Systems or may consist of entirely new technologies that we, in our discretion, determine are valuable enhancements or additions to the System.

(xi) Warranties and Limitation of Liability. We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to nonexclusive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or other violation of proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no

infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and expressly disclaim, any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program. Without limiting the generality of the foregoing, you are solely responsible for inputting into and configuring the Information System to accommodate information of local applicability, including state and local taxability of goods and services sold or provided in the Restaurants and state and local sales tax rates.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE DESIGNATED SOFTWARE OR ANY PORTION THEREOF, INCLUDING ANY PROGRAM DOCUMENTATION OR OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO ARE EXPRESSLY EXCLUDED. WE HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES.

(d) Maintenance, Remodeling, Re-equipping, Enhancements and Replacements. You must at all times to maintain the Restaurant in accordance with our standards, and, within 90 days from the date of written notice from us, remodel or re-equip or perform maintenance at the Restaurant in accordance with the specifications we provide. Such maintenance, remodeling and re-equipping may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting; and purchasing more efficient or improved equipment. We may require you to take reasonable actions to restore and resurface the parking lot of the Restaurant up to and including enforcing your rights under any lease. We may order and ship replacement equipment at your cost for any end of useful life equipment that is not replaced as required herein, for which a notice of default under Section 19 has been sent and left uncured, and for which we reasonably believe could harm the System. We may require you to perform maintenance and remodeling and to purchase equipment at such times as we deem necessary and reasonable; provided, that we may not require any significant remodeling of the Restaurant during the first two years of the Term (this restriction is not applicable to any Renewal Term even if a new Franchise Agreement is executed in connection with the renewal of the Franchise). You must use a licensed commercial general contractor for any repairs or remodels of the Restaurant and provide us with their applicable contract information and proof of liability insurance upon request. You acknowledge that you are responsible for ensuring that any contractor performs any design, construction or remodeling of the Restaurant in accordance with our standards and specifications. We have the right to require you to submit periodic progress reports in such form and at such times as we reasonably request. You acknowledge that we cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Restaurant, equipment, signage, the Information System or other items. YOU ACKNOWLEDGE THAT EQUIPMENT, ADDITIONS, ENHANCEMENTS, ALTERATIONS, MAINTENANCE AND RENOVATIONS REQUIRED BY US MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM.

11. Operations; Standards of Quality; Inspections.

(a) Principal Operator. You must designate an individual to serve as the "Principal Operator" of the Restaurant, provided, if you are developing and operating multiple Restaurants pursuant to a Development Agreement, you need designate only one Principal Operator for your operation, not one for each Restaurant. The Principal Operator must meet the following qualifications:

(i) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, which rights must be evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

(ii) The Principal Operator must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement.

(iii) The Principal Operator must be a person approved by us who completes, to our satisfaction, our initial training requirements and participates in and successfully completes, to our satisfaction, all additional training that we reasonably designate.

(iv) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communications with customers and us.

(v) The Principal Operator must interact with us and our representatives in a positive, constructive, responsive and respectful manner.

(vi) The Principal Operator must attend and participate in all events, meetings and webcasts that we reasonably designate.

(vii) The Principal Operator must continue to meet the standards of the System.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. Any sale or transfer of any portion of the Principal Operator's interest in you, if any, that would reduce the Principal Operator's equity interest or voting rights in you to less than 5% of the total constitutes a transfer of an interest, subject to the terms and conditions of Section 14 hereof; and any failure to comply with such terms and conditions constitutes a default by you under this Agreement. However, if the Principal Operator owns 5% or less of you, then a transfer of the Principal Operator's

interest to you, another shareholder, member or partner of you or to a successor Principal Operator does not require our consent, is not subject to our right of first refusal and no transfer fee is required. You must promptly notify us in writing of any such transfer and provide all information about the transferee and the terms of the transfer as we may reasonable request. If it is determined that you have designated an unapproved Principal Operator, you will be considered in default of this Agreement and we may terminate this Agreement subject to any cure periods outlined herein. Such unapproved Principal Operator must be removed immediately regardless of any cure periods.

(b) Management of the Restaurant. The Principal Operator must personally devote his/her full time and best efforts to the management and operation of the Restaurant in order to ensure compliance with this Agreement and to maintain our high standards. Management responsibility includes: presence of the Principal Operator or designated manager at the Restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; maintaining the highest standards of customer service; and supervising employees to ensure that the highest standard of service is maintained.

(c) Compliance with Our Standards. You have full responsibility for the conduct and terms of employment for your employees and the day-to-day operation of your business, including hiring, termination, pay practices and any other employment practices. However, in order to ensure compliance with the quality standards and other requirements of the System, you must operate and maintain the Restaurant through strict adherence to the standards, specifications and policies of the System as they now exist, and as they may from time to time be modified. Such standards and policies include: (i) specifications and preparation methods for food and beverages; (ii) days and hours of operation; (iii) menu items and services offered; (iv) requirements and specifications for uniforms and/or attire of Restaurant personnel; (v) use of specified emblems and Marks on containers, bags, boxes, napkins; (vi) methods of payment accepted from customers; (vii) data privacy and security (viii) maintenance, cleanliness, sanitation and public health precautions and procedures; (ix) handling of customer complaints and maintaining the highest levels of customer service, (x) required furnishings and equipment, (xi) specifications and approval or disapproval of certain furnishings or equipment, (xii) use of certain sales channels, and (xiii) all required provisions of the Manuals. You acknowledge that our specifications and standards with respect to public health or safety, or the health or safety of employees and data privacy and security may be stricter or more rigorous than the requirements of applicable laws and that you must in all cases adhere to our standards and specifications.

(d) Training. You must, at your own expense, conduct such training and instruction, using such materials, equipment, and supplies, as we reasonably require from time to time. Should any employee or prospective employee of yours perform work that in our reasonable judgment requires additional operational training, skills or knowledge, such employee must take part in such additional training and instruction. You are solely responsible for all wages, travel and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide or require. You agree not to employ any person who fails or refuses to complete applicable training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Papa Johns Restaurant. You acknowledge and understand that ensuring applicable training programs for employees of the Restaurant are

completed and training your employees to follow safe and proper procedures for the operation of the Restaurant will remain your sole responsibility even if, from time to time, you obtain training materials, tools, and advice from us or our affiliates about these topics. You further acknowledge and understand that it is not our responsibility or duty to implement any employment or staffing training programs, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Restaurant or delivery service area or on the way to or from the Restaurant. By providing training materials, tools, and advice, we do not assume any of your responsibilities or duties.

(e) Manuals. We will lend to you one or more manuals that contain: (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by us; and (ii) information relative to other obligations hereunder and the operation of the Restaurant (the "Manuals"). The Manuals remain our sole property and contents are considered proprietary information of Papa Johns. We may, from time to time, revise the contents of the Manuals. To the extent that we deem it necessary or appropriate, we will provide you with policy and procedure statements or other written notice of specifications, standards and procedures. You must promptly adopt and use the formulas, methods, procedures, policies, menus, recipes, food products and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued and/or as modified from time to time by us. All information in the Manuals, policy and procedure statements and other notices constitutes confidential information and trade secrets, subject to the provisions of Section 17. You will not copy any part of the Manuals or any other communication or information provided by us.

(f) Variations in Standards. You will not implement any change to the System without our prior written consent. However, because complete and detailed uniformity under varying conditions may not be possible or practical, we reserve the right, in our sole discretion and as we may deem in the best interests of you, other franchisee(s) or the Chain, to vary the System, including specific standards, policies and/or procedures, within the Restaurant or any other restaurant(s) in the Chain based upon peculiarities of a particular location or circumstances, including: density of population and other demographic factors; size of the Territory; business practices or customs; and any other condition that we deem to be of importance to the operation of such restaurant(s) or the Chain. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices in the Chain and that you are not entitled to require us to grant like or similar variations or privileges to you.

(g) Your Developments. We have the right to use and incorporate into the System for the benefit of other franchisees and us any modifications, ideas or improvements, in whole or in part, developed or discovered by you or your employees or agents, without any liability, payment or obligation to you or the developer thereof.

(h) Compliance with Laws and Other Business Practices. You will ensure that your operation of the Restaurant is at all times in compliance with all applicable laws, ordinances, rules and regulations of all governmental bodies, including, without limitation; all federal and state wage and hour laws and regulations; all laws and regulations relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices; all applicable tax laws, including sales tax, payroll tax and income tax laws and regulations; workers compensation and other insurance laws and

regulations; and all laws and regulations relating to public health or safety or health or safety of employees. As part of your responsibility to comply with all applicable tax laws, you must collect, at the applicable time of sale, all sales and use tax exemption certificates and documentation (which must be properly completed) that you are required to collect in connection with sales that are exempt from sales and use taxes, and you must retain all such exemption certificates until the applicable statute of limitations has expired. It is your sole responsibility to determine the provisions and requirements of applicable law and to ensure your compliance. We do not represent that we have detailed knowledge of the laws and regulations of the state, locality or other legal jurisdiction in which the Restaurant is located. In any case, we do not dispense legal advice to you and therefore we do not undertake to evaluate or make any judgment with respect to your compliance with applicable law. However, under Sections 19.(b) and 19.(c), we reserve the right to invoke our contractual remedies if you are found to be in violation of any law or regulation by the legal authority charged with enforcement of such law or regulation or via a civil proceeding, or if any such violation otherwise comes to our attention. You agree to secure and maintain in force all required licenses, permits and certificates. You shall file all tax returns and pay all taxes before they become delinquent. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis. Additionally, if requested, you shall provide us with quarterly evidence of proper sales tax exemption certificates for any sales to tax exempt groups (i.e. schools, churches, and other non-profits).

(i) **PCI Compliance.** You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(j) **Anti-Terrorism Measures**. You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti- Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated

with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

(k) Privacy and Data Protection. You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("Personal Information") in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("Privacy Laws"); (ii) employ administrative, physical, technical and organizational safeguards that: (a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information ("Safeguards"); and (b) meet or exceed industry standards regarding Safeguards, including payment card industry ("PCI") standards, norms, requirements and protocols to the extent applicable; (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (v) refrain from any action or inaction that could cause us to breach any Privacy Laws; (vi) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals' offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(l) Courtesy; Cooperation. At all times and under all circumstances, you and your Principal Operator and other employees will treat all customers and other persons, including our agents, officers, and employees, with the utmost respect and courtesy and fully cooperate with us and our agents, officers and employees in a positive, constructive and respectful manner in all aspects of the franchise relationship.

(m) Inspections. An agent, officer or employee of ours may make inspections of the Restaurant to ensure compliance with all required standards, specifications and procedures of the System, this Agreement and the Manuals. Our representative may inspect the condition and operation of the Restaurant and all areas of the Restaurant at any time during normal business hours. Such inspections may include: (i) reviewing sales and order forms; (ii) observing the Principal Operator, managers and all your other employees; (iii) interviewing any such persons; (iv) interviewing customers of the Restaurant; and (v) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of the Restaurant, as we

consider necessary or appropriate to ensure compliance with the then-current quality standards and other requirements of the System and to protect the goodwill and image of the Chain. To the extent a non-privileged, written report is generated, we will provide a copy to you or your Principal Operator following each inspection stating our findings and recommendations on the operation of the Restaurant. We will advise you from time to time of operating problems of the Restaurant disclosed by reports submitted to or inspections made by us or our designee. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

(n) Guidance. You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Restaurant. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Restaurant or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

(o) Customer Complaints. You agree to promptly respond to and take reasonable steps to attempt to resolve all valid customer complaints. You agree, upon our request (email acceptable), to provide us with detailed information regarding a complaint and its actual or attempted resolution. If in our reasonable judgment we determine such complaint is detrimental to the image of the brand and we do not believe you have sufficiently resolved or attempted to resolve the complaint, we may effect a resolution and charge any reasonable costs we incur back to you.

12. Products; QCCs; Menu.

(a) Products. You must use only those food items, ingredients, beverages, cooking materials, containers, boxes, cups, packaging, menus, uniforms, and other products and materials in the operation of the Restaurant as we designate or approve. You shall maintain all such products and materials in sufficient supply as to remain in compliance with the standards of the System. You may be required to purchase from us or our Affiliates certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider to be integral to the System. We may require that certain products be purchased from one or more designated suppliers. Products other than those required to be obtained from us or a designated supplier may be purchased from any source, provided that the particular supplier and products (including delivery arrangements) have been approved by us, which approval will not be unreasonably withheld. We may, from time to time, amend the list of approved products and suppliers. You acknowledge that we, our Affiliates or the Marketing Fund may, from time to time, derive revenue from designated or approved suppliers based on the sale of products to you and our other franchisees. We will disclose all such revenues and the identity of the suppliers to you, but we are entitled to retain such revenues for our or our Affiliates' own use and credit without obligation to you. To the extent such revenues are generated from sales by "PJFS" (as defined below), they will be included (net of expenses and allocations) in the disclosure of PJFS's income. PJFS will not unreasonably require you to purchase a non- proprietary item as a condition to purchasing a confidential or proprietary item that can be purchased only from PJFS.

(b) Quality Control Centers. PJ Food Service, Inc. ("PJFS") currently supplies designated and approved products to Papa Johns restaurants owned by us or our Affiliates and those of

our franchisees from quality control centers that are owned and operated either by PJFS or us (the "QCCs"). PJFS is currently the only designated supplier of dough, prepared pizza crusts and Papa Johns proprietary pizza sauce for use by Papa Johns restaurants and you must purchase dough, prepared pizza crusts and pizza sauce from PJFS or a designated representative unless and until such time as a successor supplier of dough, crusts and/or pizza sauce is designated. PJFS has no obligation to continue supplying you or to continue to operate a QCC, may require the utilization of third-party suppliers and distributors, and may make other supply chain modifications as it deems reasonably necessary. If PJFS ceases operating a QCC capable of supplying the Restaurant, or terminates service to you (other than as a result of the termination or expiration of the Franchise or your failure to timely pay for your purchases), we will provide you with the name, address and phone number of an alternative approved supplier(s) or distributor and the products to be purchased from such supplier(s) or distributor. All purchases by you from the QCCs are on the reasonable terms and delivery policies and procedures specified from time to time by PJFS, including payment and credit terms and your provision of safe and unobstructed access to the Restaurant for the purpose of effecting both attended and unattended deliveries, including dates and times which may be designated by PJFS, which may include times when the Restaurant is closed. PJFS, through us, reserves the right to specify different terms for different franchisees and to change delivery methods and schedules in its reasonable discretion. We make no representations or warranties about any of the services performed by or any of the products produced or sold by or through PJFS or any other designated or approved supplier.

(c) Alternative Suppliers. If you desire to: (i) use any equipment, supplies or other products not previously designated and approved by us; (ii) obtain designated products from a source of supply not previously approved by us; or (iii) offer any non-standard menu item or service in the Restaurant; you must furnish to us for our prior approval, free of cost, samples of such products (or a description and demonstration of any such service) in reasonable quantities, its cartons, containers and packaging and wrapping material, the quality and style of which will be subject to our approval. Such distributor, supplier, products or services will be approved for use in the Restaurant only upon your receipt of written approval from us. We may withdraw our approval of any previously approved supplier, products or services and you must cease using such products, supplier and/or services upon receipt of written notice from us. In connection with our investigation and review of any alternative supplier identified and submitted for approval by you (including re-qualification of any supplier that, after our initial qualification and approval, fails to adhere to or maintain our quality standards or specifications) or investigation and review of any non-standard menu item that you desire to offer, you must reimburse to us all of our reasonable expenses incurred in investigating such alternative supplier or establishing standards for, and approving the offering of such non-standard menu item or service and the supplier(s) thereof (or ingredients therefor, as the case may be), in each case including all travel, lodging and meal expenses of our employees or agents, and regardless of whether we approve or disapprove such alternative supplier or non-standard menu item. We will not unreasonably withhold, condition, delay or revoke approval of any qualified third-party product or supplier.

(d) Commercial Terms. We have no responsibility for the commercial terms of transactions between you and your distributors and suppliers, including payment and credit terms. The terms and conditions of your purchase of goods from suppliers (including our Affiliates) will be upon the terms and conditions established by such suppliers from time to time, or through your

independent arrangements with such distributors or suppliers. Except for the payment provisions of Section 3.(e), this Agreement does not establish the commercial terms of any purchase and sale transaction between you and any supplier (including our Affiliates). To protect the business reputation, image and goodwill of the System and the Chain, you must promptly and within the due time allowed, make payment to all suppliers of goods and services sold or provided to you in connection with the construction, equipping and operation of the Restaurant, including us, our Affiliates, and our designated suppliers, excepting only non-payment resulting from a bona fide dispute with a vendor. We will disclose to the FAC the terms of purchases from designated or approved suppliers, including all revenues, rebates, and discounts that the supplier provides to or for the account of Papa Johns franchisees or their affiliates. Your failure to timely pay for purchases from our designated or approved suppliers (including our Affiliates) may restrict your ability to obtain further service or products from such suppliers. Our designated and approved suppliers (including our Affiliates) may enforce their respective credit terms and invoke their contractual remedies, including suspension or termination of service to the Restaurant, regardless of whether we have determined that you are in breach or default under this Agreement.

(e) Menu Items. You must: (i) offer for retail sale, and carry on your menu, only those types, sizes, styles and brands of pizza, pizza dough, pizza sauce, toppings, beverages, and other products as we specify from time to time; (ii) offer all menu items and services that we specify or designate from time to time as mandatory for the System, including (A) items that are temporary promotion items, and (B) non-food items and services that are integral to Chainwide or national promotional programs; (iii) make all menu items specified by us available for carry-out and delivery service from the Restaurant; and (iv) offer only approved services at or from the Restaurant or under or in connection with the Marks. You will not sell or carry on your menu any food items or other products, or provide any services, that we have not specified or approved.

(f) Pricing. You have the sole responsibility for establishing your prices, provided however: (i) we may set mandatory maximum price points for national promotions to the extent permitted by law; (ii) you will not make or collect any delivery charge or other separate charge for delivered products nor require any delivery minimum not approved by us in our reasonable discretion, regardless of how named or characterized, without our reasonable approval; and (iii) you will not enter into any agreement, arrangement or concerted practice with any other person whatsoever, in violation of any applicable law.

13. Accounting, Reports and Organizational Records.

(a) Accounting. We may lend to you and/or the person(s) who will be preparing your reports and financial statements for each Period or year-end one or more manuals, which manual(s) may contain mandatory and/or optional accounting procedures, forms, chart of accounts and other items deemed relevant or necessary by us. You must direct your bookkeeper/accountant to follow all mandatory policies, procedures, forms, formats and other items set forth in such manuals. The accounting manual(s) constitute part of the "Manuals" as defined in this Agreement.

(b) Recordkeeping. You must: (i) establish and maintain accounting and record keeping systems substantially in accordance with the specifications and procedures provided by us and as amended from time to time, including maintaining accounting records on a basis enabling or facilitating reporting to us according to monthly or multi-week periods designated by us (each such

accounting period is referred to as "Period"); (ii) make all such records available to us upon request; and (iii) maintain and preserve, for at least five years from the date of preparation, full, complete and accurate books, records and accounts.

(c) Periodic Reports. Upon our request, you must deliver to us complete copies of: (i) a statement, in the form prescribed by us, of the revenues and expenses of the Restaurant for the immediately preceding Period; and (ii) such other records and reports as are reasonably requested by us, including bank statements, sales and expense forms and reports, debt statements and reports outlining all debt owed including information on the structure and key terms, a current balance sheet in the form reasonably required by us or our Affiliates, and other reports detailing your capital structure. Any such reports should clearly identify revenue, expenses, and other data requested of the Restaurant, and such information shall not be combined with information for any other business you may operate, including any other Papa Johns restaurants. Required monthly reports (or more frequent as required by us) will continue to be provided in the format we approve until we advise in writing otherwise.

(d) Year-End Reports. Within 120 days following your fiscal year end, you must provide us with copies of your financial statements, including an income statement for the fiscal year just ended and a balance sheet as of the end of such fiscal year, which financial statements must be prepared in accordance with generally accepted accounting principles applied on a consistent basis. You must: (i) furnish us with copies of all state sales tax returns as we request from time to time; and (ii) promptly notify us if any such return is not timely filed, or if any extension is filed, and the reasons therefor.

(e) Examinations and Audits. We or our designated agents have the right, at all times and upon reasonable notice, to review all your sales and expense records and reports that relate to the Restaurant, as well as all sales and use tax exemption certificates that you are required to collect and retain, and to examine or audit your books and records and to make copies of all such items. If any such examination or audit discloses any underpayment of the Royalty, Marketing Fund payments, or any other sums or fees owed to us and/or any of our Affiliates, you must immediately pay the deficient amount plus interest thereon from the date due until paid, at a rate equal to the lesser of 12% per annum or the maximum amount permitted by applicable law. All payments received will first be credited against interest due and then against other payments due. If such an examination or audit discloses an understatement in any statement or report of 5% or more, you must, in addition to the above provision, reimburse us for the cost of having your books examined or audited. The foregoing are in addition to any other rights or remedies we may have, including the termination of the Franchise granted herein.

(f) Organizational Records. You agree to furnish any applicable organizational records including as applicable any articles of incorporation, bylaws, partnership agreements, operating agreements or other similar agreements which we request. You will promptly furnish to us any amendments to such organizational document.

14. Transfers; Our Right of First Refusal.

(a) Transfer Defined. For purposes of this Agreement, "transfer" means any issuance, sale, assignment, gift, grant, transfer by bankruptcy, transfer by judicial order, merger,

consolidation, share exchange, or transfer in substance of a beneficial interest in the Restaurant or all or a substantial part of its assets (including transfer of an interest in or right to receive the profits of the Restaurant or the obligation to bear the risk of loss incurred in the operation of the Restaurant) even if not formally styled as a transfer of ownership of the Restaurant, and any ownership or structural changes in you or any beneficial owner in you, including any merger, reorganization, issuance of additional shares or classes of stock or additional membership or partnership interests.

(b) Assignment by Us. We may assign this Agreement or any or all of the rights, interests, benefits or obligations arising hereunder without restriction. Upon any assignment of this Agreement by us, we will be automatically released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(c) Transfers by You. Your rights and interests under this Agreement are and remain personal to you. You recognize that we have granted the Franchise in reliance on your business and financial capacity and other attributes, and in reliance upon the Owner Agreement. Accordingly, neither you nor any beneficial holder of any capital stock or other ownership interest in you (if you are a corporation or other entity) may, without obtaining our prior written consent, transfer: (i) any interest in the Franchise or this Agreement (including any security interest); (ii) any material portion of your assets or the assets of the Restaurant; or (iii) any stock or other ownership interest in you or in any owner of you; except as provided in this Section 14.(c). We have the right to communicate with both you, your counsel, if any, and the proposed transferee on any aspect of such proposed transfer. Our consent to a particular transfer does not constitute consent to any subsequent, modified or different transfer and does not constitute a waiver of any claims that we have against you. Any attempted transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement.

(i) Restricted Transfers. Except for Permitted Transfers as described in subsection 14.(c)(viii) below, you must give us at least 45 days prior written notice of any intended transfer of any of your rights or interest under this Agreement or the proposed transfer of any interest in you, the Restaurant or any material portion of your assets or the assets of the Restaurant. Subject to the conditions set forth in Section 14.(c)(vi), below. We will not unreasonably withhold our consent to a proposed transfer.

(ii) Right of First Refusal. Irrespective of the qualifications or acceptability of any prospective transferee, we have the first right and option to purchase the interest intended or proposed to be transferred at the same price and on the same terms between you and the prospective transferee contained in the notice, except that:

(A) any proposed closing date or other deadlines or dates certain contained in the notice may be postponed as reasonably necessary or appropriate to accommodate our 45-day evaluation period as described below;

(B) our right of first refusal applies to transfer of the real property of the Location only if the proposed transfer includes, or is part of a series of separate transfers that include, transfer of the Restaurant and/or the Franchise;

(C) we will not be bound by any term or condition in the notice that purports to waive, nullify or alter our right of first refusal or condition or restrict our exercise thereof, that purports to bind or place an obligation on us rather than on you or your proposed transferee, that purports to trigger a termination of the transaction or give you the right to withdraw from the transaction if we exercise our right of first refusal or that purports to be or would in effect constitute an amendment to this Agreement;

(D) if the Restaurant or interest therein or in you is being transferred together with other assets or interests not directly related to the Restaurant or its operations, we may exercise our right of first refusal with respect to the Restaurant or interest therein or in you separate and apart from such other assets or interests and we will not be obligated to purchase any other assets or interests in order to exercise our right of first refusal with respect to the Restaurant, interest therein or in you;

(E) we will not be bound by any allocation of purchase price between the Restaurant, interest therein or in you and other assets or interests that we are not obligated to purchase; and

(F) our purchase option does not apply to Permitted Transfers or Conditional Transfers (as defined in Section 14.(c)(vii) below).

(iii) Review Period; Exercise. Our right commences and is exercisable for a period of 45 days from the date we receive written notice of the proposed transfer, provided, if you are transferring the Restaurant as part of a single transaction or a series of related or substantially contemporaneous transactions involving 50 or more Papa Johns restaurants, we may, at our option, extend the exercise period for an additional 15 days, upon written notice to you. To be effective, the notice of proposed transfer must include, at a minimum:

(A) the name of the proposed transferee and the name and address of each proposed owner thereof;

(B) a fully executed Letter of Intent in substantially the form attached as Exhibit C or a fully executed sales agreement containing the material terms of the proposed transfer;

(C) copies of all leases (and deeds for the Restaurant(s) if real property is included in the sale);

(D) an income statement for each Restaurant for the full prior year and year-to-date for the current year, unless the notice of transfer is delivered during the first fiscal quarter of a year, in which case income statements for the previous two years must be submitted; and

(E) a listing of the material assets to be conveyed.

The 45-day period will not begin until you have provided written notice of the transfer and all the foregoing information, including any additional information reasonably related to the foregoing, has been provided to us. If a Letter of Intent is provided in conjunction with the written notice, you must

promptly provide any applicable Purchase Agreement once executed. During this 45-day period (or, if extended, 60-day period), you must give us or our designated representatives or agents access to the Restaurant(s) to inspect facilities, signage and equipment and we may contact landlords as necessary. If we exercise our right of first refusal and no form of purchase agreement is provided with your notice, the transfer to us must be completed pursuant to our then standard transfer agreements, including, but not limited to, our standard Asset Purchase Agreement, Bill of Sale, and Assignment of Lease. If we exercise our right of first refusal you agree to take all reasonable action necessary to assign the lease with the lessor of the Restaurant to us. We may assign our first right and option to an Affiliate at any time during our 45-day (or, if extended, 60-day) evaluation period.

(iv) Valuation. Should the proposed transfer not involve payment of any consideration or involve the payment of any non-cash consideration, we have the option to purchase the interest at a price equal to the fair market value of such interest. We may determine the fair market value using fair and reasonable methods. We will make such determination as promptly as practicable, but in no event later than 45 days (or 60 days, if extended as provided herein) after we have received fully complete notice of the intended transfer, including all items specified above. If you disagree with the value as we determine, then you and Papa Johns must each hire an appraiser (or a single appraiser, if you and Papa Johns so agree) to value the interest. If the appraisals are within 10% of each other (measured from the higher of the two appraisals), then the difference between the two will be equally divided to establish the price at which we may exercise our first right and option. If the difference between the appraisals is greater than 10%, then the issue of the fair market value of the interest will be determined by a third appraiser selected by the other two appraisers and whose decision will be final and binding, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers. In a case described in 14.(c)(ii)(E) above, our purchase price for the assets of the Restaurant, interest therein or in you as a result of our exercise of our right of first refusal will be the fair market value thereof as determined in the same manner as provided above for transfers involving non-cash consideration.

(v) Approved Transfers. If we decide not to exercise our right of first refusal, and if we approve the transfer in writing, you (or the transferor of an interest in you) may make the proposed transfer on the exact terms and conditions specified in your notice to us, within 60 days after the expiration of our first right and option. If there is any change of the proposed transferee or material change in the terms of the transfer or the assets or interest(s) to be transferred or if the transfer is not consummated within such 60-day period, you may not thereafter make any transfer without again complying with this Section 14.(c). You must keep the bank account designated for the Payment Methods (as provided in Section 3.(e)(i)) open for a minimum of 60 days after the transfer and fund such account in sufficient amounts to permit us to use the Payment Methods to collect amounts owed to us and/or any of our Affiliates in connection with your operation of the Restaurant. In the case of an approved transfer of this Agreement and/or the assets of the Restaurant, the transferee has the option of assuming this Agreement for its then remaining term or executing a new agreement in the form of the then current Franchise Agreement being offered to Papa Johns franchisees with a term equal to the remaining Term hereof (except that no Initial Fee will be due); provided that the transferee must make the same election for all Restaurants it is acquiring from you.

(vi) Conditions on Transfer. We will not unreasonably withhold, delay or condition our consent to a proposed transfer if all of the following conditions are satisfied or waived by us, in our discretion:

(A) we have decided not to exercise our right of first refusal as provided above;

(B) subject to your right to receive notice and an opportunity to cure, you are then in full compliance, and remain in full compliance until the date of transfer, with this Agreement and there are no uncured defaults by you hereunder or if we have given you notice of default you cure it within the earlier of the proposed transfer date or the time specified in Section 19, all your debts and financial obligations to us and our Affiliates under this Agreement or otherwise are current and your obligations to the Marketing Fund and if applicable each Cooperative of which you are a member are current;

(C) you and the proposed transferee execute and we receive fully executed copies of such documents as we reasonably require to evidence the transfer including documents evidencing that such transferee has assumed your obligations under this Agreement and that you will remain liable to us for all obligations in connection with this Agreement prior to the transfer, and if required by us, the proposed transferee executes, and in appropriate circumstances causes such other parties as we require to execute, our then-current form of Franchise Agreement, Owner Agreement, and other then-current ancillary agreements, which documents may be substantially different than those you entered into in connection with this Agreement;

(D) the proposed transferee enters into an Advertising Agreement with the Marketing Fund and also becomes a member of the Cooperative to which the Restaurant is required to contribute;

(E) before the date of the proposed transfer, the proposed transferee's Principal Operator and managers undertake and successfully complete, to our satisfaction, such training and instruction as we deem necessary;

(F) the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) completes and satisfies the then standard background check requirements and we are satisfied that the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) meets all of the requirements for our new franchisees applicable on the date that we receive notice of the proposed transfer while taking into account the number, geographic scope, and proximity of operations for the Restaurants to be transferred, including, but not limited to, good reputation and character, business experience, restaurant management experience, evidence of compliance with non-competition requirements, geographic scope and proximity of existing operations, and financial strength and liquidity;

(G) you and any owner transferring an interest in you acknowledge and agree in writing that you and they are bound by the non-competition and confidentiality provisions set forth in this Agreement and in the Owner Agreement (and any similar provision in

any other document that either you or they have executed) to the maximum extent allowed under applicable law;

(H) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated;

(I) you pay to us a transfer fee of $4,000, provided that, if the proposed transfer is of the Restaurant together with one or more other Papa Johns restaurants owned by you to more than one transferee not under common ownership, then the total transfer fee will be an amount equal to $4,000 per transferee, and provided further that if such multiple transferees are under common ownership you shall be charged a total transfer fee of $8,000;

(J) you perform, or the proposed transferee agrees in writing to perform, such maintenance, remodeling and re-equipping of the Restaurant as we specify in writing, which may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment;

(K) the proposed transferee and all owners of any interest in a transferee that is an entity provide to us, at least 45 days before the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws, articles of organization and operating agreement (if an LLC) or agreement and certificate of partnership (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership as we may reasonably request;

(L) you or the proposed transferee provides written evidence that the proposed transferee has obtained any required consents from the lessor of the Restaurant or any federal, state, or local authorities; and

(M) the proposed transferee, if applicable, is in compliance with any existing agreements with us or our Affiliates.

(vii) Conditional Transfers. If a member, partner or shareholder of you proposes to transfer all or a portion of such interest in you to another member, partner or shareholder or to you and such transfer would effect a change of "control" (as defined below) of you or your business operations, such transfer is subject to our prior written consent and we may condition our consent on compliance with all the conditions set forth in Sections 14.(c)(v) and 14.(c)(vi), provided: (A) our right of first refusal does not apply; (B) the transfer fee will be reduced to $2,000; and (C) no maintenance, remodeling or re-equipping of the Restaurant will be required solely in respect of the transfer (but our rights under this Agreement to otherwise require maintenance, remodeling, re-equipping, or enhancement of the Restaurant will not be affected). As used herein, "control" means

either: (1) 50% or more ownership interest in you; or (2) the power to direct the conduct or management of your business affairs, with or without majority ownership.

(viii) Permitted Transfers. You must provide us at least thirty (30) days prior written notice of a Permitted Transfer.

(A) No Change of Control. A member, partner or shareholder of you may transfer all or a portion of such stock or other ownership interest in you to another member, partner or shareholder or to you in a transaction that does not effect a change of control of you and such transfer will not be subject to our consent or right of first refusal and no transfer fee will be required. You must promptly notify us of any such transfer and provide us with sufficient documentation evidencing the transfer.

(B) Transfers to Descendants or Family Trusts. Notwithstanding anything to the contrary in this Section, we will not withhold our consent to a proposed transfer of the ownership interests of any owner (the "Owner") of an interest in the Franchisee, either *inter vivos* or upon the death of such Owner, to his or her spouse, immediate family members, direct descendants or a family trust or limited partnership in which the Owner's spouse, another Owner or a state or national bank is the sole trustee or the sole general partner (collectively, a "Trust," and the proposed transfer is referred to as a "Pre-Approved Trust Transfer"); provided the spouse, immediate family member or descendant meets all conditions and qualifications required of transferees, except for those conditions inapplicable to Permitted Transferees as outlined herein, and that the Franchisee, the Owner and the Trust agree to:

(1) furnish to us such documents and information concerning the proposed transferee as we may request, including copies of the Trust document, a list of direct and indirect beneficiaries of the Trust (which must be the Owner's spouse, immediate family members or direct descendants via birth or adoption), and an undertaking: (a) by the beneficiaries not to transfer their interests in the Trust without our prior written approval; and (b) by the Trust that the Trust acknowledges and agrees that ownership interests in you that are held by the Trust remain subject to the transfer provisions of the Franchise Agreements and the Owner Agreement; and

(2) enter into such transfer agreements with us as we may reasonably specify, which agreements may require a transfer of the Agreements to the Trust, a general release by Owner or his/her Authorized Representative, and new personal guarantees from the Trust and/or the beneficiaries of the Trust.

If these conditions are fully satisfied, we will not charge a transfer fee as provided herein; provided, however, that Franchisee or the transferring Owner must instead reimburse us for the out-of-pocket costs (including reasonable attorneys fees), if any, that we incur in connection with a Pre-Approved Trust Transfer effected pursuant to this Section.

If the spouse, immediate family member or descendant, does not immediately satisfy all of the conditions and qualifications required of transferees, such spouse, immediate family member or descendant shall have a reasonable amount of time, not to exceed three (3) months, to satisfy such conditions and qualifications. If such spouse, immediate family member or descendant is unable or

unwilling to satisfy such conditions and qualifications after such three (3) month period, Franchisee will have an additional three (3) months to transfer such interest to a qualified third party.

(ix) Securities Offers. In the event of any transfer or proposed transfer involving materials or solicitation for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are subject to the Securities Act of 1933, the Securities and Exchange Act of 1934, and/or any applicable state blue sky laws you must:

(A) notify us at least 60 days in advance and provide us with any records or documents that we reasonably request;

(B) not include in any offering documents relating to such offering any information, data, forecast or statement to which we reasonably object and not omit any information, data or statement whose inclusion we determine, in our reasonable judgment, is necessary to cause the documents not to be misleading;

(C) include in any offering document or registration filing in connection with the offering, such statements as we reasonably request, such as, by way of illustration and not of exclusion or limitation: (1) that Papa Johns is not participating in the offering; and (2) that Papa Johns makes no representations concerning the offering and has not verified or joined in any statements or representations made by you in any offering document or filing in connection with the offering.

(D) agree that: (1) our review of any offering will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); (2) we will have the right, but not obligation, to require that you revise the offering materials to remove language that violates the limitations stated above; and (3) we will have the right, but not obligation, to require that you revise the offering materials to add a written statement that we require concerning the limitations stated above. You also agree to reimburse us for our reasonable costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials; and

(E) agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review, if requested, all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering.

15. Death, Incapacity or Dissolution.

(a) Transfer Upon Death, Etc. If you are an individual, upon your death or permanent incapacity; or, if you are a corporation, limited liability company, partnership or other entity, upon the death, incapacity or dissolution of any owner; the executor, administrator, conservator, trustee or other representative of such person or entity must assign such interest in the Franchise, or such interest in you, to us or a third party approved by us; provided, that if the transferee is a Permitted Transferee, our right of first refusal will not apply and no transfer fee will be due. Further, if an approved transfer involves less than 25% of the ownership of you, no transfer fee will be due. If you are or are owned by one or more individuals and any of such individuals dies or

becomes permanently incapacitated, and if the law of the jurisdiction where the Restaurant is located so provides, nothing contained in this Section is intended to deny your spouse, heir(s) or personal representative the opportunity to participate in the ownership of the Franchise for a reasonable time after your death or incapacity, provided that: (i) this Agreement is valid and in effect; (ii) the spouse, heirs or representative meets all conditions and qualifications otherwise required of transferees; and (iii) such spouse, heirs or representative maintains and complies with all standards and obligations contained in this Agreement. An assignment under this Section 15 must be completed within a reasonable time, not to exceed nine months from the date of death, permanent incapacity or dissolution and, except as otherwise provided above, will be subject to the terms and conditions applicable to lifetime transfers contained in Section 14, including our right of first refusal.

(b) Management by Us. Pending assignment pursuant to this Section 15, if the Principal Operator ceases managing the Restaurant and another shareholder, member, partner or employee of you that qualifies as the Principal Operator does not assume such obligations, we may, at our sole option, appoint a manager to operate the Restaurant for your account. All expenses of the Restaurant, including compensation, travel and living expenses, and other costs of the appointed manager, and a reasonable per diem fee for our administrative expenses, will be charged to you. Operation of the Restaurant during any such period will be for and on your behalf. The appointed manager will have a duty only to utilize his or her best efforts in the management of the Restaurant and neither we nor the appointed manager will be liable to you or your owners for any debts, losses, liabilities or obligations incurred by the Restaurant, or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which it is managed by our appointed manager.

16. Your Operational Covenants.

(a) Limitations on Activities. If you are a corporation, limited liability company, partnership or other entity, you may not at any time during the Term of this Agreement own, operate or have any interest in any other business or business activity other than the operation of Papa Johns restaurants pursuant to agreements with us. If you are an individual and are also the Principal Operator, you represent and warrant that you have disclosed to us all businesses in which you have an interest, or are engaged in, and covenant that you will notify us of any intention to participate or engage, directly or indirectly, in any other business activity at least 30 days before undertaking such activity or becoming a party to any agreement or understanding relating to such activity. You must provide us with such information in regard thereto as we may reasonably request and not engage or participate in any such activity unless you receive our written consent.

(b) Execution of Ancillary Documents. Upon our request or direction, at any time, you must cause any person or entity owning any beneficial interest in you, directly or indirectly, to execute an Owner Agreement in the form provided by us.

(c) Your Non-Compete. You covenant that during the Term you will not engage in any of the following activities without our consent:

(i) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses

any business that (A) sells pizza or other products (excluding soft drinks) that are the same as those sold by Papa Johns restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro, Marco's and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa Johns Chain to any Competitive Business.

To the extent required or permitted by the laws of the state in which the Restaurant is located, the duration or the geographic areas included within the foregoing covenants, or both, may be deemed amended in accordance with Section 16.(h) or Section 25.(b).

(d) Managerial and Supervisory Employees. You covenant that you will use reasonable efforts to cause all persons who are involved in managerial or supervisory positions to be trained and instructed to observe your covenants in this Section 16 and Section 17 as if they were personally and individually bound thereby and to interact with us and our representatives in a positive, constructive and respectful manner.

(e) Copying. You covenant that you will not copy or duplicate our System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, software, programs, know-how or other proprietary ideas or information nor convey, divulge, make available or communicate any such information to any third party or assist others in doing so (except as permitted or required by this Agreement).

(f) Validity of Marks and Copyrights; Registrations. You covenant that you will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to equitable, monetary and punitive remedies and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as a result of such violation.

(g) Reasonableness of Scope and Duration. You acknowledge that the covenants and agreements contained herein and in Section 20.(a) are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you covenant that

you will not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You acknowledge that you have other skills and resources and that the restrictions contained in this Section 16 and in Section 20.(a) will not hinder your activities or ability to make a living either under this Agreement or in general.

(h) Enforceability. We may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section 16 and in Section 20.(a). Consequently, in addition to all other remedies we will be entitled to injunctive relief and specific performance in the event of such breach. The covenants contained in this Section 16 and in Section 20.(a) are to be construed as separate covenants, and if any court or arbitrator makes a final determination that the restraints provided for in any such covenant is too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenant may be enforced as to such reduced area, activity or time.

17. Trade Secrets and Confidential Information. We have disclosed or may disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as approved by us, you will not, during the Term or at any time after the expiration or termination of the Franchise, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurant or the System. You may disclose to your employees such confidential, proprietary or trade secret information only as is necessary to operate your business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as secret or confidential is deemed secret and confidential for purposes of this Agreement. Confidential and proprietary information for all purposes under this Agreement does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this Agreement; (iii) before disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process will not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

18. Insurance.

(a) Types and Extent of Coverage. You must obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises) under policies issued by carriers rated "B+" or better by A.M. Best Company:

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements of the Restaurant;

(ii) workers' compensation and other insurance and limits as required by law;

(iii) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you, providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for:

(A) Premises and Operations Liability;

(B) Products and Completed Operations Liability;

(C) Independent Contractors Protective Liability;

(D) Blanket Contractual Liability insuring the obligations assumed by you under this Agreement;

(E) Incidental Medical Malpractice; and

(F) Fire legal liability, with a minimum coverage limit of $500,000, unless you own the Premises or have a cross-waiver of subrogation with your landlord.

(iv) Automobile liability insurance, including non-owned automobiles, with limits of liability not less than $1,000,000 combined single limit each accident for bodily injury and property damage combined; and

(v) Umbrella insurance with a minimum of $1,000,000 of coverage, which must expressly provide coverage above the insurance specified in (ii) with regard to employer's liability, (iii), and (iv) above.

Except as otherwise provided in subsection 18.(a)(iii)(F) above, the limits of liability required for the policies specified in (iii) above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; and $2,000,000 general aggregate. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location if you operate at more than one location pursuant to multiple franchise agreements with us. We and our designated subsidiaries must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend. You must maintain the insurance coverages and amounts listed above, even if using a third- party delivery service. In addition, you should check with your insurance advisor to ensure your non-owned auto insurance

policy will cover a loss caused by that service while delivering your product. Papa John's Franchising, LLC must be listed as an additional insured on any insurance policy provided to you by a third- party delivery service.

(b) Other Insurance Requirements. Upon request, you must deliver to us copies of all such policies of insurance and proof of payment therefor; as well as any applicable certificates or insurance. All policies required hereunder must provide that the insurer will endeavor to give us written notice not less than 30 days before the date the coverage is canceled, altered, or permitted to lapse or expire. We may, from time to time, increase the limits of any required policy of insurance. If you fail to obtain or maintain the insurance coverages specified in Section 18.(a), we may, in our sole discretion, obtain and maintain insurance coverage up to the limits and types of coverages specified in Section 18.(a). If we obtain such coverage, you must reimburse us for all costs and expenses that we incur to obtain and maintain such insurance coverage, including all premiums paid or incurred by us.

19. Termination by Us.

(a) Automatic Termination. You will be in default under this Agreement, and the Franchise and all rights granted to you in this Agreement automatically terminate without notice to you, if: (i) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets and consented to by you; (ii) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (iii) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vi) a final judgment against you remains unsatisfied or of record for 30 days or longer (unless an appeal or supersedeas bond is filed); (v) you are liquidated or dissolved; (vi) any portion of your interest in the Franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (vii) execution is levied against your business or property; or (viii) the real or personal property of your Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Upon Notice. The occurrence of any of the following events constitutes a default by you under this Agreement and we may, at our option, terminate the Franchise and all rights granted in this Agreement as a result of such default, without affording you any opportunity to cure the default, effective upon notice of termination by us:

(i) at any time you cease to operate or otherwise abandon the Restaurant by failing to open and operate the Restaurant for three or more consecutive days (except with our consent or as otherwise permitted under this Agreement) or forfeit the right to do or transact business in the jurisdiction where the Restaurant is located or lose the right to possession of the Premises; provided however, that if any such cessation of operation or loss of possession results from the governmental exercise of the power of eminent domain or if, through no fault of yours, the Premises are damaged or destroyed, then you will have 45 days after either such event in which to apply for our approval to relocate or reconstruct the premises of the Restaurant (which approval will not be unreasonably withheld), provided, that you either relocate or begin and diligently pursue reconstruction of the Restaurant within 60 days after the event;

(ii) except as otherwise permitted in Sections 14 and 15, any owner of more than a 5% interest in you transfers all or part of such interest or you transfer any interest in the Franchise or a material portion of your assets or the assets of the Restaurant without our prior written consent;

(iii) you, or any person or entity owning an interest in you, are (or is) proven to have engaged in fraudulent conduct or are (or is) convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated there- with; provided, that if the act or conviction involves your owner, we will not terminate the Franchise if you notify us promptly after you learn of the event constituting the default and within 30 days of the date of the notice, that either: (A) the person or entity that committed the wrongful act has divested his, her or its entire interest in you; or (B) you obtain our consent for such owner to maintain his, her or its ownership interest;

(iv) an approved transfer is not effected within 9 months of your death or incapacity, or the death, incapacity or dissolution of an owner of an interest in you pursuant to Section 15;

(v) you make any intentional, unauthorized disclosure or divulgence of the contents of any Manual or other confidential information provided to you by us;

(vi) you are repeatedly notified of being in material default of any of the terms or requirements of this Agreement, whether or not such defaults are timely cured after notice;

(vii) you fail to comply with any of your covenants set forth in Sections 16 or 17, fail to maintain the insurance coverages under Section 18, or make any material misrepresentations to us or breach any warranty or representation made to us, whether in this Agreement or otherwise;

(viii) you knowingly or intentionally maintain false books or records or submit any false record, statement or report to us;

(ix) you, by act or omission, materially impair the value of, or the goodwill associated with, the Chain, any of the Marks or the System; or

(x) you receive a written notice from a governmental or quasi-governmental authority that you are not complying with applicable law, and you do not begin complying with such law within fifteen (15) days after written notice of non-compliance from us, in the absence of a good faith dispute over the law's application or legality and without promptly resorting to an administrative or judicial forum for relief; provided, however, that if a notice from a governmental or quasi-governmental authority provides for a cure period of longer than fifteen (15) days, then such longer time period shall apply.

(c) Upon Notice and Failure to Cure. In addition to those defaults provided for under subsections (a) or (b) above, you will be in default hereunder for any failure to maintain

or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as provided under subsections (a) or (b) above, we will provide you with written notice and, except as provided in subsection 19.(c)(v) below, 30 days to cure or, if a default cannot reasonably be cured within 30 days, to begin within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 30-day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate the Franchise effective on notice of termination by us. Such defaults include, by way of illustration and not of exclusion or limitation, the occurrence of any of the following:

(i) you fail to construct, remodel, or commence operating the Restaurant in accordance with this Agreement;

(ii) you fail, refuse, or neglect to promptly pay any monies owing to us, our Affiliates or the Marketing Fund or if required hereunder a Cooperative when due, or to submit the financial or other information required under this Agreement;

(iii) any person or entity owning 5% or less beneficial interest in you transfers such interest in violation of this Agreement; provided, however, that we may condition your right to cure such a default upon you immediately notifying us of the unauthorized transfer and taking all actions necessary to either: (A) obtain our approval thereof; or (B) if approval is not desired or the transfer or transferee is not approved by us, to re-acquire the interest so transferred;

(iv) you misuse or make any unauthorized use of the Marks;

(v) you, by act or omission in connection with the operation of the Restaurant, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body or if, in our reasonable judgment, an imminent threat or danger to public health or safety, an imminent hazard to the health or safety of Restaurant personnel, or other threat or danger of immediate and substantial harm to the System or the image and goodwill associated with the System and the Marks results from the construction, maintenance, or operation of the Restaurant (and, in the case of any such imminent threat or danger or any law, ordinance, rule or regulation for public or Restaurant personnel health or safety, we have the right to reduce the cure period to 72 hours and require you to close the Restaurant until the cure is effected);

(vi) you commit a material breach of the lease for the Premises or suffer or permit the existence of any condition that could result in your default or material breach of such lease;

(vii) you fail to comply with any mandatory standards, procedures, specifications, or requirements set forth in the Manual;

(viii) you fail or refuse to complete any mandatory training; or

(ix) you fail or refuse to implement or adhere to any requirements of the System as they may change from time to time.

(d) Materiality of Breaches. A breach or violation of any term, covenant, condition, warranty, representation or other obligation by you constitutes a material breach and default under this Agreement. A breach or default that may be cured under Section 19.(c) and is in fact cured within the cure period specified in or pursuant to Section 19.(c) does not constitute grounds for termination of the franchise except as provided in Section 19.(b)(vi).

20. Obligations upon Transfer, Termination or Expiration.

(a) Post Termination Obligations. Upon transfer, termination or expiration of the Franchise, all rights granted to you under this Agreement terminate and you are obligated to:

(i) immediately cease to operate the business franchised under this Agreement, and not thereafter, directly or indirectly, represent to the public or hold yourself out as a Papa Johns franchisee with respect to such business;

(ii) immediately and permanently cease to use, in any manner whatsoever, all confidential information, Designated Software, Electronic Channel, methods, procedures and techniques used by or associated with the System, and the proprietary Marks "Papa John's," "Papa John's Pizza," and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the Papa Johns Chain, including in any Electronic Channel or domain name;

(iii) immediately return to us (or, if approved by us, convey to your transferee) any property held or used by you that is owned by us and cease to use, and either destroy or convey to us (or, if approved by us, to your transferee), all signs, advertising materials, displays, stationery, forms and any other materials that bear or display any of the Marks;

(iv) take such actions as may be necessary to cancel any fictitious or assumed name or similar registration that contains the mark "Papa John's" or "Papa John's Pizza" or any other Mark, and furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after transfer, termination or expiration of the Franchise;

(v) if we elect to purchase the assets of the Restaurant pursuant to Section 20.(b) below, assign to us any interest that you have in any lease for the Premises; provided we will use reasonable efforts to effect a termination of the existing lease for the Premises and enter into a new lease on reasonable terms with the landlord, and if we are unable to negotiate an acceptable new lease, we will indemnify and hold you harmless from any ongoing liability under the lease from the date on which we assume possession of the Premises. The assignment of the lease must be made at the same time as we purchase the assets of the Restaurant pursuant to Section 20.(b). If we do not elect to purchase the assets of the Restaurant, you must, within 10 days after termination or expiration of the Franchise, make such modifications and alterations to the Premises as may be necessary to distinguish the appearance of the Premises from that of other Papa Johns restaurants and make such specific additional changes thereto as we may reasonably request or as may be required by any then-existing Closing Policy;

(vi) promptly pay all sums owed to us and our Affiliates and for that purpose you will continue to be obligated under and must comply with the provisions of Section 3.(e)(iii) until the earlier of: (a) 60 days after transfer, termination or expiration of the Franchise; or (b) our notice to you that we will no longer use any of the Payment Methods to collect sums owed to us or our Affiliates. Your payment obligations hereunder include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default under this Agreement or the termination of this Agreement and will give rise to and grant, and remain until paid in full, a security interest in favor of us in and against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on the Premises on the date the Franchise terminated and we have the right to set off against and deduct any amounts owed to you by us or any of our Affiliates any or all sums owed to us or our Affiliates that remain unpaid 30 days after termination or expiration of this Agreement;

(vii) If we terminate this Agreement based on your default (including if you abandon or otherwise cease to operate the Franchise), you agree to pay to us, as liquidated damages, which you acknowledge is not a penalty, an amount calculated as follows: (a) the average of your monthly Royalty that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your monthly Royalty for the number of months you have operated the Franchise); (b) multiplied by the lesser of 24 or the number of months remaining in the then-current term of this Agreement under Section 2 above. Notwithstanding the foregoing, if we approve the closure of the Location according to the then existing Store Closing Policy you will not be charged liquidated damages as described herein. Your payment of liquidated damages shall not affect our right to obtain appropriate injunctive relief or otherwise enforce our rights under this Agreement.

(viii) immediately deliver to us (or, if approved by us, convey to your transferee) all Manuals, policy and procedure statements, instructions, and other materials related to operating the Restaurant, including brochures, charts and any other materials provided by us and all copies thereof, and neither retain nor convey to another (other than an approved transferee) any copy or record of any of the foregoing and, in the case of expiration or termination of the Franchise, and allow us to remove the Designated Software as described in Section 10.(c)(iv)(E);

(ix) if requested by us, take all further action and execute all documents necessary to convey and assign to us all Telephone Numbers that have been used in the operation of the Restaurant or if we do not so request, cease all use of such Telephone Numbers;

(x) not, for a period of two (2) years after the transfer, termination or expiration of the Franchise (the "Restricted Period"), regardless of the reason for any such termination or expiration, within a 10-mile radius of (1) the Restaurant, or (2) any business location at which we or an Affiliate or our franchisee then operates a Papa Johns restaurant,

(A) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, invest in, assist, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business, or

(B) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account, or

(C) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity, provided that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation, or

(D) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

(xi) We shall have the option, to be exercised within fifteen (15) days after termination or expiration of your rights hereunder, to purchase from you any or all of the furnishings, equipment, signs, fixtures, supplies, the information systems or inventory related to the operation of the Restaurant, at your cost or fair market value, whichever is less. This purchase option shall run simultaneously with the Asset Purchase Option outlined in Section 20(b). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by us, and the appraiser's determination shall be binding. If we elect to exercise any option to purchase herein provided, we shall have the right to set off all amounts due from you, if any, against any payment therefor.

You are also hereby obligated to comply with the other covenants contained in this Agreement that expressly or necessarily by their terms survive the expiration, termination or transfer of this Agreement, including the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(b) Asset Purchase Option.

(i) Option. Upon termination of this Agreement by us, upon termination of this Agreement by you without cause or upon expiration of this Agreement without renewal, we have the option, exercisable by giving written notice thereof within 15 days from the date of such expiration or termination, to purchase from you all (except as otherwise provided in this Section) the assets used in the Restaurant. Assets subject to this purchase option include leasehold improvements, equipment (including hardware and ancillary equipment components of the Information System), furniture, fixtures, signs and inventory for the Restaurant, but not any real property. We have the unrestricted right to assign this option to purchase. We or our assignee are entitled to all customary warranties and representations given by the seller of a business, including representations and warranties as to: (A) ownership, condition and title to assets; (B) liens and encumbrances relating to the assets; and (C) validity of contracts and liabilities inuring to us or affecting the assets, contingent or otherwise.

(ii) Purchase Price. The purchase price for the assets of the Restaurant will be the fair market value thereof, determined as of the date of termination or expiration of this Agreement in a manner consistent with reasonable depreciation of leasehold improvements owned

by you and the equipment, furniture, fixtures, signs and inventory of the Restaurant, provided that the purchase price will not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Restaurant, any goodwill or "going concern" value for the Restaurant or any value for computer software or other proprietary information of ours that is merely lent or licensed to you and which you are obligated to cease using and/or return to us upon expiration or termination of the Franchise; and further provided that we may exclude from the assets purchased hereunder any equipment, furniture, fixtures, signs and inventory that do not, as determined by us in our sole discretion, meet quality standards for Papa Johns restaurants. If you and we are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser selected by us and you. If you and we are unable to agree on a single appraiser, each party must select one appraiser, who must select a third appraiser, and the fair market value will be the average of the three independent appraisals. The fees and costs of such appraiser or appraisers will be borne equally by you and us. Except as provided above, nothing contained herein restricts the manner in which the appraisers so selected value the leasehold improvements, equipment, furniture, fixtures, signs and inventory.

(iii) Closing. The purchase price will be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which must take place no later than 90 days after receipt by you of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (1) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (2) all licenses and permits of the Restaurant that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets as aforesaid, or if there are other unresolved issues, the closing of the sale may, at our election, be accomplished through an escrow. You must, before closing, comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Restaurant is located. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our Affiliates, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each owner of an interest in you must indemnify us against all liabilities not so assumed.

(iv) Actions Pending Closing. If we or our assignee exercise this option to purchase, pending the closing of such purchase as hereinabove provided, we have the right to appoint a manager to maintain the operation of the Restaurant as set forth under Section 15.(b). Alternatively, we may require you to close the Restaurant during such time period without removing any assets from the Restaurant. You must maintain in force all insurance policies required pursuant to this Agreement, until the closing on the sale.

(v) Right of First Refusal/Rental Terms. If you own the real property on which the Restaurant operates and we elect to purchase the Restaurant under this Section 20.(b), and you intend to sell the real property, we or our designee shall have a right of first refusal to purchase the real property at the time we purchase the Restaurant. If you elect not to sell the real property, and unless we agree in writing to different terms, if we elect to purchase the Restaurant we or our designee will enter into a lease with you or your designee for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Papa John's corporate restaurants. The rent under the lease

for the initial five (5) year term shall be the fair market rental value of the property as determined by an independent appraiser selected in the manner described in Section 20.(b)(ii). The rent shall be modified during the second five (5) year option term to reflect the then fair market rental value of the property.

21. Independent Contractor; Indemnification.

(a) Independent Contractor. This Agreement creates only a contractual relationship between the parties subject to normal rules of contract law. This Agreement does not create a fiduciary relationship between us, and you and you are and will remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You will hold yourself out to the public as an independent contractor, separate and apart from us. You will not make any contract, agreement, warranty or representation on our behalf without our prior written consent, nor incur any debt or other obligation in our name. This Agreement does not confer any rights or benefits to any person or entity not expressly referenced herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of the Restaurant or the management of your business, including ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend substantially on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employees or your employment practices.

(c) Indemnification. We will not be liable by reason of any act or omission by you in your operation of the Restaurant or for any claim, cause of action or judgment arising therefrom against you or us. You undertake to hold harmless, defend and indemnify us and our Affiliates, and our and their respective shareholders, officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, costs (including reasonable attorney fees, court costs, and expert witness costs, as and when incurred) and damages arising out of or in connection with any claim or cause of action in which we or any of our Affiliates are or become a named defendant and that arises, directly or indirectly, out of any act or omission by you in the construction or operation of, or in connection with, your Restaurant.

22. Your Representations. You acknowledge and represent that:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. You have disclosed to us the identity of all owners of any beneficial interest in you and, if and to the extent that any such owner is a corporation, LLC or other business entity, the names of all beneficial owners of such owner/entity.

(b) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation,

warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

23. ENFORCEMENT.

(a) Arbitration. Except for controversies, disputes or claims related to or based on: (1) any action to stop or prevent any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the restaurant; (2) any debt collection action (other than our enforcement of your obligation to contribute to a cooperative); or (3) at the claimant's option, any alleged violation of any provision of section16, 17 or 20.(a)(x) hereof, or use of the marks after the expiration or termination of this Agreement; all controversies, disputes or claims between us (including our affiliates, shareholders, officers, directors, agents or employees) and you (including your owners, guarantors, affiliates and employees, if applicable) arising out of or related to:

(i) this agreement or any other agreement between you and us or any provision of any such agreement, including your obligation to contribute to a cooperative;

(ii) our relationship with you, including issues relating to our decision to terminate that relationship;

(iii) the validity of this agreement or any other agreement between you and us or any provision of any such agreement; or

(iv) any standard, specification or operating procedure relating to the establishment or operation of the restaurant;

Must be submitted on demand of either party to the American Arbitration Association ("AAA") for a binding arbitration proceeding to be conducted in Louisville, Kentucky and heard by one arbitrator in accordance with the then-current commercial arbitration rules of AAA. All matters relating to arbitration (including arbitrability of any claim, dispute or controversy) will be governed by the federal arbitration act (9 U.S.C. §§ 1 et seq.) And not by any state arbitration law.

The arbitrator will have the jurisdiction, power and authority to award or include in the award any relief that the arbitration deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due or date damages arise or are incurred), specific performance, injunctive relief and attorneys' fees and costs, provided that the arbitrator will not have the power to declare any mark generic or otherwise invalid or, except as otherwise provided in this agreement, to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction.

We and you are bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this agreement, whichever expires earlier. In connection with any such arbitration proceeding, each party must submit or file any claim that would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the

same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above will be forever barred.

Except for inclusion of related parties as expressly provided in this section 23.(a), arbitration must be conducted on an individual basis, not a class-wide or other collective basis, and any arbitration proceeding between us (including our affiliates, shareholders, officers, directors, agents or employees) and you (including your owners, guarantors, affiliates or employees, if applicable) may not be consolidated with or brought as part of any other arbitration proceeding between us and any other person, corporation, limited liability company, partnership or association.

Notwithstanding anything to the contrary contained in this section 23.(a), we and you each have the right in a proper case to bring an action to obtain a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction (subject to the provisions of section 23.(c)), provided, that we and you must contemporaneously (within ten (10) business days of commencement of court action) submit our dispute for arbitration on the merits as provided herein, except as otherwise provided in the first paragraph of this section 23.(a).

The provisions of this section are intended to benefit and bind certain third-party non-signatories and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

(b) Governing Law. Except to the extent governed by the federal arbitration act, the United States trademark act of 1946 (Lanham act, 15 U.S.C. Sections 1051 et seq.) Or other applicable preemptive federal law, this agreement and all claims arising from the relationship between us and you will be governed by the laws of the commonwealth of Kentucky, without regard to its conflict of laws principles.

(c) Consent to Jurisdiction and Venue. All judicial actions brought by us against you or your owners or by you or your owners against us or our subsidiaries, affiliates, shareholders; officers, directors, agents or employees must be brought exclusively in a court of competent jurisdiction in Jefferson county, Kentucky or U.S. District court for the Western District of Kentucky, and you (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection you, he or she may have to either the jurisdiction of or venue in such courts. Notwithstanding the foregoing, we may bring an action to obtain a restraining order or temporary or preliminary injunction, or enforce an arbitration award, in any federal or state court of general jurisdiction in the state in which you reside or in which the restaurant is located. Nothing in this Section 23.(c) shall preclude us from removing an action from state to federal court where appropriate to do so.

(d) Waiver of Punitive Damages. Except with respect to your obligation to indemnify us pursuant to section 21 and claims we bring against you under sections 16.(c), 16.(f), 17 or 20.(a)(x), we and you and your owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and stipulate that, in the event of a dispute between us, the party making a claim is limited to equitable relief and to recovery of any actual damages it sustains (including pre- judgment interest).

(e) **Waiver of Jury Trial** We and you irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us.

(f) **Limitations of Claims**. Except for claims brought by us with regard to your obligations under sections 16, 17 or 20.(a)(x), and your obligation to indemnify us pursuant to section 21, any and all claims arising out of or relating to this agreement or the relationship of you and us pursuant to this agreement must be commenced within one (1) year from the date on which the act or event giving rise to the claim occurred, or one (1) year from the date on which the claimant knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such claims, whichever later occurs.

(g) **Costs, Expenses and Attorneys' Fees.** Except as provided in Sections 16.(f), 20 and 21, each party must pay its own costs, expenses and attorneys' fees in any arbitration, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

24. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and given: (i) by personal delivery; (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; (iii) by registered or certified mail, return receipt requested, postage prepaid; (iv) by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or (v) via electronic mail sent to a party's specified email address; provided, however, that a copy of the notice is also sent via one of the methods specified in subsections (i) through (iv) above. All notices, requests, demands and other communications must be sent to each party at the addresses listed below or to such other person or entity as either party may designate by proper notice to the other party in accordance with this section.

Us: If by Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) the date of actual receipt by regular US Mail; (c), on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States registered or certified mail, return receipt requested.

25. Miscellaneous.

(a) Insolvency Proceeding. In any event described in Section 19.(a) (an "Insolvency Proceeding"), the following provisions apply:

(i) Fees and Expenses. In the event of any Insolvency Proceeding, you must pay all reasonable fees and expenses (including attorneys' fees) incurred by us or our Affiliates in: (A) advising, structuring, drafting, reviewing, administering or amending the Agreement and/or (B) terminating, enforcing or otherwise protecting our rights under the Agreement in such Insolvency Proceeding, irrespective of whether suit is brought by or against us (the "Insolvency Expenses").

(ii) Enforcement of Agreement in Insolvency Proceeding. If you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you will remain bound by each term and provision of this Agreement and you acknowledge that you will be benefitted by the continued use and enjoyment of the rights and benefits provided to you by and under this Agreement. You acknowledge that the value of such ongoing benefit is equal to the amount(s) payable under this Agreement and so long as you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you must timely pay all of the amounts due under this Agreement in the manner provided by this Agreement.

(iii) Assumption and/or Assignment of Agreement. In any Insolvency Proceeding, this Agreement cannot be assigned and/or assumed under 11 U.S.C. Sections 363 or 365 or otherwise, without our express written consent, which consent may be given or withheld in our sole and absolute discretion. In order to assume and/or assign the Agreement in any Insolvency Proceeding, the defaults that must be cured as an express condition to such assumption and/or assignment and otherwise in accordance with 11 U.S.C. Section 365(b)(1) include the Insolvency Expenses plus all amounts due from you to: (A) Papa Johns, (B) any and all Affiliate(s) of Papa Johns, (C) PJFS, and (D) the Papa John's Marketing Fund, Inc. or Papa Card, Inc., whether the amounts due from you arise under this Agreement or otherwise.

(iv) Rejection of Agreement. Rejection of this Agreement in any Insolvency Proceeding, whether pursuant to 11 U.S.C. 365 or otherwise, will result in a termination of this Agreement and a revocation and reversion to us of the Franchise and all of the rights provided to you under this Agreement.

(b) Tolling; Severability. During any period in which any covenant in Section 20.(a)(x) is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period will be tolled and suspended. You are bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the

extent required to comply with a court order, arbitral award or decisions or with any applicable state or federal law, whether currently in effect or subsequently enacted.

(c) Construction. All references herein to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements and obligations herein made or undertaken by you are deemed jointly and severally undertaken by all those executing this Agreement as you. All uses of the words "include", "includes" and "including" mean "including but not limited to" or "including without limitation."

(d) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document furnished to you in connection with the offer and sale of Papa Johns franchises. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(e) Affiliate. As used in this Agreement, "Affiliate" means any person or entity that is owned or controlled by, or that owns or controls, or is under common control with, an identified person or entity, directly or through one or more intermediaries.

(f) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement is valid unless made in writing and signed by the parties hereto.

(g) Waivers. No failure to exercise any right hereunder or to insist upon strict compliance with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof, constitutes a waiver of any right to demand full and exact compliance with the terms hereof. Waiver of any particular default does not affect or impair any rights with respect to any subsequent default of the same or of a different nature, nor does any delay or omission to exercise any right arising from such default affect or impair any rights as to such default or any subsequent default.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. An electronic signature or execution of an electronic procedure indicating assent to and intent to be bound by this Agreement constitutes execution and delivery of this Agreement.

(i) Headings. The headings used in this Agreement are for convenience only, and the paragraphs will be interpreted as if such headings were omitted.

(j) Time of Essence. Time is of the essence with regard to your obligations hereunder and all of your obligations are material to us and this Agreement.

(k) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa Johns and delivery to you. The date that we set forth in Section 25.(m) is the Effective Date of this Agreement (the "Effective Date").

(l) Policies. We may, after consulting with the Franchise Advisory Council, an advisory board representing our domestic franchisees, or any successor approved by us (the "FAC"), periodically adopt and amend policies on: (i) how Alternative Ordering Areas are defined and changed; (ii) restaurant closings; and (iii) PJFS profitability. We will not make any substantive changes to any of these three policies that will have, or could reasonably be expected to have in the next 12 months after the change, any adverse effect on the sales or profitability of a majority of the franchised Papa Johns restaurants, without first presenting the change(s) to the FAC. At such meeting the members of the FAC will be allowed to comment on the changes, make suggestions and vote for or against the changes per normal practice. However, notwithstanding any comments, objections or vote against the proposed change(s), we have the final decision on these policies, including changes to, or elimination of, one or more polices and the interpretation of them as they may exist from time to time.

(m) Identification of Restaurant; Effective Date. The Location, Telephone Number, Store Number used to identify the Restaurant in the Papa Johns Chain and Effective Date are as follows:

(i) Location: _____
_____

(ii) Telephone Number: _____

(iii) Store Number: _____

(iv) Effective Date: _____

IN WITNESS WHEREOF, the parties hereto intend to be legally bound by the terms of this Agreement and have duly executed this Agreement as of the Effective Date.

[FRANCHISEE]

By: _____
Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____
Title: _____

PAPA JOHNS FRANCHISE

AGREEMENT

EXHIBIT A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, dated _____, 20 ___, is entered into by and between ("Lessor"), and _____ ("Lessee").

RECITALS:

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 20____, and pertaining to the premises located at _____ _____ (the "Lease").

B. Lessor acknowledges that Lessee intends to operate a Papa Johns restaurant in the leased premises (the "Premises") under a Papa Johns Franchise Agreement (the "Franchise Agreement") with Papa John's Franchising, LLC ("PJF").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Remodeling and Decor**. Lessee has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Papa Johns business in the Premises.

2. **Assignment**. Lessee has the right to assign all of its right, title and interest in the Lease to PJF or any Affiliate or franchisee of PJF at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent. However, no assignment will be effective until such time as PJF or its designated Affiliate gives Lessor written notice of its acceptance of such assignment, and nothing contained herein or in any other

document constitutes PJF or its designated Affiliate a party to the Lease, or guarantor thereof or creates any liability or obligation of PJF or any Affiliate of PJF unless and until the Lease is assigned to, and accepted in writing by, PJF or its designated Affiliate.

3. **Default and Notice**.

(a) If there is a default or violation by Lessee under the terms of the Lease, Lessor will give Lessee and PJF notice of such default or violation within a reasonable time after Lessor receives knowledge of its occurrence.

(b) All notices to PJF must be sent by registered or certified mail, postage prepaid, by nationally recognized courier service or electronic mail to the following address:

If by mail:
Papa John's Franchising, LLC.
P.O. Box 99900
Louisville, Kentucky 40269-0900
Attn: Chief Legal & Risk Officer

If by courier service:
Papa John's Franchising, LLC
2002 Papa John's Boulevard
Louisville, Kentucky 40299
Attn: Chief Legal & Risk Officer

If by email:
Franchise_Notice@papajohns.com

PJF 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 PJF of any change in Lessor's mailing address to which notices should be sent.

4. **Termination or Expiration**. Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow PJF 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 Papa Johns restaurant, to repossess any personal property owned by PJF and to make such other modifications as are reasonably necessary to protect PJF's proprietary marks and the Papa Johns System and distinguish the Premises from Papa Johns restaurants. Provided, however, that this obligation of Lessor shall be conditioned upon PJF giving Lessor prior notice of the modifications to be made and the items to be removed.

5. **Consideration; No Liability**.

(a) Lessor 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 PJF 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 PJF or any Affiliate of PJF, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against PJF or any Affiliate of PJF.

6. **Amendments**. No amendment or variation of the terms of this Addendum to Lease will be valid unless made in writing and signed by the parties hereto.

7. **Reaffirmation of Lease**. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

8. **Affiliate**. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by PJF or which owns or controls PJF or is under common control with PJF, directly or through one or more intermediaries.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

_____

By: _____

Title: _____

("Lessor")

_____

By: _____

Title: _____

("Lessee")

PAPA JOHNS FRANCHISE

AGREEMENT

EXHIBIT B

ASSIGNMENT OF TELEPHONE NUMBERS, LISTINGS AND ELECTRONIC CHANNELS

THIS ASSIGNMENT is entered into this ____ day of _____, 20___ in accordance with the terms of that certain Papa John's Franchising, LLC Franchise Agreement (the "**Franchise Agreement**") between _____ ("**You**") and Papa John's Franchising, LLC, a Kentucky limited liability company ("**we**", "**us**" or "**Papa Johns**"), executed concurrently with this Assignment, under which we granted you the right to own and operate a Papa Johns restaurant located at _____ (the "**Restaurant**").

FOR VALUE RECEIVED, you hereby assign to us all of your right, title and interest in and to those certain telephone numbers listed below and regular, classified or other telephone directory listings and listings or advertisements on or in any other directory, internet website, domain name, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channel or media that includes or is associated with our trademarks and service marks and used from time to time in connection with the operation of the Restaurant at the address provided above (collectively, the "**Telephone Numbers and Listings**"). Except as specified herein, we shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone service provider or other directory provider and/or the listing agencies with which you have placed telephone directory listings (all such entities are collectively referred to herein as the "**Telephone Service Provider**") to effectuate the assignment pursuant to the terms hereof.

PAPA JOHN'S FRANCHISING, LLC:

By: _____
Title: _____

YOU:

By: _____
Title: _____

Telephone Numbers:

_____
_____
_____

PAPA JOHNS FRANCHISE

AGREEMENT

EXHIBIT C

LETTER OF INTENT

[date]

[name]
[company]
[street address]
[city, state, zip]

RE: [subject]

Dear [name]:

This Letter of Intent ("LOI") sets forth the proposal as to the material provisions addressed herein and a bona fide offer (the "Transaction") for the acquisition by _____ ("Buyer") of _____ (___) Papa Johns restaurants (the "Restaurants") from _____ (the "Seller" or "Company"), as more particularly described on Exhibit A attached hereto.

This LOI is to be used as a guide in the negotiation of a definitive asset purchase agreement ("Purchase Agreement"), and does not preclude other mutually satisfactory provisions from being included in the Purchase Agreement. The Buyer and Seller will work in good faith toward entering into a definitive Purchase Agreement, which shall contain, among other things, the following terms and conditions.

1. Acquired Assets. This transaction is an asset purchase. At Closing, Seller will sell, transfer and assign to Buyer, free and clear of all liens, restrictions and encumbrances, substantially all of the assets used in the operation of the Restaurants owned by the Seller or assignable as the case may be, including, but not limited to personal property, equipment, supplies, signs, smallwares, food, supplies, inventory, furniture and fixtures, permits, intellectual property, point-of-sale hardware ("POS equipment"), computer system (both computer hardware and software), contracts (excluding any Papa Johns Development Agreement), improvements, and leasehold interests, customer data, business records, marketing materials and franchise agreements (collectively, the "Purchased Assets").

2. Purchase Price. The Buyer will pay to the Seller _____ Dollars ($_____) for the Restaurants, as follows:

a. Buyer will pay Seller $_____ by certified check or wire transfer at the Closing; [and

b. Buyer will tender to Seller a promissory note (the "Note") in the principal amount of $_____ at a [fixed annual interest rate of ___%] [variable rate equal to the "Prime Rate" published in *The Wall Street Journal*, plus ___%], to be repaid as follows:

i. *optional terms and provisions*

ii. *optional terms and provisions*

The Note will be secured by a first-priority security interest granted by Buyer to Seller in all of the Purchased Assets and will be guaranteed by the principal owners of Buyer.]

3. Utilities. Utility deposits will become the property of the Buyer. The Buyer will be responsible for all service transfers. The Seller will assist the Buyer in obtaining such transfers.

4. Real Estate Leases. The Seller will assign the third-party real estate leases with respect to the Restaurants (the "Real Property Leases") to the Buyer. The Seller will assist in securing these real property lease assignments to Buyer, as well as all estoppel certificates required by the Buyer's lender, from Lessors and Sub-Lessors for all appropriate restaurant locations. Buyer will assist the Seller in obtaining such assignments and estoppel certificates. Any applicable assignment fees payable to the Lessors shall be shared equally by Buyer and Seller.

5. Liens and Encumbrances. At Closing, the Purchased Assets will be conveyed to Buyer free and clear of any liens or encumbrances [except as may be expressly agreed to by Buyer] and the Seller will provide adequate assurances that Seller has paid in full or in due course all of its obligations to Papa John's Franchising, LLC and its affiliates ("Franchisor"), the Papa John's Marketing Fund, Inc., any Papa Johns advertising cooperative to which Seller is required to contribute in relation to the Restaurants, other trade payables, taxes and other obligations that might result in a claim upon the Restaurants, the Purchased Assets or the Papa Johns franchise pursuant to which the Restaurants are operated.

6. Exclusivity. Seller represents to Buyer that no agreement has been reached and remains effective with any party and will not, through [date], negotiate with any other party for the sale to such party of the Purchased Assets or any stock or other equity interest in Seller.

7. Due Diligence. The Seller will permit Buyer to conduct its due diligence investigation of the Restaurants and Development Rights typical of a transaction of this kind for a period of 30 days from the date of execution of this LOI (the "Due Diligence Period"). Seller will cooperate with the Buyer in making all of its records, financial information, leases, and personnel information available to the Buyer for due diligence purposes. All inquiries by Buyer with Seller's

clients, lenders, vendors, key employees, and others will be done in a confidential and in a discreet manner in accordance with the Seller's desires and consultation.

[8. Earnest Money Deposit. Buyer is tendering to Seller upon execution of this LOI an earnest-money deposit of $_____, which shall be refunded in the event Buyer declines to proceed with the Transaction following the Due Diligence Period. When Buyer has completed its due diligence, if Buyer elects to proceed with the Transaction, Buyer shall execute and deliver to Seller the definitive Purchase Agreement together with an additional earnest-money deposit of $_____. Following the expiration of the Due Diligence Period, the aggregate $ _____ deposit shall be refunded to Buyer only in the event the Transaction does not close due to Seller's failure to satisfy any applicable conditions to Closing as provided in the Purchase Agreement.]

9. Closing and Closing Date. The Transaction will be conducted by courier exchange of documents or in such other manner as Buyer and Seller agree. The Closing will occur within 30 days from the date of execution of the Purchase Agreement, assuming all of the appropriate conditions to the Purchase Agreement have been fulfilled or waived (the "Closing Date").

10. Closing Conditions. In addition to normal representations and warranties as negotiated between the Buyer and Seller regarding the status of the Restaurants, title to assets, etc. and documentation transferring title to Buyer, legal opinions, estoppels, the following matters shall be prerequisites to the consummation of the Transaction:

a. The Restaurants must be fully operational at Closing;

b. Representations and warranties of the Seller and Buyer being true and correct;

c. The assignment of the third-party leases for each Restaurant, upon such terms and conditions, including landlord consents, non-disturbance and attornment agreements and other acceptable terms as required by the Lender;

d. Buyer will have the opportunity to hire the key personnel involved in the day- to-day operation of the Restaurants owned by the Seller;

e. The receipt of timely profit and loss statements relating to the operation of the Restaurants year to date for the current fiscal year;

f. No material adverse change in the Restaurants or Development Rights;

g. Buyer will assume the Papa Johns Franchise Agreement (the "Franchise Agreement") for each of the Restaurants or will execute a new standard Papa Johns franchise agreement for each of the Restaurants; and

h. Buyer and Seller will comply with all conditions to transfer set forth in the Papa Johns Franchise Agreements for the Restaurants and in the Authorization to Transfer issued by Franchisor to evidence its consent to the transfer of the Restaurants to Buyer.

11. Access to Information. During the period from the execution of the Purchase Agreement to the Closing, Seller will provide to Buyer's representatives reasonable access to the Restaurant sites with the proper notice and reasonable consent of the Seller, contracts, books and records relating to their operations, leases, financing, vendors and payables, and any other reasonable material.

12. Normal Conduct. From the date of execution of this LOI, Seller will operate each Restaurant and maintain the Purchased Assets in the usual and normal course of business; ensure that no material adverse change in the condition of the Purchased Assets occurs; not dispose of any material Purchased Assets; and keep all trade payables current.

13. Expenses, Brokerage Fees and Other Payments. Each party shall bear its own expenses in connection with this Transaction, except as otherwise agreed to in the Purchase Agreement.

14. Good Faith. Each of the parties hereto agree to proceed in good faith to negotiate and, if agreed to, execute and deliver the Purchase Agreement and consummate the transactions contemplated herein.

15. Cooperation. Each of the parties agrees to cooperate in obtaining all necessary approvals to the transaction contemplated herein.

16. Intention of the Parties. This LOI does not purport to include all of the essential terms and conditions of the contemplated transaction and the parties shall not be obligated to complete this transaction unless a definitive Purchase Agreement is executed.

17. Confidentiality. Neither party will make any public disclosure regarding the existence of this LOI for this Transaction. The parties hereto will each maintain the confidentiality of all the information received from other parties and use such information only for the purpose contemplated by this letter and for no other purpose. If the Transaction is not consummated for any reason, the parties will promptly return to each other all documents and other written information received from the other party and will not retain any copies or summaries thereof. This Paragraph shall survive the termination of this LOI.

18. Representations and Warranties by Buyer and Seller. The definitive acquisition agreement shall contain representations and warranties by the Buyer and Seller typical in transactions of this type, some of which will survive the date of closing.

19. Expiration Date for Acceptance of LOI. The offer described in this LOI is open for acceptance by the Seller until the expiration date of [date].

20. Special Provisions.

a. Right of first refusal. Buyer acknowledges that under the Franchise Agreement, Franchisor has a right of first refusal to acquire the Restaurants on substantially the same terms and conditions as set forth herein. If Franchisor exercises its right of first refusal,

Seller shall have no obligation to sell or transfer the Restaurants or the Purchased Assets to Buyer and Seller, Franchisor and any assignee of Franchisor shall have no obligation or liability to Buyer in connection therewith.

[b. *other specific terms or provisions*.

c. *other specific terms or provisions*]

If the terms and conditions of this LOI are acceptable, please initial each page and execute this LOI and return a signed copy of this letter to _____ .

Sincerely,

_____

By: _____

Title: _____

("Seller")

Accepted and agreed:

[BUYER]

By: _____

Title: _____

Date: _____

copy:

EXHIBIT C:

EQUIPMENT LEASE

EQUIPMENT LEASE AGREEMENT

Type of Incentive Program: _____

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 20___ between **PAPA JOHNS USA, INC.**, a Kentucky corporation ("PJUSA"), and _____, a _____ ("Lessee").

RECITALS:

A. PJUSA has agreed to purchase and lease to Lessee certain pizza ovens and other restaurant equipment as more fully described in Section 1 of this Lease.

B. Lessee desires to lease such equipment from PJUSA and PJUSA has agreed to do so, upon the terms and conditions of this Lease.

NOW THEREFORE, PJUSA and Lessee hereby agree as follows:

1. Lease of Equipment; Upgrade Option. PJUSA hereby leases to Lessee and Lessee hereby leases from PJUSA, the restaurant equipment (the "Equipment") identified on Schedule 1 attached hereto. Schedule 1 will not be completed on the commencement date of this Lease but only after confirmation and approval of the Equipment purchase information and execution of this Lease. Lessee therefore acknowledges by initialing below that this Lease does not contain all of the Equipment information as of the commencement date and that certain Equipment information may be added to Schedule 1.

Initial: _____ ***Date:*** _____

2. Term. The term of this Lease commences on the date hereof and continues until the last day of the 48th full calendar month after the date that the Restaurant (as defined in Section 3.a) opens for business (the "Term").

3. Rental Charges/Purchase Option.

a. Consideration. The consideration for the leasing of the Equipment to Lessee during the Term is the commitment of Lessee to open and continuously operate Papa Johns pizza restaurant #_____ at _____ (the "Restaurant") under a Franchise Agreement with Papa John's Franchising, LLC ("PJF"), an affiliate of PJUSA. So long as Lessee meets the lease contingency set forth below and remains in full compliance with the terms of the Development Agreement between PJF and Lessee to which this Lease relates (the "Development Agreement") and all of Lessee's Papa Johns Franchise Agreements, no monthly or annual payments shall be due for the use of the Equipment under this Lease.

b. Purchase Option. If Lessee is in good standing with PJF at the end of the

Term and the Restaurant is still open and operating pursuant to the Franchise Agreement, Lessee may purchase the Equipment by paying $50 to PJUSA within 45 days of the expiration of the Term. If Lessee fails to meet any of the above criteria or terms and conditions of this Lease, the Development Agreement, and each of the Lessee's Papa Johns Franchise Agreements during the Term or after, the right of possession of the Equipment shall automatically revert to PJUSA.

c. **Lease Contingency**. This Lease is contingent upon the Restaurant being open for business on or before _____. If the Restaurant is not open for business on or before such date, PJUSA may revoke this Lease and, at PJUSA's option, either: (i) rescind and terminate the Bill of Sale and Assignment to which this Lease relates (the "Bill of Sale") and all obligations to reimburse or otherwise pay to Lessee for the purchase of the Equipment shall immediately terminate; (ii) if PJUSA has already reimbursed or paid Lessee for the Equipment pursuant to the Bill of Sale, require Lessee to immediately reimburse PJUSA all amounts previously paid by PJUSA for the Equipment and PJUSA may rescind and terminate the Bill of Sale; or (iii) require Lessee to return the Equipment to PJUSA at Lessee's sole expense and PJUSA may rescind and terminate the Bill of Sale. The Restaurant must be open to the public and operating during normal business hours on normal business days to deemed "open for business" for purposes of this Lease. A promotional, token, or "soft" opening of a Restaurant followed by a closure for 48 hours or more does not constitute "open for business."

4. **Delivery and Freight Costs; Installation**. Lessee shall pay all costs of (a) transportation and freight charges for delivery of the Equipment to Lessee's designated location; and (b) providing a suitable site for installation of the Equipment and actual installation of the Equipment at Lessee's site, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

5. **Return of Equipment**. Except for Equipment purchased by Lessee pursuant to this Agreement or otherwise agreed by PJUSA, within 10 days of termination or expiration of this Lease, Lessee shall, at its own cost and expense, prepare the Equipment for shipping and deliver the Equipment to PJUSA or its designated agent. In the event Lessee fails or refuses to do so (including under Section 3(c) above, if such option is chosen by PJUSA), Lessee shall allow PJUSA or its agents access to the premises where the Equipment is located to take immediate possession and reimburse PJUSA for all of its expenses for same. The Equipment shall be returned to PJUSA in substantially the same condition as received by Lessee, ordinary wear and tear excepted. Upon receipt of the Equipment, PJUSA will perform diagnostic testing to determine whether the Equipment in is good condition and working order reasonably suited for its normal use and operation. If the Equipment fails such diagnostic testing, Lessee shall pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the Equipment to good condition and working order.

6. **Ownership; Location; Use**. The Equipment shall at all times be and remain the sole and exclusive property of PJUSA. Lessee shall have no right or property interest in the Equipment except for the right to possess and use the Equipment as provided in this Lease. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessee shall at all times keep the Equipment free and clear from all claims, levies, liens and

encumbrances. The Equipment shall be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes. Lessee shall not make any alterations to the Equipment without the prior written consent of PJUSA.

7. **Repairs and Maintenance**. Lessee shall, at its own cost and expense, maintain the Equipment in good working order and make any and all repairs necessary to maintain the Equipment in good working order during the Term. Lessee shall follow the service procedures provided by the manufacturer of the Equipment.

8. **Risk of Loss; Insurance; Indemnification**. Lessee shall assume and bear the risk of loss or damage to the Equipment at all times until the time the Equipment is delivered to PJUSA upon termination and/or revocation of this Lease (if delivery of such Equipment to PJUSA is applicable in such circumstances). Throughout the Term and until possession of the Equipment is returned to PJUSA, Lessee shall keep the Equipment insured against all risks of loss in an amount not less than the replacement cost of the Equipment and PJUSA shall be listed as an additional insured and/or loss payee on such policy or policies of insurance. Lessee shall also carry general commercial liability insurance covering the Equipment and Lessee's use thereof, naming PJUSA as an additional insured thereunder. Lessee shall indemnify and defend PJUSA, together with its affiliates and their respective officers, directors, agents, employees and shareholders against, and hold each and all of them harmless from, all claims, liabilities, costs, damages and expenses arising from or related to Lessee's possession, use or operation of the Equipment, including without limitation, claims for damage to property or injury to persons. Lessee indemnification obligations hereunder shall survive the expiration or termination of this Lease.

9. **Condition of Equipment**. **PJUSA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lessee agrees to look solely to the manufacturer for any warranty that may be offered. Lessee shall be responsible for reviewing and understanding any warranty that may be offered by the manufacturer and making any claims under such warranty directly with such manufacturer in accordance with the manufacturer warranty policies. Under no circumstances shall PJUSA be responsible or liable to Lessee or any other party for lost profits, or consequential or incidental damages, even if advised of the possibility thereof, and Lessee hereby waives any claim against PJUSA for any such losses or damages. Lessee shall be responsible for obtaining and maintaining any and all necessary or appropriate governmental approvals or permits for the installation and use of the Equipment, including ventilation.

10. **Assignment; Sublease**. Lessee shall have no right to assign this Lease or to sublease the Equipment without the prior written consent of PJUSA.

11. **Default**. Lessee shall be in default under this Lease if:

a. Lessee is declared in default of the Franchise Agreement, any other franchise agreements between Lessee and PJF, the Development Agreement, or the lease for the Restaurant premises;

b. Any action is brought against Lessee causing the Equipment to be taken or encumbered;

c. Lessee dissolves or abandons its business, Lessee ceases to do business as a going concern, Lessee becomes insolvent, files a petition in bankruptcy, has a petition in bankruptcy filed against it which Lessee does not oppose, Lessee is adjudicated bankrupt or insolvent, Lessee makes an assignment for the benefit of creditors, or Lessee consents to the appointment of a receiver or trustee for all or any material portion of its assets;

d. Lessee fails to comply with any material term or provision of this Lease or to perform or fully discharge any of its duties or obligations hereunder.

12. **PJUSA Remedies**. In the event of default by Lessee, PJUSA shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under any other provision of this Lease and/or applicable law: (a) PJUSA or its designated agents or representatives may enter Lessee's site and repossess the Equipment or sue for a court ordered repossession and Lessee shall pay all costs and charges incurred by PJUSA in connection therewith, including without limitation, costs or charges incurred by PJUSA to recover the Equipment and return it to allocation chosen by PJUSA; (b) Lessee must immediately remit to PJUSA the unamortized amount for the Equipment within 30 days of receipt of invoice from PJUSA; and/or (c) PJUSA may terminate this Lease.

13. **Currency; Taxes**. All payments due to PJUSA hereunder shall be made in U.S. Dollars, and at PJUSA's election shall be paid by check, in immediately available funds, or via electronic funds transfer initiated by PJUSA, all without setoff or withholding by Lessee. Applicable sales or use tax will be billed to Lessee as required by law.

14. **Governing Law**. This Lease shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky, excluding its conflict of laws principles.

15. **Entire Agreement**. This Lease, along with the applicable Development Agreement and Bill of Sale to which it relates, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, PJUSA and Lessee have executed this Lease as of the date first set forth above.

PAPA JOHN'S USA, INC.:	**LESSEE:**
	_____ **(Franchise Name)**
By: _____ **(Signature)**	By: _____ **(Signature)**
_____ **(Printed Name)**	_____ **(Printed Name)**
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1 – Equipment

Date: _____ Store # _____ Franchise: _____

Store Address: _____
City/State/Zip: _____

_____ Double Stack of Conveyor Ovens
Brand: _____; Model No. _____
Serial No. _____; Serial No. _____

_____ Hood with Integrated Ansul System (if required; furnished with hood by the manufacturer)
Manufacturer: _____

_____ Walk In Cooler, Serial No. _____

_____ Make line, Serial No. _____

_____ Under Counter Refrigerator, Serial No. _____

_____ Safe, Serial No. _____

_____ Menu Board

_____ Front Counter

_____ Laminate Package

_____ Stainless Steel Package:
- _____ Slap Table
- _____ Sauce Table
- _____ Drivers Table
- _____ Counter Table
- _____ Cut Table
- _____ Safe Table
- _____ Wall Panel
- _____ Can Rack/Prep Table

Sink Package (includes faucets):
- _____ Above Sink Storage
- _____ Dry Storage
- _____ Cooler Storage
- _____ Dunnage

EXHIBIT D-1:

FRANCHISE AGREEMENT – NON-TRADITIONAL RESTAURANT

PAPA JOHNS

FRANCHISE AGREEMENT

NON-TRADITIONAL RESTAURANT

Franchisee: _____

Address: _____

_____

Store No. _____

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PAPA JOHNS

FRANCHISE AGREEMENT

NON-TRADITIONAL RESTAURANT

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the "Effective Date" (as defined in Section 25.(j)), by and between **PAPA JOHN'S FRANCHISING, LLC.**, a Kentucky limited liability company ("we", "us" or "Papa Johns"), and _____, a _____ ("you"). If you are a corporation, limited liability company, partnership or other business entity, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates have expended time, money and effort to develop a unique system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future Papa Johns restaurants is referred to as the "Papa Johns Chain" or the "Chain."

B. The Chain is characterized by a distinctive system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa Johns Logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. Papa Johns offers a program (the "Non-Traditional Program") that allows for development and operation of Papa Johns restaurants in non-traditional sites, such as malls, hospitals, schools, airports, parks (including theme parks), sports arenas and similar venues.

E. You now desire to enter into this Agreement regarding the operation of one Papa Johns restaurant under the System and the Marks at the location listed below (the "Restaurant") under the Papa Johns Non-Traditional Program.

F. We have agreed to grant you a franchise for the Restaurant on the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement and your continuing faithful performance, we hereby grant to you the non-exclusive right and franchise (the "Franchise") to operate a Non-Traditional Restaurant under the System and the Marks to be located at:

_____

_____

(the "Location")

Pursuant to this grant, you will, at your own expense, construct or remodel, and equip, staff, open and operate the Restaurant at the Location on or before _____. Unless otherwise agreed in writing by us, you must commence operating the Restaurant within 60 days after the Effective Date and operate such business in accordance with this Agreement for the Term (defined below). You must provide us at least fourteen (14) days prior written notice of the date on which you intend to open the Restaurant. Approval of the Location by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to: (i) the suitability of the Location for a Papa Johns restaurant; (ii) the successful operation of the Restaurant; or (iii) for any other purpose. Our approval of the Location indicates only that we believe it complies with acceptable minimum criteria that we establish solely for our purposes at the time of the evaluation. Unless we otherwise approve, the Franchise applies only to the Location and the operations of the Restaurant may be carried on only from the Location.

2. Term, Renewal and Expiration.

(a) Initial Term; Term. The Franchise is granted for an initial term of 5 years from the Effective Date of this Agreement, unless terminated earlier as provided in this Agreement (the "Initial Term"). Unless terminated as provided in this Agreement, you have the option to renew this Agreement for one additional 5-year term (the "Renewal Term") subject to the provisions of Section 2.(b). As used in this Agreement, "Term" means the Initial Term, the Renewal Term or any extension of either of them, as the case may be.

(b) Renewal of Franchise. This Agreement does not automatically renew upon the expiration of the Initial Term. You have an option to renew the Franchise upon the expiration of the Initial Term. You may renew the Franchise for one additional 5-year term (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(i) You give us written notice of your desire to renew the Franchise not less than four (4) months nor more than twelve (12) months before the end of the Initial Term, provided that if we have not received notice from you of your desire to renew within such period, we will notify (email acceptable) you and you will have a period of 30 days thereafter within which to submit the renewal notice.

(ii) You are in full compliance with this Agreement and there is no uncured default by you under this Agreement; there has been no series of defaults by you during the Initial Term (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured; all your debts and obligations to us and our Affiliates under this Agreement or otherwise are current; and your obligations to the Marketing Fund and each Cooperative (defined below) of which you are a member are current. You or any controlling owner of you (regardless of whether as a part of the same franchise entity) must not have had (a) any franchise agreement terminated by us for financial delinquency within the prior 12 months, or (b) two or more franchise agreements terminated by us for any reason within the prior 12 months. "Control" shall mean either: (1) 50% or more ownership interest in you; or (2) the power to direct the conduct or management of your business affairs, with or without majority ownership.

(iii) You execute and deliver to us, within 10 days after delivery to you, the form of Papa Johns Franchise Agreement being offered to new franchisees on the date you give the notice under this Section, including all exhibits and our other then-current ancillary agreements, which agreements supersede this Agreement and all ancillary agreements in all respects, and the terms and conditions of which may differ substantially from this Agreement; provided that such Franchise Agreement will provide for a term of 5 years.

(iv) You secure the right to continue possession of the Premises for a period at least equal to the Renewal Term or, alternatively, you secure premises at another location that we approve for the same period.

(v) Your Principal Operator (defined below) and manager attends and successfully completes our training program for new franchisees.

(vi) We are then continuing to offer Papa Johns Pizza franchises in the state in which the Restaurant is located and have all required documents filed and all necessary approvals to offer Papa Johns franchises in that state.

(vii) You pay us a renewal fee of $1,000.

(viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities.

(ix) You make, or provide for in a manner and timeframe reasonably satisfactory to us, such renovation and re-equipping of the Restaurant as may be necessary or required to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and decor; provided that substantial renovation and re-equipping will not be required if you have substantially renovated the Restaurant within the 3-year period immediately preceding the end of the Initial Term.

(x) You and your applicable employees must complete or comply with, or agree to complete and comply within a timeframe reasonably satisfactory to us, the then current qualification and training requirements we reasonably require.

(xi) You shall provide satisfactory evidence that you have the right to remain in possession of the Restaurant for the duration of the Renewal Term, or in the alternative provide reasonable evidence that you are in good faith negotiations with your landlord to secure the right to remain in possession of the Restaurant for the duration of the Renewal Term. If you have not already provided the lease or deed for the Restaurant or if there are any material changes to the lease or deed for the Restaurant, you shall provide such documentation prior to renewal.

(xii) This option to renew may not be exercised unless all of the preceding conditions are fully satisfied.

(c) Expiration. Renewal of the Franchise after the Initial Term does not constitute a renewal or extension of this Agreement, but is conditioned upon satisfaction of the above provisions. Upon expiration of the Renewal Term, further renewal rights will be governed by the Franchise Agreement executed by you upon expiration of the Initial Term. If you fail to meet any of the conditions under Section 2.(b) above with respect to the renewal of the Franchise, the Franchise automatically expire at the end of the Initial Term.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee and Royalties. In consideration of the grant of the Franchise, you must pay us the following fees:

(i) an Initial Franchise Fee of $5,000, which must be paid upon the execution of this Agreement. The Initial Franchise Fee will be deemed fully earned and non-refundable;

(ii) a continuing royalty (the "Royalty") of 5% of the "Net Sales" of the Restaurant for each "Period" (as defined in Section 13.(b)); provided that we may increase the Royalty by any amount, up to 6% of Net Sales, at any time, but we may increase the Royalty only if and to the extent that our form of Franchise Agreement being offered to new Papa Johns franchisees at the time of the increase provides for a Royalty at least as high as the increased Royalty. Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services (including revenues from special or promotional sales efforts such as Groupon, Living Social or other discounted sales programs), delivery services or any other revenue-generating activity carried on at, from or in connection with operation of the Restaurant and regardless of whether such sales are evidenced by cash, check, credit, charge account, gift card or otherwise, less: (a) sales tax, use tax or similar tax collected from customers in conjunction with such sales and paid in full to the state or other local taxing authority; (b) any documented refunds actually paid to customers (if such amounts were originally included in calculating Net Sales); and (c) proceeds from sales of used furniture and fixtures and similar sales not in the ordinary course of business. The Royalty is due on the 10th day of the month following each Period; and

[Note: the following subsection (iii) is applicable only to Restaurants that offer on-line ordering; most Non-Traditional Restaurants will not have this capability]

(iii) a continuing internet and digital ordering system transaction fee ("Digital Fee") in an amount determined by a board consisting of the same members of the Board of the Marketing Fund as a percentage of each Period's Net Sales of the Restaurant that arise from customer orders received via the internet through our internet/digital ordering system ("Digital Orders"). The fee generally will be set high enough to cover our ongoing costs plus new capital expenditures each year in improving, maintaining and operating the on-line/digital ordering system/application, including costs of integration of aggregator or other third-party platforms, provided: (A) we will contribute any revenue in excess of these costs to the Marketing Fund; and (B) any shortfall of revenue will be carried forward as a deficit and retired from future Digital Fee revenues. The Digital Fee is due on the 20th day of the month following each Period.

[Note: the following subsection (b) is applicable only to Restaurants that offer on-line ordering; most Non-Traditional Restaurants will not have this capability]

(b) Alternative Ordering. We reserve the right to develop or contract with third parties to develop centralized or technology-based methods of taking, processing, routing, and delivering orders in addition to the online and digital system that we currently use or authorize (collectively "Alternative Ordering Systems"). These may become mandatory at any time during the Term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software, and to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent that these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent that all the direct and indirect costs to develop, test and implement an Alternative Ordering System are paid from the Digital Fee, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Alternative Ordering System, as between you and us we are and will be the owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Alternative Ordering Systems or as a result of their use, but excluding hardware or equipment that you purchase directly for the purpose of gaining access to the Alternative Ordering System (including computers and kiosks).

(c) Intentionally Omitted.

(d) Taxes. If the state in which the Restaurant is located (or a local taxing authority within the state) imposes a sales tax, use tax, gross receipts compensating tax or similar tax on the Initial Franchise Fee, the Royalty, or the Digital Fee, we will collect such tax from you in addition to the amount set forth or determined as provided herein and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible. If the state in which the Restaurant is located (or a local taxing authority within the state) requires you to withhold tax on any payment that you are obligated to make to us or our Affiliates, you must timely pay such withheld amounts to the appropriate taxing authority and

promptly deliver to us receipts of applicable governmental authorities for all such taxes withheld or paid. We have no obligation to recognize or give credit for any amounts so withheld until you provide to us receipts or other evidence acceptable to us that such amounts have been duly remitted to the appropriate taxing authority. We have no obligation to recognize or give credit for any such receipts provided more than three (3) years after the associated tax year. You are responsible for and undertake to indemnify us and our Affiliates against and hold us and our Affiliates harmless from any penalties, interest and expenses incurred by or assessed against us or any of our Affiliates as a result of your failure to withhold such taxes or to timely remit them to the appropriate taxing authority.

(e) Payments.

(i) At least 10 days before opening the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, via electronic funds transfer or other means utilizing the "Information System" (as defined in Section 10.(c)) or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each Period's Royalty, Digital Fee, and any other amounts due to us, our Affiliates or the Marketing Fund under this Agreement or otherwise, including amounts owed to us and/or our Affiliates in connection with: (A) Marketing Fund contributions; (B) purchases from "PJFS" (as defined in Section 12.(b)) and all of our other Affiliates; (C) transfer fees; and (D) renewal fees. The Royalty will be debited on the 10th of each month and Marketing Fund contributions on the 24th, or if the 10th or 24th falls on a weekend or bank holiday, then on the next business day. Payments to PJFS and all of our other Affiliates will be debited one business day after products are delivered to the Restaurant. You must complete and provide to us any tax forms or other instruments or documents necessary or appropriate to give effect to the terms and provisions of this Agreement, including an IRS Form W-9.

(ii) We will determine your Net Sales for each Period via the Information System, or if we are unable to do so, you must report your Net Sales in writing on or before the 7th day of the month following each Period. Such reporting is in addition to all other reporting requirements under Section 13. If you fail to report Net Sales on a timely basis, we may estimate the Net Sales of the Restaurant for such Period and debit your bank account the amount of the Royalty and Marketing Fund contribution based on such estimate. If an estimate results in an overpayment, we will deduct the amount of the overpayment from the next Period's Royalty and Marketing Fund contribution. Any deficiency resulting from such estimate may be added to the next Royalty and/or Marketing Fund contribution payment(s) due and debited against your bank account. If, at any time, we determine that you have underreported the Restaurant's Net Sales, or underpaid any Period's Royalty, Marketing Fund contributions or payments to any of our Affiliates, we are authorized to immediately debit your account for these amounts by any of the Payment Methods.

(iii) You must notify us at least 30 days before closing or making any change to the account against which such debits are to be made. If such account is closed or ceases to be used, you must immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and do not affect any obligation or liability for amounts owed. If for any reason your account cannot be electronically debited, you must submit payments by wire transfer or check (certified or cashier's check if requested by us) on or before the dates when due. You will indemnify and hold us harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from the act or omission of you or your bank; provided that you are not obligated to indemnify us for any dishonored debit caused by our negligence or mistake.

(iv) Notwithstanding the commencement of any "Insolvency Proceeding" (as defined in Section 25.(a)) by or against you, you must: (A) comply with the Payment Methods described above; (B) use your best efforts to obtain court approval of the Payment Methods as may be necessary or otherwise requested by us; and (C) seek such court approval as expeditiously as possible, but in no event later than five business days after the commencement of such Insolvency Proceeding.

(v) We have the right in our sole discretion to apply a payment to any past due indebtedness related to the Location due to us or our affiliates, whether for Royalties, Marketing Fund contributions or any other fee owed, regardless of how you designate a particular payment to be applied.

4. Franchisor Services. During the Term, we will provide to you the following services:

(a) specifications for the design of the Restaurant and related facilities to be used in the operation of the Restaurant;

(b) specifications for fixtures, furnishings, decor, communications and computer hardware and software, signs and equipment;

(c) the names and addresses of designated and approved suppliers, and standards and specifications for (i) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant, and (ii) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant;

(d) our supervision and periodic inspections and evaluations of your operation, as described more fully in Section 11.(m), which supervision, inspections and evaluations will be conducted at such times and in such manner as we reasonably determine; and

(e) communication to you of information relating to the operation of a Papa Johns restaurant to the extent we deem it necessary or pertinent.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, during the Term we will not locate nor license another to locate a Papa Johns restaurant at the Location, including any parking lots that are part of, or exclusively dedicated to, the Location (the "Territory").

(b) Non-Traditional Exclusion. Venues and locations that we determine are suitable for non-traditional Papa Johns operations (collectively "Non-Traditional Locations"), are excluded from protection within the Territory, except as set forth in this Section 5.(b). Such Non-Traditional Locations include, but are not limited to, enclosed malls, institutions (such as hospitals, colleges, universities or other schools), airports, parks (including theme parks), military bases, sports arenas or stadiums, train stations, travel plazas, and entertainment venues, as well as any other location that you are unable to operate the Restaurant, including locations and venues: that are subject to exclusive food vending rights of third parties; or at which you are precluded from obtaining operating or vending rights due to certain conditions or requirements that you do not meet (including, by way of example, due to financial or net worth requirements of the landlord or site operator; or due to laws, rules or regulations applicable to the location, including regulatory or licensing schemes applicable to casino or gaming operations or Indian tribal laws). We may open non-traditional Papa Johns restaurants, or franchise or license the right to open non-traditional Papa Johns restaurants to other persons at any Non-Traditional Location, including Non-Traditional Locations in the Territory. Notwithstanding the foregoing, no delivery services will be permitted from non-traditional restaurants located within the Territory (including from your Restaurant and including from Non-Traditional Locations), except as otherwise agreed by you and us.

(c) Development Area Limitation. Notwithstanding identification of the Territory above, if this Agreement is signed pursuant to a Development Agreement between you and us, in no event will the Territory extend outside the boundaries of the "Development Area" as defined in the Development Agreement and neither termination nor expiration of the Development Agreement will alter this limitation.

(d) No Exclusive Trade Area for Sales or Delivery. We do not warrant or represent that no other Papa Johns restaurant will solicit or make any sales within the Territory, and you expressly acknowledge that such solicitations or sales may occur within the Territory. We have no duty to protect you from any such sales, solicitations, or attempted sales. You recognize and acknowledge that: (i) you will compete with other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Territory; and (ii) that such Papa Johns restaurants may be owned by us, our Affiliates or third parties. If you relocate the Restaurant, the Territory in our sole discretion may be reduced, changed, altered or restricted. We make no assurance that the Territory specified herein will be applicable to the new location, even if we have approved the new location.

(e) Alternative Ordering Systems Area. We will of necessity define the trade area for the Restaurant for Alternative Ordering Systems ("Alternative Order Area") and such trade area may be significantly different than the Territory and may change from time to time. You must use reasonable efforts not to solicit sales within the defined Alternative Ordering trade area of another Papa Johns restaurant. However, you acknowledge that such solicitations and sales may

occur in your trade area, including advertising spillover, directories, electronic media, direct mail drops by sector or ZIP code and other advertising and that we have no duty to monitor, control or stop such advertising, solicitations or sales. In determining which Papa Johns restaurant an online, digital or other Alternative Ordering System order will be routed to, we will consider such matters as we reasonably deem material, including: existing trade or delivery areas of Papa Johns restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa Johns restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa Johns restaurants; and other commercial characteristics of geographically proximate Papa Johns restaurants (collectively, the "Commercial Considerations"). You acknowledge that such Commercial Considerations may result in changes that remove particular addresses or groups of addresses or particular customers or groups of customers from routing to your Restaurant and that online, digital or other systematized orders from such addresses, groups of addresses, customers, or groups of customers may be re- routed to other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Restaurant, and that such Papa Johns restaurants may be owned by us, our Affiliates or third parties. You acknowledge that if you relocate the Restaurant, the routing of online, digital or systematized orders to your Restaurant may, in our sole discretion, be reduced, changed, altered or restricted, even though we have approved the new location for the Restaurant.

(f) Other Businesses. We reserve the right to operate, directly and/or through Affiliates, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa Johns restaurants and we and our Affiliates may do so within the Territory, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark.

(g) Other Methods of Distribution. We reserve the right to manufacture or sell, , directly or through third parties, or both, within and outside your Territory, pizza and other products that are the same as or similar to those sold in Papa Johns restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis.

6. Premises.

(a) Leased Premises. If you intend to lease the premises where the Restaurant will be operated (the "Premises"), you must submit to us copies of the executed signature pages of all such leases immediately after signing and copies of the full leases and any exhibits and addendum at such other times as we may request. The term of all leases plus all options for you to renew must together equal or exceed the Term. Each original lease, renewal lease, and modification of any type must be submitted to us within thirty (30) days after execution by you and the landlord. All leases pertaining to the Premises must also include an Addendum in the form of Exhibit A attached hereto, or contain terms and conditions that we approve as substantially similar to those contained in **Exhibit A**. A copy of the executed Addendum must also be submitted to us. The terms of the Addendum may not be changed without our written approval.

(b) Owned Premises. If you own the Premises, you must submit to us proof of ownership. If you decide to sell the Premises together with the Restaurant at any time before the expiration or termination of the Franchise, you must notify us of your intention. We have a right of first refusal to purchase the Premises on the same terms and conditions as set forth in Section 14.(c)(ii). If the sale will also involve a relocation of the Restaurant, you must submit to us for our approval your proposed plans (including copies of any proposed lease or contract of purchase) for an alternative location.

(c) Premises Identification. Regardless of whether you own or lease the Premises, you must, within ten days after the expiration or termination of the Franchise Agreement, remove all signs and other items and indicia that serve, directly or indirectly, to identify the Premises as a Papa Johns restaurant and make such other modifications as are reasonably necessary to protect the Marks and the Papa Johns System, and to distinguish the Premises from Papa Johns restaurants. To enforce this provision, we may pursue any or all remedies available to us under applicable law and in equity, including injunctive relief. Your obligation will be conditioned upon our giving you prior notice of the modifications to be made and the items removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it is your responsibility to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement and you must obtain all permits and licenses that may be required to construct, remodel and operate the Restaurant. The Premises may not be used for any purpose other than the operation of the Restaurant in compliance with this Agreement.

(e) Relocation; Assignments. You will not, without first obtaining our written consent: (i) relocate the Restaurant; or (ii) renew or materially alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of your rights under any lease or owned location pertaining to the Premises. Such consent may not be unreasonably withheld. You must give us notice not less than 30 days before any of the foregoing. We may require you to relocate the Restaurant to another location upon: (A) expiration of the original term or any extension or renewal of your lease; or (B) any significant damage to the Premises or surrounding areas, or other event that would provide you with an option or right to terminate the lease. We will not require relocation if you prefer to remain at the same location and you demonstrate to our reasonable satisfaction that: (i) the trade area and location meet our then-current criteria for new restaurants; and (ii) you can restore or renovate the Premises to our then-current standards and agree in writing to do so if approved. You must give us notice not less than 60 days before the expiration of your lease, and you must give us written notice within five days after the occurrence of any event covered by (B) above. Our right to require you to relocate is conditioned upon: (1) the availability of a location approved by us for such relocation; (2) our offering to extend the Term of this Agreement for not less than five years, or at our option, offering to enter into our then-current form of franchise agreement (which will include an initial term of 5 years); and (3) the Territory (as measured from the new location) not extending into the "Territory" of any other Papa Johns Pizza franchisee. YOU ACKNOWLEDGE THAT SUCH RELOCATION, IF REQUIRED, WOULD INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM OF THIS AGREEMENT, AND MAY INCLUDE

AN OBLIGATION TO LEASE OR BUY LAND, CONSTRUCT A FREE-STANDING BUILDING, INSTALL LEASEHOLD IMPROVEMENTS AND/OR PURCHASE NEW EQUIPMENT AND SIGNAGE.

7. Proprietary Marks; Copyright.

(a) Ownership of Copyrights. You acknowledge that: (i) we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals; (ii) the Copyrighted Works are the valuable property of us; and (iii) your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms of this Agreement. You acknowledge that we will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which shall be deemed to be Copyrighted Works under this Agreement. Copyrighting of any material by us will not be construed as causing the material to be public information. All data provided by you, uploaded to our computer system from your computer system, and/or downloaded from your computer system to our computer system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

(b) Ownership; Use by Others. You acknowledge that we are the sole and exclusive owner of: (i) the Marks and all goodwill associated with or generated by use of the Marks; (ii) the Copyrighted Works; and (iii) any and all data generated by use of the Copyrighted Works. You acknowledge that all works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works and the Marks does not vest you with any interest therein other than the non-exclusive license to use the Copyrighted Works and Marks granted in this Agreement. You will execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Works or the Marks or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt. You will give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works or the Marks, or the use by others of names, marks or logos that are the same as or similar to the Marks. You will cooperate with us in any suit, claim or proceeding involving the Marks or the Copyrighted Works or their use to protect our rights and interests in the Marks or the Copyrighted Works. We, in our sole discretion, control all decisions concerning the Marks or the Copyrighted Works.

(c) Use of Marks. You have the right to use the Marks only in connection with the promotion and operation of the Restaurant or the Chain, and only in the manner that we authorize. Your right to use the Marks is limited to use during the Term of this Agreement and in compliance with specifications, procedures and standards prescribed by us from time to time. You will prominently display the Marks in the manner that we prescribe on all signs, plastic and paper products, and other supplies and packaging materials that we designate. You will not fail to perform any act required under this Agreement, or commit any act, that would impair the value of the Marks or the goodwill associated with the Marks. You will not at any time engage in any business or market

any product or service under any name or mark that is confusingly or deceptively similar to any of our Marks. You will not use any of the Marks as part of your corporate or trade name, or as part of any e-mail address, web-site address, domain name, or other identification of your business in any electronic medium without our express written consent. You will not use any trademark, trade name, service mark, logo, slogan or emblem that we have not authorized for use in connection with the Restaurant, including any co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party without our approval or use the Marks or Copyrighted Works in any advertisements that infringe the intellectual property rights of a third-party. You will obtain such fictitious or assumed name registrations as required by applicable state law and forward to us copies of the same upon request.

(d) Designation as You. You will identify yourself as the owner of the Franchise in conjunction with the use of the Marks, including on checks, invoices, receipts, letterhead and contracts, as well as at conspicuous locations on the Premises in a form that specifies your name, followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct.

(e) Discontinuance of Use; Additional Marks and/or Copyrights. You must modify or discontinue use of any Mark or Copyrighted Work if a court of competent jurisdiction or other governing body orders it and do so within the timeframe required by such court or governing body, or if we in our sole discretion deem it necessary or advisable. You will comply with our directions regarding any such Mark or Copyrighted Work within 30 days after receipt of notice from us. You will also use such additional or substitute Marks or Copyrighted Works as we direct. We will not be obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Mark or Copyrighted Work or to adopt additional or substitute Copyrighted Works or Marks.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, each month during the Term, you will make the following contributions and expenditures for advertising, marketing and promotion of the Papa Johns brand:

(i) To the extent you are not obligated to perform grand opening marketing pursuant to a development agreement, you must submit to us proof at least four (4) weeks prior to opening of the Restaurant that you have a grand opening marketing budget of Ten Thousand Dollars ($10,000.00) to be used to support pre-opening and for use within the first ninety (90) days of the opening of the Restaurant. You must provide us receipts and invoices evidencing the expenditure of such funds within 120 days after the opening of the Restaurant. The sufficiency of such receipts and invoices will be in our reasonable discretion. If you do not provide reasonable evidence of the required grand opening marketing budget as outlined herein, we may require that you place the grand opening marketing funds into an escrow account.

(ii) You will contribute to the Marketing Fund 25% of such amount as designated from time to time as the contribution rate for standard Papa Johns restaurants.

(iii) You will contribute an amount equal to 25% of such amount as designated from time to time as the contribution rate of standard Papa Johns restaurants within the Cooperative, provided if you own more than 80% of the Restaurants in the Cooperative, you will not be required to make the Cooperative contribution on behalf of this Non-Traditional Location.

(iv) Promotion, marketing and advertising as used herein shall be promotion, marketing and advertising directly promoting the Papa Johns brand, brand initiatives or the Restaurant. Costs and expenditures that shall not be considered promotion, marketing and advertising shall include but not be limited to aggregator commissions and in-Restaurant materials consisting of fixtures and equipment.

(b) **Marketing Fund.** Papa John's Marketing Fund, Inc., a Kentucky nonstock, nonprofit corporation (the "Marketing Fund"), has been organized for the purposes set forth in the Articles of Incorporation and By-Laws of the Marketing Fund, as they may be amended from time to time. You will automatically become a non-voting member of the Marketing Fund upon the execution of this Agreement.

(i) You acknowledge that the Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the System and that we, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa Johns restaurants operating in such geographic area or that you or the Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We (including our officers, directors, agents and employees) are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our respective officers, directors, agents and employees will not be liable to you with respect to the maintenance, direction or administration of the Marketing Fund, including with respect to contributions, expenditures, investments and borrowings, except for acts constituting willful misconduct.

(ii) We and our Affiliates will make contributions to the Marketing Fund for each Papa Johns restaurant that we own on the same basis as required of comparable franchisees within the System.

(iii) You will make your monthly contribution to the Marketing Fund on the date and in the manner provided for the Royalty in Section 3.(a)(ii). Contributions to the Marketing Fund may be used to defray our expenses only to the extent of the administrative costs and overhead that we may reasonably incur in rendering services to the Marketing Fund.

(iv) The funds collected by the Marketing Fund, and any earnings thereon, are not and will not be our asset or the asset of any franchisee.

(v) Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund may not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

(c) Regional Cooperative Advertising. We have the right, in our sole discretion, to designate from time to time a geographical area in which the Restaurant is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Restaurant at the time you commence operations, you immediately become a non-voting member of such Cooperative. If a Cooperative applicable to the Restaurant is established at any later time during the Term, you will become a non-voting member of such Cooperative no later than 30 days after the date on which the Cooperative commences operation. In no event will the Restaurant be required to contribute to more than one Cooperative. We may designate, from time to time, a formula for calculating a proration or reduction of the contribution rate for Papa Johns restaurants in a Cooperative based on media coverage, demographics or other factors. The following provisions apply to each Cooperative:

(i) Each Cooperative must be organized and governed in a form and manner conforming to applicable state law, but your obligation hereunder to participate in and make monetary contributions to a Cooperative is not dependent on any organizational formalities. Each Cooperative will commence operation on a date that we approve or designate, which will, for purposes of this Agreement, constitute the date that the Cooperative is "established." Your contribution obligation will commence on that date (or on the date of this Agreement, if a Cooperative applicable to the Restaurant has already been established at that time). On all matters to be voted on by the Cooperative's membership, each voting member has one vote for each standard Papa Johns restaurant it owns. Each Cooperative must provide any existing bylaws or other regulatory document of the Cooperative to us upon request

(ii) Each Cooperative is organized for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including print, electronic media, and sponsorships, for use in and around the applicable geographic area and developing standardized promotional materials for use by the members and neither you nor the Cooperative may use member contributions for any other purpose.

(iii) We will make contributions to each Cooperative of which we are a member on the same basis as required of comparable Papa Johns restaurant franchisees within the System.

(iv) No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without our prior written approval. All such programs, materials and planned activities must be submitted to us for approval in accordance with the procedure set forth below. Advertising agencies employed by a Cooperative must be approved by us.

(v) Subject to the provisions above, each Cooperative has the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative.

(vi) You must make your contributions to the Cooperative on the date and in the manner designated by the Cooperative. You must also submit such statements and reports as may be designated from time to time by us or the Cooperative.

(vii) Notwithstanding the foregoing, we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more Papa Johns restaurants owned by such franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. Our decision concerning an exemption is final.

(d) Supplemental Advertising. You have the right to conduct, at your separate expense, supplemental advertising, marketing or promotional programs or activities in addition to the expenditures specified herein. All such supplemental advertising, marketing or promotional programs or activities and all materials to be used in connection therewith must be either prepared or previously approved by us within the 90-day period preceding their intended use, or approved by us as provided below.

(e) National Promotions. We may require you to participate in national promotions that we believe are of value to the System and for which domestic systemwide participation is essential to, or a significant element in, the value or success of the promotion. These promotions may include (by way of example and not of limitation or exclusion) : (i) offering of premium or other specialty promotional products which may require you to purchase non-standard inventory items; (ii) customer service incentives; and (iii) sponsorships or association with selected promotional associates.

(f) Our Approval. Before their use by the Cooperative or by you, samples of all advertising, marketing and promotional materials not prepared or previously approved by us within the 90-day period preceding their intended use, including co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem or any third party, must be submitted to us (to the attention of your designated Papa Johns Marketing team contact unless otherwise directed by us) for our approval, to ensure consistency with the then-current standards and image of the System and protection of the Marks and the goodwill associated therewith. If disapproval is not received within 20 days from the date of receipt by us of such materials, we will be deemed to have given the required approval. To be considered pre-approved, advertising, marketing, and promotional materials must be identical to what was previously submitted and approved, except for non-substantive changes such as changes to dates and store addresses. The Cooperative and you may not use, and must cease using, any advertising or promotional materials that we may at any time disapprove, regardless whether we have previously approved any such items.

(g) Our Advertising. We may from time to time expend our own funds to produce marketing or promotional materials and conduct advertising as we deem necessary or desirable. In any advertising, marketing or promotional efforts conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included, and the medium employed and we have no duty or obligation to supply you with any advertising, marketing or promotional materials produced by or for us at our sole expense.

(h) Ownership of Advertising. We are the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, the Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, does not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. You will assign to us any contractual rights or copyright that you acquire in any advertising and execute such documents or instruments as we may reasonably require in order to implement the terms of this Section 8.(h).

(i) Internet Website, Social Media and Other Digital or Electronic Marketing. You specifically acknowledge that any internet website, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels") are deemed "advertising" under this Agreement and will be subject to, among other things, Sections 8.(f) and 8.(h) above. In connection with any Electronic Channel:

(i) If required by us, you will establish a separate Electronic Channel, but will only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

(ii) If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions apply:

(A) You will not establish or use the Electronic Channel without our prior written approval.

(B) Before establishing the Electronic Channel, you must submit to us (to the attention of your designated Papa Johns Marketing team contact unless otherwise directed by us), for our prior written approval, a sample of the proposed Electronic Channel domain name, handle, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably require; and you will not use or modify such Electronic Channel without our prior written approval as to such proposed use or modification.

(C) In addition to any other applicable requirements, you will comply with our standards and specifications for websites as prescribed by us from time to time in the Manuals or otherwise in writing.

(D) If required by us, you will establish such hyperlinks or other link or connection to our Electronic Channel and others as we may request in writing.

(E) Upon expiration or termination of the Franchise, you must cease use of any Electronic Channel associated with the Restaurant and assign to us or, at our election, delete any domain name, or other Electronic Channel page, name or site containing any of the Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Marks.

The provisions of this Section 8.(i) also apply to Cooperatives.

9. Telephone Number. There is no customer ordering telephone number assigned to the Restaurant.

10. Construction, Design and Appearance; Equipment.

(a) Construction. You will construct or remodel the Premises at the Location in accordance with our construction or remodeling plans and design, layout and decor specifications. You will purchase or lease the pizza preparation, beverage storage or dispensing, storage and other equipment, displays, fixtures, and furnishings that we designate. You will make no changes to any building plan, design, layout or decor, or any equipment or signage without our prior written consent, and you will maintain the interior and exterior decor in accordance with our brand standard specifications as we may be reasonably prescribe. Prior to the opening of the Restaurant or within thirty (30) days of a remodel of the Premises, you shall provide to us a copy of the final Health Inspection and Certificate of Occupancy issued by the relevant authorities. If the completion of construction or remodeling of your restaurant is delayed by thirty (30) days or more for any reason, you will provide us with information and documentation regarding the cause of such delay.

(b) Signs. You will prominently display, at your expense, both on the interior and exterior of the Premises, advertising signs in the form, color, number, location and size, and containing the Marks, logos and designs as we designate. Such signs must be obtained from a source designated or approved by us. You must obtain all permits and licenses required for such signs and you also are responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon the Premises any sign or advertising of any kind to which we object.

(c) Information System. You must: (1) acquire, maintain and use in the operation of the Restaurant the "Information System" (as defined below) for the Restaurant and the right to use, for the Term, the "Designated Software" (as defined below) in the manner specified by us; (2) obtain any and all hardware, peripheral equipment and accessories, arrange for any and all support services and take all other actions that may be necessary to prepare or enable the Information

System and the Designated Software to operate as specified by us (including installation of electrical wiring and data cabling, and temperature and humidity controls); and (3) install and use the Designated Software on the Information System, and use such items solely in the operation of the Restaurant in the manner specified by us. You are responsible for all costs associated with the foregoing, including but not limited to transportation, installation, sales, use, excise and similar taxes, site preparation and disposal of retired hardware. You must operate only Designated Software on the Information System. The Designated Software, and all additions, modifications and enhancements thereto, constitute "confidential information," and are subject to the provisions of Section 17 of this Agreement.

(i) Definitions. For purposes of this Agreement, the terms listed below have the meanings that follow them.

(A) "Designated Software" - The software, programming and services that we specify or require from time to time for use by you in the Restaurant. The Designated Software may consist of and/or contain either or both of the following:

(1) Packaged Software. Software purchased and licensed from us or a third party and/or third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements").

(2) Proprietary Programs. Proprietary computer software programs that we develop or cause to be developed and that are owned by us or licensed exclusively to us and that we designate for use on the Information System in the operation of a Restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs").

(B) "Information System" The Designated Software and those brands, types, makes, and/or models of communications and computer systems, hardware, network devices, security systems and internet access platforms specified and required by us for: (i) use in the Restaurant; (ii) between or among Papa Johns Restaurants and/or us; or (iii) between customers, vendors or suppliers and the Restaurant. The Information System may include, but is not necessarily limited to, hardware and point of sale systems, back-office systems, information storage, retrieval, data transmission systems, third party integrations, inventory management, software maintenance, reporting and analytics, research and development systems, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, and security systems.

(ii) Use of Information System. You will record and store all customer transactions on the Information System and in so doing comply with the provisions of any applicable laws and regulations related to data protection and not use the data and information for any purpose other than in the operation of the Restaurant.

(iii) Grant of Software License. We will grant to you, and cause our Packaged Software vendors to grant to you, a nonexclusive, nontransferable, nonassignable license

to use the Designated Software, subject to the same terms and conditions under which the Designated Software is licensed to our other franchisees in general. You are bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our Packaged Software vendors, and you must use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality thereof. We have the right to use the data as we determine appropriate, provided, we will: (i) not use or sell the data to any "Competitive Business" (as defined in Section 16.(c)); and (ii) consult with the FAC regarding any sale to or use by a third party of data generated by franchisees (limited to phone numbers, names, street addresses, email addresses and purchase history). We will account for the Net Revenues from the sale to, or use by, third parties of data generated by franchisees as Partnership Marketing under Section 8.(k).

(iv) Access; Enhancements and Changes.

(A) Access to System. We have the right at all times to access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on the Information System. We may access the Information System in the Restaurant or from other locations, including our headquarters and regional offices. You must store all data and information that we designate from time to time on the Information System. No unauthorized data or information may be stored on the Information System.

(B) Enhancements and Changes. We will notify you of, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to Designated Software and the other components of the Information System developed or adopted by us for use in the operation of the Restaurant.

(C) Information Systems Maintenance. You must maintain the Information System in accordance with our published maintenance program, as amended from time to time (which will also be adhered to by our Papa Johns restaurants). If you fail to maintain the Information System in accordance with our published maintenance program, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards. The published maintenance program may include a hardware spares program and a preventive maintenance program. Such maintenance is necessary to help ensure the proper functioning of the Information System. You will not attach any device to the Information System without our prior written approval. If any component of the Information System reaches its end of useful life, and the ongoing use of such component would, in our discretion, result in an unreasonable security risk, then you must immediately replace such components with approved replacements. Any installation of hardware for the Information System must be performed securely according to the terms and conditions outlined herein and as such terms and conditions may be updated by us at our discretion. We reserve the right to disable the Information System at the Restaurant if we deem reasonably necessary for security purposes due to your utilization of such non-secure end-of-life components or non-secure installation of hardware. You agree to dispose of non-secure end-of-life hardware in accordance with PCI standards.

(D) Ideas and Suggestions. You must promptly disclose to us all ideas and suggestions for modifications or enhancements of the Information System or any component thereof that are conceived or developed by or for you, and we and our Affiliates have the right to use and license such ideas and suggestions without compensation to you therefor. All modifications and enhancements made to the Information System, together with the copyright therein, are our property (or of the appropriate Packaged Software vendor if we so designate), without regard to the source of the modification or enhancement, and you hereby assign all of your right, title, and interest in any ideas, modifications, and enhancements to us (or the appropriate Packaged Software vendor if we so designate). You must execute any documents, in the form provided by us, that we determine necessary to reflect such ownership.

(E) Removal. Upon expiration or termination of the Franchise, you must: (1) allow our employees or agents to remove the Designated Software from the Information System; (2) immediately return to us the Designated Software, each component thereof, any data generated by the use thereof, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation; and (3) immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you). Any destruction of hardware must be completed in accordance with PCI standards and requirements.

(v) On-Site Installation Fee. Our Affiliate, Papa John's USA, Inc. ("PJUSA"), offers installation services for the Designated Software. You are not obligated to use PJUSA's services but installation must be performed by a qualified provider approved by us. If PJUSA installs the Designated Software on your Information System, you must pay to PJUSA upon installation an on-site installation fee (the "On-Site Installation Fee") at its then-current rates, plus all reasonable travel, lodging and other expenses that PJUSA incurs in connection with the installation. In exchange for this On-Site Installation Fee, PJUSA will install the Designated Software on the Information System and provide one or more system installers/trainers at the Restaurant, generally, for a two day install, one day before the Restaurant opens for installation and training and the day the Restaurant opens, for support. This installer/trainer will assist with the configuration and testing of the Information System. If you are opening your first Restaurant, a four-day install will generally be required, unless we approve reduction to a 2 day install. The first 3 days will include installation, testing, configuration and training of your employees in the use of the Information System. The 4th day will be the opening day of the Restaurant and the in- staller/trainer will remain on site at the Restaurant opening for support. PJUSA may also charge additional On-Site Installation Fees, at its then-current rate, each time a modification of additional days or services to the agreed upon installation is performed at the Location. The On-Site Installation Fees does not include any hardware, supplies, data cabling, electrical wiring, or shelving installation or other site work necessary to prepare the Restaurant of the Information System. These are your sole responsibility. However, some or all of these materials and services may be offered by PJUSA or its agent for an additional fee.

(vi) On-Site Support Fee. You must pay a fee to PJUSA each time on-site support is required for enhancements, modifications or maintenance to the Information System a fee for such on-site support (the "On-Site Support Fee") at its then-current rate. Generally,

enhancements and upgrades are accomplished electronically through direct access to the Information System, in which case no on-site support or fee payment is required.

(vii) Help Desk Service Fee. PJUSA may offer software support services for the Information System. If you choose to use these services or if the services are mandatory, you must pay to PJUSA a recurring software support service fee ("Help Desk Service Fee") equal to PJUSA's then-current fee and on a timeframe determined by PJUSA. In exchange for this fee, PJUSA will provide general assistance and support for your Information System.

(viii) Software Maintenance Fee. You must pay to PJUSA a monthly software maintenance fee ("Software Maintenance Fee") at its then-current rate. This Software Maintenance Fee covers PJUSA's continuing efforts to enhance, develop and upgrade the Information System, including: functionality for point-of-sale; back office; makeline; delivery and driver technologies; inventory management; information storage, data transmission systems, retrieval systems, third party integrations, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, reporting and analytics; software maintenance; research and development; upgrades and enhancements to installation media; if any, that we adopt, require or provide. Installation on the Information System, if required, will be charged as described in Section 10.(c)(v).

(ix) Changes in Fees. The On-Site Installation Fee, the On-Site Support Fee, Help Desk Fee, the Software Maintenance Fee and/or per diem charges may be changed by PJUSA from time to time; provided that the Help Desk and Software Maintenance Fees are intended to cover PJUSA's actual costs, including reasonable allocations of direct, actual overhead, any associated taxes, and other expenses related to the Information System and the services that PJUSA provides.

(x) We may require you to modify, enhance and/or replace all or any part of the Information System and/or the Designated Software at your expense, and you must, within 120 days of receipt of written notice from us, acquire, or acquire the right to use for the remainder of the Term, the modified, enhanced or replacement version of the Information System and/or Designated Software specified by us. Such written notice may be in the form of a physical or electronic (email or other software-based messaging) communication. You must take all other actions necessary to enable the modified, enhanced or replacement Information System and Designated Software to operate as specified by us. Any such modifications, enhancements, and replacements may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services. You acknowledge that changes or advancements in technology are likely to occur and that the timing and pace of such changes or advancements are not predictable. We have the right to establish reasonable new standards for implementation of new technology as part of the System and you will promptly adopt and implement such new standards as if this Agreement were periodically revised for that purpose. Such new standards may apply to the Information System or the Alternative Ordering Systems or may consist of entirely new technologies that we, in our discretion, determine are valuable enhancements or additions to the System.

(xi) Warranties and Limitation of Liability. We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to nonexclusive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or other violation of proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and expressly disclaim, any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program. Without limiting the generality of the foregoing, you are solely responsible for inputting into and configuring the Information System to accommodate information of local applicability, including state and local taxability of goods and services sold or provided in the Restaurants and state and local sales tax rates.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE DESIGNATED SOFTWARE OR ANY PORTION THEREOF, INCLUDING ANY PROGRAM DOCUMENTATION OR OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO ARE EXPRESSLY EXCLUDED. WE HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES.

(d) Maintenance, Remodeling, Re-equipping, Enhancements and Replacements. You will at all times maintain the Restaurant in accordance with our standards, and you will, within 90 days from the date of written notice from us, remodel or re-equip or perform such maintenance at the Restaurant in accordance with the specifications we provide. Such maintenance, remodeling and re-equipping may include, without limitation: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting; and purchasing more efficient or improved equipment. We may require you to take reasonable actions to restore and resurface the parking lot of the Restaurant up to and including enforcing your rights under any lease. We may order and ship replacement equipment at your cost for any end of useful life equipment that is not replaced as required herein, for which a notice of default under Section 19 has been sent and left uncured, and for which we reasonably believe could harm the System. We may require you to perform maintenance and remodeling and to purchase equipment at such times as we deem necessary and reasonable; provided, that we may not require any significant remodeling of the Restaurant during the first two years of the Initial Term (this restriction is not applicable to any Renewal Term even if a new Franchise Agreement is executed in connection with the renewal of the Franchise).. You must use a licensed commercial general contractor for any repairs

or remodels of the Restaurant and provide us with their applicable contract information and proof of liability insurance upon request. You acknowledge that you are responsible for ensuring that any contractor performs any design, construction or remodeling of the Restaurant in accordance with our standards and specifications. We have the right to require you to submit periodic progress reports in such form and at such times as we reasonably request. You acknowledge that we cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Restaurant, equipment, signage, Information System or other items. YOU ACKNOWLEDGE THAT EQUIPMENT, ADDITIONS, ENHANCEMENTS, ALTERATIONS, MAINTENANCE AND RENOVATIONS REQUIRED BY US MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM OF THIS AGREEMENT.

11. Operations; Standards of Quality; Inspections.

(a) Principal Operator. You must designate an individual to serve as the "Principal Operator" of the Restaurant, provided, if you are developing and operating multiple Restaurants pursuant to a Development Agreement, you need designate only one Principal Operator for your operation, not one for each Restaurant. The Principal Operator must meet the following qualifications:

(i) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, which rights are evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

(ii) The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant and, as required in this Agreement, must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement.

(iii) The Principal Operator must be a person approved by us who completes our initial training requirements and who must participate in and successfully complete all additional training as we may reasonably designate.

(iv) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communications with customers and us.

(v) The Principal Operator must interact with us and our representatives in a positive, constructive, responsive and respectful manner.

(vi) The Principal Operator must attend and participate in all events, meetings and webcasts that we reasonably designate.

(vii) The Principal Operator must continue to meet the standards of the System.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. Any sale or transfer of any portion of the Principal Operator's interest in you, if any, that would reduce the Principal Operator's equity interest or voting rights in you to less than 5% of the total is deemed a transfer of an interest and is subject to the terms and conditions of Section 14 hereof; and any failure to comply with such terms and conditions is a default by you under this Agreement. However, if the Principal Operator owns 5% or less of you, then a transfer of the Principal Operator's interest to you, another shareholder, member or partner of you or to a successor Principal Operator does not require our consent, is not be subject to our right of first refusal and no transfer fee will be required. You must promptly notify us in writing of any such transfer and provide all information about the transferee and the terms of the transfer as we may reasonable request. If it is determined that you have designated an unapproved Principal Operator, you will be considered in default of this Agreement and we may terminate this Agreement subject to any cure periods outlined herein. Such unapproved Principal Operator must be removed immediately regardless of any cure periods.

(b) Management of the Restaurant. The Principal Operator must personally devote his/her full time and best efforts to the management and operation of the Restaurant in order to ensure compliance with this Agreement and to maintain our high standards. Management responsibility includes: presence of the Principal Operator or a designated manager at the Restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; maintaining the highest standards of customer service; and supervising employees to ensure that the highest standard of service is maintained.

(c) Compliance with Our Standards. You have full responsibility for the conduct and terms of employment for your employees and the day-to-day operation of your business, including hiring, termination, pay practices and any other employment practices. However, in order to ensure compliance with the quality standards and other requirements of the System, you must operate and maintain the Restaurant through strict adherence to the standards, specifications and policies of the System as they now exist, and as they may from time to time be modified. Such standards and policies include: (i) specifications and preparation methods for food and beverages; (ii) hours of operation (provided, the days and hours of operation may conform to the schedule of events at the Location and/or other restrictions imposed by the owner or licensor of the Premises and/or the Location); (iii) menu items and services offered; (iv) requirements and specifications for uniforms and/or attire of Restaurant personnel; (v) use of specified emblems and Marks on containers, bags, boxes, napkins; (vi) methods of payment accepted from customers; (vii) data privacy and security; (viii) maintenance, cleanliness, sanitation and public health precautions and procedures; (ix) handling of customer complaints and maintaining the highest levels of customer

service; (x) required furnishings and equipment, (xi) specifications and approval or disapproval of certain furnishings or equipment; (xii) use of certain sales channels, and (xiii) all required provisions of the Manuals. You acknowledge that our specifications and standards with respect to public health or safety, or the health or safety of employees and data privacy and security may be stricter or more rigorous than the requirements of applicable laws and that you must in all cases adhere to our standards and specifications .

(d) Training. You will, at your own expense, conduct at the Restaurant such training and instruction, using such materials, equipment and supplies, as we may reasonably require from time to time. Should any employee or prospective employee of yours perform work that in our reasonable judgment requires additional operational training, skills or knowledge, such employee must take part in such additional training and instruction. You are solely responsible for all wages, travel and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide or require.

(e) Manuals. We will lend to you one or more manuals that contain: (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by us; and (ii) information relative to other obligations hereunder and the operation of the Restaurant (the "Manuals"). The Manuals at all times remain our sole property. We may, from time to time, revise the contents of the Manuals. To the extent that we deem it necessary or appropriate, we will provide you with policy and procedure statements or other written notice of specifications, standards and procedures. You will promptly adopt and use the formulas, methods, procedures, policies, menus, recipes, food products and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued and/or as modified from time to time by us. You acknowledge that all information in the Manuals, policy and procedure statements and other notices constitute confidential information and trade secrets, and may not be disclosed at any time by you. You will not copy any part of the Manuals or any other communication or information provided by us.

(f) Variations in Standards. You may not implement any change to the System without our prior written consent. However, because complete and detailed uniformity under varying conditions may not be possible or practical, we specifically reserve the right, in our sole discretion and as we may deem in the best interests of you or the Chain, to vary the System, including specific standards, policies and/or procedures, within the Restaurant or any other restaurant(s) in the Chain based upon peculiarities of a particular location or circumstances, including: density of population and other demographic factors; size of the Territory; business practices or customs; and any other condition that we deem to be of importance to the operation of such restaurant(s) or the Chain. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices in the Chain and that you are entitled to require us to grant like or similar variations or privileges to you.

(g) Your Developments. We have the right to use and incorporate into the System for the benefit of other franchisees and us any modifications, ideas or improvements, in

whole or in part, developed or discovered by you or your employees or agents, without any liability or obligation to you or the developer thereof.

(h) Compliance with Laws and Other Business Practices. You will ensure that your operation of the Restaurant is at all times in compliance with all applicable laws, ordinances, rules and regulations of all governmental bodies, including, without limitation; all federal and state wage and hour laws and regulations; all laws and regulations relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices; all applicable tax laws, including sales tax, payroll tax and income tax laws and regulations; workers compensation and other insurance laws and regulations; and all laws and regulations relating to public health or safety or health or safety of employees. As part of your responsibility to comply with all applicable tax laws, you must collect, at the applicable time of sale, all sales and use tax exemption certificates and documentation (which must be properly completed) that you are required to collect in connection with sales that are exempt from sales and use taxes, and you must retain all such exemption certificates until the applicable statute of limitations has expired. It is your sole responsibility to determine the provisions and requirements of applicable law and to ensure your compliance. We do not represent that we have detailed knowledge of the laws and regulations of the state, locality or other legal jurisdiction in which the Restaurant is located. In any case, we do not dispense legal advice to you and therefore we do not undertake to evaluate or make any judgment with respect to your compliance with applicable law. However, under Sections 19.(b) and 19.(c), we reserve the right to invoke our contractual remedies if you are found to be in violation of any law or regulation by the legal authority charged with enforcement of such law or regulation or via a civil proceeding, or if any such violation otherwise comes to our attention. You agree to secure and maintain in force all required licenses, permits and certificates. You shall file all tax returns and pay all taxes before they become delinquent. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis. Additionally, if requested, you shall provide us with quarterly evidence of proper sales tax exemption certificates for any sales to tax exempt groups (i.e. schools, churches, and other non-profits).

(i) PCI Compliance. You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(j) Anti-Terrorism Measures. You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti- Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a

significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

(k) Privacy and Data Protection. You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("Personal Information") in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("Privacy Laws"); (ii) employ administrative, physical, technical and organizational safeguards that: (a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information ("Safeguards"); and (b) meet or exceed industry standards regarding Safeguards, including payment card industry ("PCI") standards, norms, requirements and protocols to the extent applicable; (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (v) refrain from any action or inaction that could cause us to breach any Privacy Laws; (vi) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals' offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(l) Courtesy; Cooperation. At all times and under all circumstances, you and your employees will treat all customers and other persons, including our agents, officers, and employees, with the utmost respect and courtesy and fully cooperate with us and our agents, officers and employees in all aspects of the franchise relationship.

(m) Inspections. An agent, officer or employee of ours may make inspections of the Restaurant to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of the Restaurant and all areas of the Restaurant at any time during normal business hours. Such inspections may include: (i) reviewing sales and order forms; (ii) observing the Principal Operator and all managers and your other employees; (iii) interviewing any such persons; (iv) interviewing customers of the Restaurant in order to evaluate your performance and to ensure that the Restaurant is being operated in accordance with the requirements of this Agreement and the Manuals; and (v) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of the Restaurant, as we consider necessary or appropriate to ensure compliance with the then-current quality standards and other requirements of the System and to protect the goodwill and image of the System.

(n) Guidance. You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Restaurant. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Restaurant or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

(o) Customer Complaints. You agree to promptly respond to and take reasonable steps to attempt to resolve all valid customer complaints. You agree, upon our request (email acceptable), to provide us with detailed information regarding a complaint and its actual or attempted resolution. If in our reasonable judgment we determine such complaint is detrimental to the image of the brand and we do not believe you have sufficiently resolved or attempted to resolve the complaint, we may effect a resolution and charge any reasonable costs we incur back to you.

12. Products; QCC's; Menu.

(a) Products. You will use only those food items, ingredients, beverages, cooking materials, containers, boxes, cups, packaging, menus, uniforms, and other products and materials in the operation of the Restaurant as we specifically designate or approve. You shall maintain all such products and materials in sufficient supply as to remain in compliance with the standards of the System. You may be required to purchase from us certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider to be integral to the System. We may require that certain products be purchased from one or more designated suppliers. Products other than those required to be obtained from us or a designated supplier may be purchased from any source, provided that the particular supplier and products have been approved by us. We may, from time to time, amend the list of approved products and suppliers. You acknowledge that we, our Affiliates or the Marketing Fund may, from time to time, derive revenue from designated or approved suppliers based on the sale of products to you and our other franchisees. We will disclose all such revenues and the identity of the suppliers to you, but we are

entitled to retain such revenues for our or our Affiliates' own use and credit without obligation to you.

(b) Quality Control Centers. PJ Food Service, Inc. ("PJFS") currently supplies designated and approved products to Papa Johns restaurants owned by us or our Affiliates and those of our franchisees from quality control centers that are owned and operated by either PJFS or us (the "QCCs"). PJFS is currently the only designated supplier of dough and Papa Johns proprietary pizza sauce for use by Papa Johns restaurants and you must purchase dough and pizza sauce from PJFS or a designated representative unless and until such time as a successor supplier of dough and/or pizza sauce is designated. PJFS has no obligation to continue supplying you or to continue to operate a QCC , may require the utilization of third-party suppliers and distributors, and may make other supply chain modifications as it deems reasonably necessary. If PJFS ceases operating a QCC capable of supplying the Restaurant or terminates service to you (other than as a result of the termination or expiration of the Franchise), we will provide you with the name, address and phone number of an alternative approved supplier(s) or distributor(s) and the products to be purchased from such supplier(s) or distributor(s). All purchases by you from the QCCs are on the terms and reasonable delivery policies and procedures specified from time to time by PJFS, including your provision of safe and unobstructed access to the Restaurant for the purpose of effecting both attended and unattended deliveries, including dates and times which may be designated by PJFS, which may include times when the Restaurant is closed. PJFS, through us, hereby reserves the right to specify different terms for different franchisees and to change delivery methods and schedules in its reasonable discretion. We make no representations or warranties about any of the services performed by or any of the products produced or sold by or through PJFS or any other designated supplier.

(c) Alternative Suppliers. If you desire to: (i) use any equipment, supplies or other products not previously designated and approved by us; (ii) obtain designated products from a source of supply not previously approved by us; or (iii) offer any non-standard menu item or service in the Restaurant, you must furnish to us for our prior approval, free of cost, samples of such products (or a description and demonstration of any such service) in reasonable quantities, its cartons, containers and packaging and wrapping material, the quality and style of which are subject to our approval. Such distributor, supplier, products or services will be approved for use in the Restaurant only upon your receipt of written approval from us. We may withdraw our approval of any previously approved supplier, products or services and you must cease using such products, supplier and/or services upon receipt of written notice from us. In connection with our qualification of any alternative supplier identified and submitted for approval by you (including re-qualification of any supplier that, after our initial qualification and approval, fails to adhere to or maintain our quality standards or specifications) or approval of any non-standard menu item that you desire to offer, you must reimburse to us all of our reasonable expenses incurred in investigating such alternative supplier or establishing standards for, and approving the offering of such non-standard menu item or service and the supplier(s) thereof (or ingredients therefor, as the case may be), in each case including all travel, lodging and meal expenses of our employees or agents. We will not unreasonably withhold or revoke approval of any qualified third party product or supplier.

(d) **Commercial Terms**. We will have no responsibility for the commercial terms of transactions between you and your distributors and suppliers. The terms and conditions of your purchase of goods from suppliers (including our Affiliates) will be upon the terms and conditions established by such suppliers from time to time, or through your independent bargaining with such distributors or suppliers. This Agreement does not establish the commercial terms of any purchase and sale transaction between you and any supplier (including our Affiliates). To protect the business reputation, image and goodwill of the System and the Chain, you will promptly and within the due time allowed, make payment to all suppliers of goods and services sold or provided to you in connection with the construction, equipping and operation of the Restaurant, including us, our Affiliates, and our designated suppliers, excepting only non-payment resulting from a bona fide dispute with a vendor. You will disclose to us the terms of purchases from approved suppliers, including all revenues, rebates, and discounts that you or your affiliates receive from any supplier.

(e) **Menu Items.** You will: (i) offer for retail sale, and carry on your menu, only those types, sizes, styles and brands of pizza, pizza dough, pizza sauce, toppings, beverages, and other products as we specify from time to time; and (ii) offer the menu items and services that we specify or designate from time to time as mandatory for the Restaurant, including (A) items that are temporary promotion items, and (B) non-food items and services that are integral to systemwide or national promotional programs. You will not sell or carry on your menu any food items or other products, or provide any services, that we have not specified or approved for the Restaurant. You acknowledge that as long as the Restaurant is classified as a Non-Traditional Restaurant, you may not be required (or permitted) to offer the full range of menu items offered by a typical traditional Papa Johns restaurant. The menu offerings will be determined in consultation with our operations team. We reserve the right to require, approve, or disapprove any menu item.

(f) **Pricing.** You have the sole responsibility for establishing your prices, provided however: (i) we may set mandatory maximum price points for national promotions to the extent permitted by law; (ii) you will not make or collect any delivery charge or other separate charge for delivered products nor require any delivery minimum not approved by us in our reasonable discretion, regardless of how named or characterized, without our reasonable approval; and (iii) you will not enter into any agreement, arrangement or concerted practice with any other person whatsoever, in violation of any applicable law relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices.

(g) **Service.** You may not sell any items on a delivery basis and you may not provide delivery service from the Restaurant without our consent, provided, that the foregoing does not prohibit you from: (i) serving customers within the Location by any means other than delivery via licensed motor vehicle; or (ii) transporting menu items to remote sales stations within the Location from one or more centralized cooking or preparation stations within the Location, other than by licensed motor vehicle.

13. Accounting and Reports.

(a) **Accounting**. We may lend to you and/or the person(s) who will be preparing your reports and financial statements for each Period or year-end one or more manuals, which manual(s) may contain mandatory and/or optional accounting procedures, forms, chart of accounts and other items deemed relevant or necessary by us. You must direct your bookkeeper/accountant to follow all mandatory policies, procedures, forms, formats and other items set forth in such manuals. The accounting manual(s) constitute part of the "Manuals" as defined in this Agreement.

(b) **Recordkeeping.** You must: (i) establish and maintain accounting and record keeping systems substantially in accordance with the specifications and procedures provided by us and as amended from time to time, including maintaining accounting records on a basis enabling or facilitating reporting to us according to monthly or multi-week periods designated by us (each such accounting period is referred to as "Period"); (ii) make all such records available to us upon request; and (iii) maintain and preserve, for at least five years from the date of preparation, full, complete and accurate books, records and accounts.

(c) **Periodic Reports.** Upon our request, you will deliver to us complete copies of: (i) a statement, in the form prescribed by us, of the revenues and expenses of the Restaurant for the immediately preceding Period; and (ii) such other records and reports as are reasonably requested by us, including bank statements, sales and expense forms and reports, debt statements and reports outlining all debt owed including information on the structure and key terms, a current balance sheet in the form reasonably required by us or our Affiliates, and other reports detailing your capital structure. Any such reports should clearly identify revenue, expenses, and other data requested of the Restaurant, and such information shall not be combined with information for any other business you may operate, including any other Papa Johns restaurants. Required monthly reports (or more frequent as required by us) will continue to be provided in the format we approve until we advise in writing otherwise.

(d) **Year-End Reports.** Within 120 days following your fiscal year end, you will provide us with copies of your financial statements relating to operation of the Restaurant, including an income statement for the fiscal year just ended and a balance sheet as of the end of such fiscal year, which financial statements must be prepared in accordance with generally accepted accounting principles applied on a consistent basis. You must: (i) furnish us with copies of all state sales tax returns as we request from time to time; and (ii) promptly notify us if any such return is not timely filed, or if any extension is filed, and the reasons therefor.

(e) **Examinations and Audits**. We or our designated agents have the right, at all times and upon reasonable notice, to review all your sales and expense records and reports that relate to the Restaurant, as well as all sales and use tax exemption certificates that you are required to collect and retain, and to examine or audit your books and records and to make copies of all such items. If any such examination or audit discloses any underpayment of the Royalty, Marketing Fund payments, or any other sums or fees owed to us and/or any of our Affiliates, you must immediately pay the deficient amount plus interest thereon from the date due until paid, at a rate equal to the lesser of 12% per annum or the maximum amount permitted by applicable law. All payments received will first be credited against interest due and then against other payments due. If such an examination or audit discloses an understatement in any statement or report of 5% or more, you must, in addition to the above provision, reimburse us for the cost of having your books examined

or audited. The foregoing are in addition to any other rights or remedies we may have, including the termination of the Franchise granted herein.

(f) Organizational Records. You agree to furnish any applicable organizational records including as applicable any articles of incorporation, bylaws, partnership agreements, operating agreements or other similar agreements which we request. You will promptly furnish to us any amendments to such organizational document.

14. Transfers.

(a) Transfer Defined. For purposes of this Agreement, "transfer" means any issuance, sale, assignment, gift, grant, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, or transfer in substance of a beneficial interest in the Restaurant or all or a substantial part of its assets (including transfer of an interest in or right to receive the profits of the Restaurant or the obligation to bear the risk of loss incurred in the operation of the Restaurant) even if not formally styled as a transfer of ownership of the Restaurant, and any ownership or structural changes in you or any beneficial owner in you, including any merger, reorganization, issuance of additional shares or classes of stock or additional membership or partnership interests.

(b) Assignment by Us. We may assign this Agreement or any or all of the rights, interests, benefits or obligations arising hereunder without restriction. Upon any assignment of this Agreement by us, we will automatically be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(c) Transfers by You. Your rights and interests under this Agreement are and remain personal to you. You recognize that we have granted the Franchise in reliance on your business and financial capacity and other attributes, and in reliance upon the Owner Agreement. Accordingly, neither you nor any beneficial holder of any capital stock or other ownership interest in you (if you are a corporation or other entity) may, without obtaining our prior written consent, transfer: (i) any interest in the Franchise or this Agreement (including any security interest); (ii) any material portion of your assets or the assets of the Restaurant; or (iii) any stock or other ownership interest in you or any owner of you; except as provided in this Section 14.(c). We have the right to communicate with both you, your counsel, if any, and the proposed transferee on any aspect of such proposed transfer. Our consent to a particular transfer does not constitute consent to any subsequent, modified, or different transfer and does not constitute a waiver of any claims that we have against you. Any attempted transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement. If you grant a security interest in your assets to secure a loan for purchase of the Premises or construction, leasehold or equipment costs, you will ensure that the secured party agrees in writing that: (A) upon default by you, it will notify us and we will have the right, but not the obligation, to be substituted as the debtor and to cure the default; and (B) any acceleration of indebtedness provisions of the loan documents will not be exercisable if we cure the default and assume the indebtedness. Upon the occurrence of a default and our election to assume the indebtedness, the Franchise and this Agreement automatically terminate and we have the right

under Section 20 to purchase the assets used in the Restaurant. The purchase price as determined under Section 20 will be reduced by the amount of the debt that we assumed.

(i) Restricted Transfers. Except for Permitted Transfers as described in subsection 14.(c)(vii) below, you must give us at least 45 days prior written notice of any intended transfer of any of your rights or interest under this Agreement or of the proposed transfer of any interest in you, the Restaurant, or any material portion of your assets or the assets of the Restaurant. Subject to the conditions set forth in Section 14.(c)(vi) below, we will not unreasonably withhold our consent to a proposed transfer.

(ii) Right of First Refusal. Irrespective of the qualifications or acceptability of any prospective transferee, we have the first right and option to purchase the interest intended or proposed to be transferred at the same price and on the same terms between you and the prospective transferee contained in the notice, except that:

(A) any proposed closing date or other deadlines or dates certain contained in the notice may be postponed as reasonably necessary or appropriate to accommodate our 45-day evaluation period as described below;

(B) our right of first refusal applies to transfer of the real property of the Location only if the proposed transfer includes, or is part of a series of separate transfers that include, transfer of the Restaurant and/or the Franchise;

(C) we will not be bound by any term or condition in the notice that purports to waive, nullify or alter our right of first refusal or condition or restrict our exercise thereof, that purports to bind or place an obligation on us rather than on you or your proposed transferee, that purports to trigger a termination of the transaction or give you the right to withdraw from the transaction if we exercise our right of first refusal or that purports to be or would in effect constitute an amendment to this Agreement;

(D) if the Restaurant or interest therein or in you is being transferred together with other assets or interests not directly related to the Restaurant or its operations, we may exercise our right of first refusal with respect to the Restaurant or interest therein or in you separate and apart from such other assets or interests and we will not be obligated to purchase any other assets or interests in order to exercise our right of first refusal with respect to the Restaurant, interest therein or in you;

(E) we will not be bound by any allocation of purchase price between the Restaurant, interest therein or in you and other assets or interests that we are not obligated to purchase; and

(F) our purchase option does not apply to Permitted Transfers or Conditional Transfers (as defined in Section 14.(c)(vii) below).

(iii) Review Period; Exercise. Our right commences and is exercisable for a period of 45 days from the date we receive written notice of the proposed transfer, provided, if

you are transferring the Restaurant as part of a single transaction or a series of related or substantially contemporaneous transactions involving 50 or more Papa Johns restaurants, we may, at our option, extend the exercise period for an additional 15 days, upon written notice to you. To be effective, the notice of proposed transfer must include, at a minimum:

(A) the name of the proposed transferee and the name and address of each proposed owner thereof;

(B) a fully executed Letter of Intent in substantially the form attached as Exhibit B or a fully executed sales agreement containing the material terms of the proposed transfer;

(C) copies of all leases (and deeds for the Restaurant(s) if real property is included in the sale);

(D) an income statement for each Restaurant for the full prior year and year-to-date for the current year, unless the notice of transfer is delivered during the first fiscal quarter of a year, in which case income statements for the previous two years must be submitted; and

(E) a listing of the material assets to be conveyed.

The 45-day period will not begin until you have provided written notice of the transfer and all the foregoing information, including any additional information reasonably related to the foregoing, has been provided to us. If a Letter of Intent is provided in conjunction with the written notice, you must promptly provide any applicable Purchase Agreement once executed. During this 45-day period (or, if extended, 60-day period), you must give us or our designated representatives or agents access to the Restaurant(s) to inspect facilities, signage and equipment and we may contact landlords as necessary. If we exercise our right of first refusal and no form of purchase agreement is provided with your notice, the transfer to us must be completed pursuant to our then standard transfer agreements, including, but not limited to, our standard Asset Purchase Agreement, Bill of Sale, and Assignment of Lease. If we exercise our right of first refusal you agree to take all reasonable action necessary to assign the lease with the lessor of the Restaurant to us. We may assign our first right and option to an Affiliate at any time during our 45-day (or, if extended, 60-day) evaluation period.

(iv) Valuation. Should the proposed transfer not involve payment of any consideration or involve the payment of any non-cash consideration, we have the option to purchase the interest at a price equal to the fair market value of such interest. We may determine the fair market value using fair and reasonable methods. We will make such determination as promptly as practicable, but in no event later than 45 days (or 60 days, if extended as provided herein) after we have received fully complete notice of the intended transfer, including all items specified above. If you disagree with the value as we determine, then you and Papa Johns must each hire an appraiser (or a single appraiser, if you and Papa Johns so agree) to value the interest. If the appraisals are within 10% of each other (measured from the higher of the two appraisals), then the difference between the two will be equally divided to establish the price at which we may exercise our first right and option. If the difference between the appraisals is greater than 10%, then the issue of the fair market value of the interest will be determined by a third appraiser selected

by the other two appraisers and whose decision will be final and binding, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers.

(v) Approved Transfers. If we decide not to exercise our right of first refusal, and if we approve the transfer in writing, you (or the transferor of an interest in you) may make the proposed transfer on the exact terms and conditions specified in your notice to us, within 60 days after the expiration of our first right and option. If there is any change of the proposed transferee or material change in the terms of the transfer or the assets or interest(s) to be transferred, or if the transfer is not consummated within such 60-day period, you may not thereafter may any transfer without against complying with this Section 14.(c). You must keep the bank account designated for the Payment Methods (as provided in Section 3.(e)(i)) open for a minimum of 30 days after the transfer and to fund such account in sufficient amounts to permit us to use the Payment Methods to collect amounts owed to us and/or any of our Affiliates in connection with your operation of the Restaurant. In the case of an approved transfer of this Agreement and/or the assets of the Restaurant, the transferee has the option of assuming this Agreement for its then remaining term or executing a new agreement in the form of the then current Franchise Agreement being offered to Papa Johns franchisees with a term equal to the remaining Term hereof (except that no Initial Fee will be due); provided that the transferee must make the same election for all Restaurants it is acquiring from you.

(vi) Conditions on Transfer. We will not unreasonably withhold our consent to a proposed transfer if all of the following conditions are satisfied:

(A) we have decided not to exercise our right of first refusal as provided above;

(B) subject to your right to receive notice and an opportunity to cure, you are then in full compliance, and remain in full compliance until the date of transfer, with this Agreement and there are no uncured defaults by you hereunder or we have given you notice of default and you cure it within the earlier of the proposed transfer date or the time specified in Section 19, and all your debts and financial obligations to us and our Affiliates under this Agreement or otherwise are current and your obligations to the Marketing Fund and, if applicable, each Cooperative of which you are a member are current;

(C) you and the proposed transferee execute and we receive fully executed copies of such documents as we reasonably require to evidence the transfer including documents evidencing that such transferee has assumed your obligations under this Agreement and that you will remain liable to us for all obligations in connection with this Agreement prior to the transfer, and if required by us, the proposed transferee executes, and in appropriate circumstances causes such other parties as we require to execute, our then-current form of Franchise Agreement, Owner Agreement, and other then-current ancillary agreements, which documents may be substantially different than those you entered into in connection with this Agreement;

(D) the proposed transferee enters into an Advertising Agreement with the Marketing Fund and also becomes a member of the Cooperative to which the Restaurant is required to contribute;

(E) before the date of the proposed transfer, the proposed transferee's Principal Operator and managers undertake and successfully complete, to our satisfaction, such training and instruction as we deem necessary;

(F) the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) completes and satisfies the then standard background check requirements and we are satisfied that the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) meets all of the requirements for our new franchisees applicable on the date that we receive notice of the proposed transfer while taking into account the number, geographic scope, and proximity of operations for the Restaurants to be transferred, including, but not limited to, good reputation and character, business experience, restaurant management experience, evidence of compliance with non-competition requirements, geographic scope and proximity of existing operations, including, but not limited to, good reputation and character, business experience, restaurant management experience, evidence of compliance with non-competition requirements, geographic scope and proximity of existing operations, and financial strength and liquidity;

(G) you and any owner transferring an interest in you acknowledge and agree in writing that you and they are bound by the non-competition and confidentiality provisions set forth in this Agreement and in the Owner Agreement (and any similar provision in any other document that either you or they have executed) to the maximum extent allowed under applicable law;

(H) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated;

(I) you pay to us a transfer fee of $4,000, provided that, if the proposed transfer is of the Restaurant together with one or more other Papa Johns restaurants owned by you to more than one transferee not under common ownership, then the total transfer fee will be an amount equal to $4,000 per transferee, and provided further that if such multiple transferees are under common ownership you shall be charged a total transfer fee of $8,000;

(J) you perform, or the proposed transferee agrees in writing to perform, such maintenance, remodeling and re-equipping of the Restaurant as we specify in writing, which may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment;

(K) the proposed transferee and all owners of any interest in a transferee that is an entity provide to us, at least 45 days before the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws, articles of organization and operating agreement (if an LLC) or

agreement and certificate of partnership (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership as we may reasonably request; and

(L) you or the proposed transferee provides written evidence that the proposed transferee has obtained any required consents from the lessor of the Restaurant or any federal, state, or local authorities; and

(M) the proposed transferee, if applicable, is in compliance with any existing agreements with us or our Affiliates.

(vii) Conditional Transfers. If a member, partner or shareholder of you proposes to transfer all or a portion of such interest in you to another member, partner or shareholder or to you and such transfer would effect a change of "control" (as defined below) of you or your business operations, such transfer is subject to our prior written consent and we may condition our consent on compliance with all the conditions set forth in Sections 14.(c)(v) and 14.(c)(vi), provided: (A) our right of first refusal does not apply; (B) the transfer fee will be reduced to $2,000; and (C) no maintenance, remodeling or re-equipping of the Restaurant will be required solely in respect of the transfer (but our rights under this Agreement to otherwise require maintenance, remodeling, re-equipping, or enhancement of the Restaurant will not be affected). As used herein, "control" means either: (1) 50% or more ownership interest in you; or (2) the power to direct the conduct or management of your business affairs, with or without majority ownership.

(viii) Permitted Transfers. You must provide us at least thirty (30) days prior written notice of a Permitted Transfer. The following transfers are "Permitted Transfers":

(A) **No Change of Control.** A member, partner or shareholder of you may transfer all or a portion of such stock or other ownership interest in you to another member, partner or shareholder or to you in a transaction that does not effect a change of control of you and such transfer will not be subject to our consent or right of first refusal and no transfer fee will be required. You must promptly notify us of any such transfer and provide us with sufficient documentation evidencing the transfer.

(B) **Transfers to Descendants or Family Trusts.** Notwithstanding anything to the contrary in this Section, we will not withhold our consent to a proposed transfer of the ownership interests of any owner (the "Owner") of an interest in the Franchisee, either *inter vivos* or upon the death of such Owner, to his or her spouse, immediate family members, direct descendants or a family trust or limited partnership in which the Owner's spouse, another Owner or a state or national bank is the sole trustee or the sole general partner (collectively, a "Trust," and the proposed transfer is referred to as a "Pre-Approved Trust Transfer"); provided the spouse, immediate family member or descendant meets all conditions and qualifications required of transferees, except for those conditions inapplicable to Permitted Transferees as outlined herein, and that the Franchisee, the Owner and the Trust agree to:

(1) furnish to us such documents and information concerning the proposed transferee as we may request, including copies of the Trust document, a list of direct and indirect beneficiaries of the Trust (which must be the Owner's

spouse, immediate family members or direct descendants via birth or adoption), and an undertaking: (a) by the beneficiaries not to transfer their interests in the Trust without our prior written approval; and (b) by the Trust that the Trust acknowledges and agrees that ownership interests in you that are held by the Trust remain subject to the transfer provisions of the Franchise Agreements and the Owner Agreement; and

(2) enter into such transfer agreements with us as we may reasonably specify, which agreements may require a transfer of the Agreements to the Trust, a general release by Owner or his/her Authorized Representative, and new personal guarantees from the Trust and/or the beneficiaries of the Trust.

If these conditions are fully satisfied, we will not charge a transfer fee as provided herein; provided, however, that Franchisee or the transferring Owner must instead reimburse us for the out-of-pocket costs (including reasonable attorneys fees), if any, that we incur in connection with a Pre-Approved Trust Transfer effected pursuant to this Section.

If the spouse, immediate family member or descendant, does not immediately satisfy all of the conditions and qualifications required of transferees, such spouse, immediate family member or descendant shall have a reasonable amount of time, not to exceed three (3) months, to satisfy such conditions and qualifications. If such spouse, immediate family member or descendant is unable or unwilling to satisfy such conditions and qualifications after such three (3) month period, Franchisee will have an additional three (3) months to transfer such interest to a qualified third party.

(ix) **Securities Offers.** In the event of any transfer or proposed transfer involving materials or solicitation for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are subject to the Securities Act of 1933, the Securities and Exchange Act of 1934, and/or any applicable state blue sky laws you must:

(A) notify us at least 60 days in advance and provide us with any records or documents that we reasonably request;

(B) not include in any offering documents relating to such offering any information, data, forecast or statement to which we reasonably object and not omit any information, data or statement whose inclusion we determine, in our reasonable judgment, is necessary to cause the documents not to be misleading;

(C) include in any offering document or registration filing in connection with the offering, such statements as we reasonably request, such as, by way of illustration and not of exclusion or limitation: (1) that Papa Johns is not participating in the offering; and (2) that Papa Johns makes no representations concerning the offering and has not verified or joined in any statements or representations made by you in any offering document or filing in connection with the offering.

(D) agree that: (1) our review of any offering will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); (2) we will have the right, but not obligation, to require that you revise the offering materials to remove language that violates the limitations stated above; and (3) we will have the right, but not obligation, to require

that you revise the offering materials to add a written statement that we require concerning the limitations stated above. You also agree to reimburse us for our reasonable costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials; and

(E) agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review, if requested, all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering.

15. Death, Incapacity or Dissolution.

(a) Transfer Upon Death, Etc. Upon your death or permanent incapacity; or, if you are a corporation, limited liability company, partnership or other entity, upon the death, incapacity or dissolution of any owner of any interest in you; the executor, administrator, conservator, trustee or other representative of such person or entity must assign such interest in the Franchise, or such interest in you, to us or a third party approved by us; provided, that if the transferee is a Permitted Transferee, our right of first refusal does not apply and no transfer fee will be payable. Further, if an approved transfer involves less than 25% of the ownership of you, no transfer fee will be payable. If you are one or more individuals and any of you dies or becomes permanently incapacitated, and if the law of the jurisdiction where the Restaurant is located so provides, nothing contained in this Section will deny your spouse, heir(s) or personal representative the opportunity to participate in the ownership of the Franchise for a reasonable time after your death or incapacity, provided that: (i) this Agreement is valid and in effect; (ii) the spouse, heir(s) or representative meets all conditions and qualifications otherwise required of transferees; and (iii) such spouse, heir(s) or representative maintains and complies with all standards and obligations contained in this Agreement. An assignment under this Section 15 must be completed within a reasonable time, not to exceed 9 months from the date of death, permanent incapacity or dissolution and is (except as otherwise provided above) be subject to the terms and conditions applicable to lifetime transfers contained in Section 14, including our right of first refusal.

(b) Management by Us. Pending assignment, if the Principal Operator ceases managing the Restaurant and another shareholder, member, partner or employee of you that qualifies as the Principal Operator does not assume such obligations, we may, at our sole option, appoint a manager to operate the Restaurant for your account. All expenses of the Restaurant, including compensation, travel and living expenses, and other costs of the appointed manager, and a reasonable per diem fee for our administrative expenses, will be charged to you. Operation of the Restaurant during any such period will be for and on your behalf. The appointed manager will have a duty only to utilize his or her best efforts in the management of the Restaurant and neither we nor the appointed manager will be liable to you or your owners for any debts, losses, liabilities or obligations incurred by the Restaurant, or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which it is managed by our appointed manager.

16. Your Operational Covenants.

(a) Limitations on Activities. If you are a corporation, limited liability company, partnership or other entity, you will not at any time during the Term of this Agreement own, operate or have any interest in any other business or business activity other than the operation of Papa Johns restaurants pursuant to agreements with us. If you are an individual and are also the Principal Operator, you have disclosed to us all businesses in which you have an interest, or are engaged in, and covenant that you will notify us of any intention to participate or engage, directly or indirectly, in any other business activity at least 30 days before undertaking such activity or becoming a party to any agreement or understanding relating to such activity. You will provide us with such information in regard thereto as we may reasonably request and will not engage or participate in any such activity unless you receive our written consent.

(b) Execution of Ancillary Documents. Simultaneously with the execution of this Agreement, you will cause each person or entity owning any beneficial interest in you to execute an Owner Agreement in the form provided by us.

(c) Your Non-Compete. You covenant that during the Term of this Agreement (including the Renewal Term, if applicable) you will not engage in any of the following activities:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa Johns restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business, directly or indirectly and irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service will not in itself be deemed violative of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

To the extent required by the laws of the state in which the Restaurant is located, the duration or the geographic areas included within the foregoing covenants, or both, will be deemed amended in accordance with Section 25.(a).

(d) Managerial and Supervisory Employees. You covenant that you will use reasonable efforts to cause all persons who are involved in managerial or supervisory positions to be trained and instructed to observe your covenants in this Section 16 and Section 17 as if they were personally and individually bound thereby.

(e) Copying. You will not copy or duplicate our System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, software, programs, know-how or other proprietary ideas or information nor will you convey, divulge, make available or communicate any such information to any third party or assist others in doing so (except as permitted or required by this Agreement).

(f) Validity of Marks and Copyrights; Registrations. You will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to equitable, monetary and punitive remedies and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as a result of such violation.

(g) Reasonableness of Scope and Duration. The covenants and agreements contained herein are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you will not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You acknowledge that you have other skills and resources and that the restrictions contained in this Section 16 will not hinder your activities or ability to make a living either under this Agreement or in general.

(h) Enforceability. We may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section, and that we will, in addition to all other remedies, be entitled to injunctive relief and specific performance. The covenants and agreements contained in this Section will be construed as separate covenants and agreements, and if any court or arbitrator makes a final determination that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenants and agreements may be enforced as to such reduced area, activity or time.

17. Trade Secrets and Confidential Information. You understand that we have disclosed or will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as approved by us, you

may not, during the Term or at any time after the expiration or termination of the Franchise, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurant or the System. You will disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate your business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as secret or confidential is deemed secret and confidential for purposes of this Agreement. Confidential and proprietary information does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this agreement; (iii) before disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process will not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

18. Insurance.

(a) Types and Extent of Coverage. You must obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises) under policies issued by carriers rated "B+" or better by A.M. Best Company:

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements of the Restaurant;

(ii) workers' compensation and other insurance required by law;

(iii) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you, providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for:

(A) Premises and Operations Liability;

(B) Products and Completed Operations Liability;

(C) Independent Contractors Protective Liability;

(D) Blanket Contractual Liability insuring the obligations assumed by you under this Agreement; and

(E) Incidental Medical Malpractice;

(iv) fire legal liability, with a minimum coverage limit of $500,000, unless you own the Premises or have a cross-waiver of subrogation with your landlord.

The limits of liability required for the policies specified in (iii) above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; and $2,000,000 general aggregate. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location if you operate at more than one location pursuant to multiple franchise agreements with us. You are also required to maintain an umbrella policy with a minimum of $1,000,000 of coverage, which must expressly provide coverage above the coverages listed above. We must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend.

(b) Other Insurance Requirements. Upon request, you will deliver to us copies of all such policies of insurance and proof of payment therefor. All policies required hereunder must provide that the insurer will endeavor to give us written notice not less than 30 days before the date the coverage is canceled, altered, or permitted to lapse or expire. We may, from time to time, increase the limits of any required policy of insurance.

19. Termination by Us.

(a) Automatic Termination. You will be in default under this Agreement, and the Franchise and all rights granted to you in this Agreement automatically terminate without notice to you, if: (i) you make a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by you; (ii) such a petition is filed against and not opposed by you; (iii) you are adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets and consented to by you; (v) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vii) a final judgment against you remains unsatisfied or of record for 30 days or longer (unless an appeal or supersedeas bond is filed); (viii) you are liquidated or dissolved; (ix) any portion of your interest in the Franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or

in your rights; (x) execution is levied against your business or property; or (xi) the real or personal property of your Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Upon Notice. You will be in default and we may, at our option, terminate the Franchise and all rights granted in this Agreement, without affording you any opportunity to cure the default, effective upon the earlier of receipt of notice of termination by you, or five days after mailing of such notice by us, if:

(i) at any time you cease to operate or otherwise abandon the Restaurant or forfeit the right to do or transact business in the jurisdiction where the Restaurant is located or lose the right to possession of the Premises; provided however, that if any such loss of possession results from the governmental exercise of the power of eminent domain or if, through no fault of yours, the Premises are damaged or destroyed, then you will have 45 days after either such event in which to apply for our approval to relocate or reconstruct the premises of the Restaurant (which approval shall not be unreasonably withheld), provided, that you must either relocate or begin and diligently pursue reconstruction of the Restaurant within 60 days after the event;

(ii) except as otherwise permitted in Sections 14 and 15, any owner of more than a 5% interest in you transfers all or part of such interest or you transfer any interest in the Franchise or a material portion of your assets or the assets of the Restaurant without our prior written consent;

(iii) you, or any person or entity owning an interest in you, are (or is) proven to have engaged in fraudulent conduct or are (or is) convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated therewith; provided, that if the act or conviction involves your owner, we will not terminate the Franchise if you notify us promptly after you learn of the event constituting the default and within 30 days of the date of the notice, that either: (A) the person or entity that committed the wrongful act has divested his, her or its entire interest in you; or (B) you obtain our consent for such owner to maintain his, her or its ownership interest;

(iv) an approved transfer is not effected within 9 months of your death or incapacity, or the death, incapacity or dissolution of any owner of an interest in you;

(v) you make any intentional, unauthorized disclosure or divulgence of the contents of any Manual or other confidential information provided to you by us;

(vi) you are repeatedly notified of being in default of any of the terms or requirements of this Agreement within any 12-month period, whether or not such defaults are timely cured after notice;

(vii) you fail to comply with any of your covenants set forth in Sections 16 or 17, fail to maintain the insurance coverages under Section 18, or make any material

misrepresentation to us or breach any warranty or representation made to us, whether in this Agreement or otherwise;

(viii) you knowingly or intentionally maintain false books or records or submit any false record, statement or report to us;

(ix) you, by act or omission, materially impair the value of, or the goodwill associated with, the Chain, any of the Marks or the System;

(x) an imminent threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant;

(xi) you fail to close the Restaurant within 24 hours of being required to do so pursuant to Section 19.(c)(v) below; or

(xii) you receive a written notice from a governmental or quasi-governmental authority that you are not complying with applicable law, and you do not begin complying with such law within fifteen (15) days after written notice of non-compliance from us, in the absence of a good faith dispute over the law's application or legality and without promptly resorting to an administrative or judicial forum for relief; provided, however, that if a notice from a governmental or quasi-governmental authority provides for a cure period of longer than fifteen (15) days, then such longer time period shall apply.

(c) Upon Notice and Failure to Cure. In addition to those defaults provided for under subsections (a) or (b) above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as provided under subsections (a) or (b) above, we will provide you with written notice and 30 days to cure or, if a default cannot reasonably be cured within 30 days, to begin within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 30-day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate the Franchise effective on the earlier of the date of receipt by you of notice of termination or 5 days after the mailing of such notice by us. Such defaults include the occurrence of any of the following events:

(i) you fail to construct, remodel, or commence operating the Restaurant in accordance with this Agreement;

(ii) you fail, refuse, or neglect to promptly pay any monies owing to us, our Affiliates or the Marketing Fund or a Cooperative when due, or to submit the financial or other information required under this Agreement;

(iii) any person or entity owning 5% or less of you transfers such interest in violation of this Agreement; provided, however, that your right to cure such a default will be conditioned upon you immediately notifying us of the improper transfer and taking all actions necessary to either: (A) obtain our approval thereof; or (B) if approval is not desired or the transfer or transferee is not approved by us, to re-acquire the interest so transferred;

(iv) you misuse or make any unauthorized use of the Marks;

(v) you, by act or omission in connection with the operation of the Restaurant, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body or an imminent threat or danger to public health or safety, an imminent hazard to the health or safety of Restaurant personnel, or other threat or danger of immediate and substantial harm to the System or the image and goodwill associated with the System and the Marks results from the construction, maintenance, or operation of the Restaurant (and, in the case of any such imminent threat or danger or any law, ordinance, rule or regulation for public or Restaurant personnel health or safety, we have the right to reduce the cure period to 72 hours and require you to close the Restaurant until the cure is effected);

(vi) you commit a material breach of the lease for the Premises or suffer or permit the existence of any condition that could result in your default or material breach of such lease;

(vii) you fail to comply with any mandatory standards, procedures, specifications, or requirements set forth in the Manual;

(viii) you fail or refuse to complete any mandatory training; or

(ix) you fail or refuse to implement or adhere to any requirements of the System as they may change from time to time.

(d) Materiality of Breaches. You acknowledge that a breach or violation of any term, covenant, condition, warranty, representation or other obligation by you (other than a breach or violation that may be cured under Section 19.(c) and is in fact cured within 15 days after notice) constitutes a material breach and default under this Agreement. Any breach or violation that may be cured under Section 19.(c) and that is not in fact cured within the 15-day cure period also constitutes a material breach and default under this Agreement.

20. Obligations upon Transfer, Termination or Expiration.

(a) Post Termination Obligations. Upon transfer, termination or expiration of the Franchise, all rights granted to you under this Agreement terminate, and you have the following obligations with respect to the Restaurant franchised under this Agreement:

(i) You must immediately cease to operate the business franchised under this Agreement, and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a Papa Johns franchisee with respect to such business.

(ii) You must immediately and permanently cease to use, in any manner whatsoever, all confidential information, website, methods, procedures and techniques used by or associated with the System, and the proprietary Marks "Papa John's," "Papa John's Pizza," and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the Papa Johns Chain, including in any website or domain name.

(iii) You must immediately return to us (or, if approved by us, to your transferee) any property held or used by you that is owned by us and cease to use, and either destroy or convey to us (or, if approved by us, to your transferee), all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

(iv) You must take such actions as may be necessary to cancel any assumed name or similar registration that contains the mark "Papa John's" or "Papa John's Pizza" or any other Mark, and you furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of the Franchise.

(v) You must promptly pay all sums owed to us and our Affiliates, and if the Franchise is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within 30 days or such longer period as may be necessary after written notice thereof from you, such sums include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default and the termination, which obligation will give rise to and remain, until paid in full, a lien in favor of us against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on the Premises on the date the Franchise terminated and we have the right to set off against and deduct any amounts owed to you by us or any of our Affiliates any or all sums owed to us or our Affiliates that remain unpaid 30 days after termination or expiration of this Agreement.

(vi) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

(vii) You must immediately deliver to us (or, if approved by us, to your transferee) all Manuals, policy and procedure statements, instructions, and other materials related to operating the Restaurant, including brochures, charts and any other materials provided by us and all copies thereof, and neither retain nor convey to another (other than an approved transferee) any copy or record of any of the foregoing and, in the case of expiration or termination of the Franchise, you must allow us to remove the Designated Software as described in Section 10.(c)(iv)(E).

(viii) You must comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(ix) You will not, for a period of two (2) years after the transfer, termination or expiration of the Franchise (the "Restricted Period"), regardless of the reason for any such termination or expiration, within a 10-mile radius of (1) the Restaurant, or (2) any business location at which we or an Affiliate or our franchisee then operates a Papa Johns restaurant or other Papa Johns business,

(A) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business, or directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account, or

(B) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity, provided that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation, or

(C) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

(x) If we terminate this Agreement based on your default (including if you abandon or otherwise cease to operate the Franchise), you agree to pay to us, as liquidated damages, which you acknowledge is not a penalty, an amount calculated as follows: (a) the average of your monthly Royalty that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your monthly Royalty for the number of months you have operated the Franchise); (b) multiplied by the lesser of 24 or the number of months remaining in the then-current term of this Agreement under Section 2 above. Notwithstanding the foregoing, if we approve the closure of the Location according to the then existing Store Closing Policy you will not be charged liquidated damages as described herein. Your payment of liquidated damages shall not affect our right to obtain appropriate injunctive relief or otherwise enforce our rights under this Agreement.

(xi) We shall have the option, to be exercised within fifteen (15) days after termination or expiration of your rights hereunder, to purchase from you any or all of the furnishings, equipment, signs, fixtures, supplies, the information systems or inventory related to the operation of

the Restaurant, at your cost or fair market value, whichever is less. This purchase option shall run simultaneously with the Asset Purchase Option outlined in Section 20(b). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by us, and the appraiser's determination shall be binding. If we elect to exercise any option to purchase herein provided, we shall have the right to set off all amounts due from you, if any, against any payment therefor.

You are also hereby obligated to comply with the other covenants contained in this Agreement that expressly or necessarily by their terms survive the expiration, termination or transfer of this Agreement, including the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(b) Asset Purchase Option.

(i) Option. Upon termination of this Agreement by us, upon termination of this Agreement by you without cause or upon expiration of this Agreement without renewal, we have the option, exercisable by giving written notice thereof within 15 days from the date of such expiration or termination, to purchase from you all (except as otherwise provided in this Section) the assets used in the Restaurant. Assets subject to this purchase option include leasehold improvements, equipment (including hardware and ancillary equipment components of the Information System), furniture, fixtures, signs and inventory for the Restaurant, but not any real property. We have the unrestricted right to assign this option to purchase. We or our assignee are entitled to all customary warranties and representations given by the seller of a business, including representations and warranties as to: (A) ownership, condition and title to assets; (B) liens and encumbrances relating to the assets; and (C) validity of contracts and liabilities inuring to us or affecting the assets, contingent or otherwise.

(ii) Purchase Price. The purchase price for the assets of the Restaurant will be the fair market value thereof, determined as of the date of termination or expiration of this Agreement in a manner consistent with reasonable depreciation of leasehold improvements owned by you and the equipment, furniture, fixtures, signs and inventory of the Restaurant, provided that the purchase price will not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Restaurant, any goodwill or "going concern" value for the Restaurant or any value for computer software or other proprietary information of ours that is merely lent or licensed to you and which you are obligated to cease using and/or return to us upon expiration or termination of the Franchise; and further provided that we may exclude from the assets purchased hereunder any equipment, furniture, fixtures, signs and inventory that do not, as determined by us in our sole discretion, meet quality standards for Papa Johns restaurants. If you and we are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser selected by us and you. If you and we are unable to agree on a single appraiser, each party must select one appraiser, who must select a third appraiser, and the fair market value will be the average of the three independent appraisals. The fees and costs of such appraiser or appraisers will be borne equally by you and us. Except as provided above, nothing contained herein

restricts the manner in which the appraisers so selected value the leasehold improvements, equipment, furniture, fixtures, signs and inventory.

(iii) **Closing**. The purchase price will be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which must take place no later than 90 days after receipt by you of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (1) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (2) all licenses and permits of the Restaurant that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets as aforesaid, or if there are other unresolved issues, the closing of the sale may, at our election, be accomplished through an escrow. You must, before closing, comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Restaurant is located. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our Affiliates, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each owner of an interest in you must indemnify us against all liabilities not so assumed.

(iv) **Actions Pending Closing**. If we or our assignee exercise this option to purchase, pending the closing of such purchase as hereinabove provided, we have the right to appoint a manager to maintain the operation of the Restaurant as set forth under Section 15.(b). Alternatively, we may require you to close the Restaurant during such time period without removing any assets from the Restaurant. You must maintain in force all insurance policies required pursuant to this Agreement, until the closing on the sale.

(v) **Right of First Refusal/Rental Terms.** If you own the real property on which the Restaurant operates and we elect to purchase the Restaurant under this Section 20.(b), and you intend to sell the real property, we or our designee shall have a right of first refusal to purchase the real property at the time we purchase the Restaurant. If you elect not to sell the real property, and unless we agree in writing to different terms, if we elect to purchase the Restaurant we or our designee will enter into a lease with you or your designee for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Papa John's corporate restaurants. The rent under the lease for the initial five (5) year term shall be the fair market rental value of the property as determined by an independent appraiser selected in the manner described in Section 20.(b)(ii). The rent shall be modified during the second five (5) year option term to reflect the then fair market rental value of the property.

21. Independent Contractor; Indemnification.

(a) **Independent Contractor.** This Agreement creates only a contractual relationship between the parties subject to normal rules of contract law. This Agreement does not

create a fiduciary relationship between us and you and you are and will remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You will hold yourself out to the public as an independent contractor, separate and apart from us. You will not make any contract, agreement, warranty or representation on our behalf without our prior written consent, and you agree that you will not incur any debt or other obligation in our name. This Agreement will not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of the Restaurant or the management of your business, including ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend almost exclusively on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employment practices.

(c) Indemnification. We will not be liable by reason of any act or omission by you in your operation of the Restaurant or for any claim, cause of action or judgment arising therefrom against you or us. You will hold harmless, defend and indemnify us and our Affiliates, and our and their respective shareholders, officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, costs (including reasonable attorney fees, court costs, and expert witness costs, as and when incurred) and damages arising out of or in connection with any claim or cause of action in which we are or become a named defendant and that arises, directly or indirectly, out of the construction or operation of, or in connection with, your Restaurant, other than a claim finally determined to have resulted directly from our negligence.

22. Your Representations. You hereby acknowledge and represent that:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. You have disclosed to us the identity of all owners of any beneficial interest in you and, if and to the extent that any such owner is a corporation, LLC or other business entity, the names of all beneficial owners of such owner/entity.

(b) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation, warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

23. ENFORCEMENT.

(a) ARBITRATION. EXCEPT FOR CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON: (1) ANY ACTION TO STOP OR PREVENT ANY

THREAT OR DANGER TO PUBLIC HEALTH OR SAFETY RESULTING FROM THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF THE RESTAURANT; (2) ANY DEBT COLLECTION ACTION (OTHER THAN OUR ENFORCEMENT OF YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE); OR (3) AT THE CLAIMANT'S OPTION, ANY ALLEGED VIOLATION OF ANY PROVISION OF SECTION 16 OR 17 HEREOF, OR USE OF THE MARKS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT; ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES)AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES AND EMPLOYEES, IF APPLICABLE) ARISING OUT OF OR RELATED TO:

(i) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT, INCLUDING YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE;

(ii) OUR RELATIONSHIP WITH YOU, INCLUDING ISSUES RELATING TO OUR DECISION TO TERMINATE THAT RELATIONSHIP;

(iii) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT; OR

(iv) ANY STANDARD, SPECIFICATION OR OPERATING PROCEDURE RELATING TO THE ESTABLISHMENT OR OPERATION OF THE RESTAURANT.

MUST BE SUBMITTED FOR BINDING ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDING WILL BE CONDUCTED IN LOUISVILLE, KENTUCKY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WILL BE HEARD BY ONE ARBITRATOR IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AAA. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT BY ANY STATE ARBITRATION LAW.

THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF THAT THE ARBITRATOR DEEMS PROPER IN THE CIRCUMSTANCES, INCLUDING MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE OR DATE DAMAGES ARISE OR ARE INCURRED), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR DOES NOT HAVE THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE ARBITRATOR WILL

BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE AND YOU ARE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. IN CONNECTION WITH ANY ARBITRATION PROCEEDING, EACH PARTY MUST SUBMIT OR FILE ANY CLAIM THAT WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM THAT IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE WILL BE FOREVER BARRED.

EXCEPT FOR INCLUSION OF RELATED PARTIES AS EXPRESSLY PROVIDED IN THIS SECTION 23.(a), ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES OR EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO OBTAIN A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY (WITHIN 10 BUSINESS DAYS OF COMMENCEMENT OF COURT ACTION) SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(b) GOVERNING LAW. EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.) OR OTHER APPLICABLE PREEMPTIVE FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE

LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO OBTAIN A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

(d) WAIVER OF PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21 AND CLAIMS WE BRING AGAINST YOU UNDER SECTIONS 16.(c), 16.(f) AND 17, WE AND YOU AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

(e) WAIVER OF JURY TRIAL. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(f) LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY US WITH REGARD TO YOUR OBLIGATIONS UNDER SECTIONS 16 AND 17, AND YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF YOU AND US PURSUANT TO THIS AGREEMENT WILL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIMANT KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER LATER OCCURS.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 16.(f), 20 and 21, each party must pay its own costs, expenses and attorneys' fees in any arbitration, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

24. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and be given: (i) by personal delivery; or (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; or (iii) by registered or certified mail, return receipt requested, postage prepaid, or by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or to such other person or entity as either party may designate by notice to the other in accordance herewith:

Us: If by Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) actual receipt by regular mail; (c) on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States mail, registered or certified mail, return receipt requested.

25. Miscellaneous.

(a) Insolvency Proceeding. In any event described in Section 19.(a) (an "Insolvency Proceeding"), the following provisions apply:

(i) Fees and Expenses. In the event of any Insolvency Proceeding, you must pay all reasonable fees and expenses (including attorneys' fees) incurred by us or our Affiliates in: (A) advising, structuring, drafting, reviewing, administering or amending the Agreement and/or (B) terminating, enforcing or otherwise protecting our rights under the Agreement in such Insolvency Proceeding, irrespective of whether suit is brought by or against us (the "Insolvency Expenses").

(ii) Enforcement of Agreement in Insolvency Proceeding. If you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you will remain bound by each term and provision of this Agreement and you acknowledge that you will be benefitted by the continued use and enjoyment of the rights and benefits provided to you by and under this Agreement. You acknowledge that the value of such ongoing benefit is equal to the amount(s) payable under this Agreement and so long as you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you must timely pay all of the amounts due under this Agreement in the manner provided by this Agreement.

(iii) Assumption and/or Assignment of Agreement. In any Insolvency Proceeding, this Agreement cannot be assigned and/or assumed under 11 U.S.C. Sections 363 or 365 or otherwise, without our express written consent, which consent may be given or withheld in our sole and absolute discretion. In order to assume and/or assign the Agreement in any Insolvency Proceeding, the defaults that must be cured as an express condition to such assumption and/or assignment and otherwise in accordance with 11 U.S.C. Section 365(b)(1) include the Insolvency Expenses plus all amounts due from you to: (A) Papa Johns, (B) any and all Affiliate(s) of Papa Johns, (C) PJFS, and (D) the Papa John's Marketing Fund, Inc. or Papa Card, Inc., whether the amounts due from you arise under this Agreement or otherwise.

(iv) Rejection of Agreement. Rejection of this Agreement in any Insolvency Proceeding, whether pursuant to 11 U.S.C. 365 or otherwise, will result in a termination of this Agreement and a revocation and reversion to us of the Franchise and all of the rights provided to you under this Agreement.

(b) Tolling; Severability. During any period in which any covenant in Section 16 or 17 is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period will toll and be suspended. You will be bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order, arbitral award or decision or with any applicable state or federal law, whether currently in effect or subsequently enacted.

(c) Construction. All references herein to the masculine, neuter or singular must be construed to include the masculine, feminine, neuter or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements and obligations herein made or undertaken by you will be deemed jointly and severally undertaken by all those executing this Agreement as you. All uses of the words “include”, “includes” and “including” mean “including but not limited to” or “including without limitation.”

(d) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto, constitute the entire agreement between the parties, and

all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document that we furnished to you in connection with the offer and sale of Papa Johns franchises. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(e) Affiliate. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by us or that owns or controls us or is under common control with us, directly or through one or more intermediaries.

(f) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto.

(g) Waivers. No failure by us to exercise any right given to us hereunder or to insist upon strict compliance by you with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof, constitutes a waiver of our right to demand full and exact compliance by you with the terms hereof. Waiver by us of any particular default by you does not affect or impair our rights with respect to any subsequent default of the same or of a different nature, nor will any delay or omission by us to exercise any right arising from such default affect or impair our rights as to such default or any subsequent default.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

(i) Headings. The headings used in this Agreement are for convenience only, and the paragraphs will be interpreted as if such headings were omitted.

(j) Time of Essence. You acknowledge that time is of the essence with regard to your obligations hereunder and that all of your obligations are material to us and this Agreement.

(k) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa Johns and delivery to you. The date that we set forth below is the Effective Date of the Agreement.

(l) Policies. We may, after consulting with the Franchise Advisory Council, an advisory board representing our domestic franchisees, or any successor approved by us (the "FAC"), periodically adopt and amend policies on: (i) how Alternative Ordering Areas are defined and changed; (ii) restaurant closings; and (iii) PJFS profitability. We will not make any substantive changes to any of these three policies that will have, or could reasonably be expected to have in the next 12 months after the change, any adverse effect on the sales or profitability of a majority of the franchised Papa Johns restaurants, without first presenting the change(s) to the FAC. At such meeting the members of the FAC will be allowed to comment on the changes, make suggestions and

vote for or against the changes per normal practice. However, notwithstanding any comments, objections or vote against the proposed change(s), we have the final decision on these policies, including changes to, or elimination of, one or more polices and the interpretation of them as they may exist from time to time.

(m) Identification of Restaurant; Effective Date. The Location, Telephone Number, Store Number used to identify the Restaurant in the Papa Johns Chain and Effective Date are as follows:

(i) Location: _____
_____

(ii) Telephone Number: _____

(iii) Store Number: _____

(iv) Effective Date: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

FRANCHISEE

By: _____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By:_____

Title: _____

PAPA JOHNS FRANCHISE

AGREEMENT

EXHIBIT A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, dated _____, 20 ___, is entered into by and between ("Lessor"), and _____ ("Lessee").

RECITALS:

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 20____, and pertaining to the premises located at _____ _____ (the "Lease").

B. Lessor acknowledges that Lessee intends to operate a Papa Johns restaurant in the leased premises (the "Premises") under a Papa Johns Franchise Agreement (the "Franchise Agreement") with Papa John's Franchising, LLC ("PJF").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Remodeling and Decor**. Lessee has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Papa Johns business in the Premises.

2. **Assignment**. Lessee has the right to assign all of its right, title and interest in the Lease to PJF or any Affiliate or franchisee of PJF at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent. However, no assignment will be effective until such time as PJF or its designated Affiliate gives Lessor written notice of its acceptance of such assignment, and nothing contained herein or in any other

document constitutes PJF or its designated Affiliate a party to the Lease, or guarantor thereof or creates any liability or obligation of PJF or any Affiliate of PJF unless and until the Lease is assigned to, and accepted in writing by, PJF or its designated Affiliate.

3. **Default and Notice**.

(a) If there is a default or violation by Lessee under the terms of the Lease, Lessor will give Lessee and PJF notice of such default or violation within a reasonable time after Lessor receives knowledge of its occurrence.

(b) All notices to PJF must be sent by registered or certified mail, postage prepaid, by nationally recognized courier service or electronic mail to the following address:

If by mail:	If by courier service:
Papa John's Franchising, LLC.	Papa John's Franchising, LLC
P.O. Box 99900	2002 Papa John's Boulevard
Louisville, Kentucky 40269-0900	Louisville, Kentucky 40299
Attn: Chief Legal & Risk Officer	Attn: Chief Legal & Risk Officer

If by email: Franchise_Notice@papajohns.com

PJF 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 PJF of any change in Lessor's mailing address to which notices should be sent.

4. **Termination or Expiration**. Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow PJF 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 Papa Johns restaurant, to repossess any personal property owned by PJF and to make such other modifications as are reasonably necessary to protect PJF's proprietary marks and the Papa Johns System and distinguish the Premises from Papa Johns restaurants. Provided, however, that this obligation of Lessor shall be conditioned upon PJF giving Lessor prior notice of the modifications to be made and the items to be removed.

5. **Consideration; No Liability**.

(a) Lessor 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 PJF 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 PJF or any Affiliate of PJF, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against PJF or any Affiliate of PJF.

6. **Amendments**. No amendment or variation of the terms of this Addendum to Lease will be valid unless made in writing and signed by the parties hereto.

7. **Reaffirmation of Lease**. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

8. **Affiliate**. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by PJF or which owns or controls PJF or is under common control with PJF, directly or through one or more intermediaries.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

_____

By: _____

Title: _____

("Lessor")

_____

By: _____

Title: _____

("Lessee")

PAPA JOHNS FRANCHISE

AGREEMENT

EXHIBIT B

LETTER OF INTENT

[date]

[name]
[company]
[street address]
[city, state, zip]

RE: [subject]

Dear [name]:

This Letter of Intent ("LOI") sets forth the proposal as to the material provisions addressed herein and a bona fide offer (the "Transaction") for the acquisition by _____ ("Buyer") of _____ (___) Papa Johns restaurants (the "Restaurants") from _____ (the "Seller" or "Company"), as more particularly described on Exhibit A attached hereto.

This LOI is to be used as a guide in the negotiation of a definitive asset purchase agreement ("Purchase Agreement"), and does not preclude other mutually satisfactory provisions from being included in the Purchase Agreement. The Buyer and Seller will work in good faith toward entering into a definitive Purchase Agreement, which shall contain, among other things, the following terms and conditions.

1. Acquired Assets. This transaction is an asset purchase. At Closing, Seller will sell, transfer and assign to Buyer, free and clear of all liens, restrictions and encumbrances, substantially all of the assets used in the operation of the Restaurants owned by the Seller or assignable as the case may be, including, but not limited to personal property, equipment, supplies, signs, smallwares, food, supplies, inventory, furniture and fixtures, permits, intellectual property, point-of-sale hardware ("POS equipment"), computer system (both computer hardware and software), contracts (excluding any Papa Johns Development Agreement), improvements, and leasehold interests, customer data, business records, marketing materials and franchise agreements (collectively, the "Purchased Assets").

2. Purchase Price. The Buyer will pay to the Seller _____ Dollars ($_____) for the Restaurants, as follows:

a. Buyer will pay Seller $_____ by certified check or wire transfer at the Closing; [and

b. Buyer will tender to Seller a promissory note (the "Note") in the principal amount of $_____ at a [fixed annual interest rate of ___%] [variable rate equal to the "Prime Rate" published in *The Wall Street Journal*, plus ___%], to be repaid as follows:

i. *optional terms and provisions*

ii. *optional terms and provisions*

The Note will be secured by a first-priority security interest granted by Buyer to Seller in all of the Purchased Assets and will be guaranteed by the principal owners of Buyer.]

3. Utilities. Utility deposits will become the property of the Buyer. The Buyer will be responsible for all service transfers. The Seller will assist the Buyer in obtaining such transfers.

4. Real Estate Leases. The Seller will assign the third-party real estate leases with respect to the Restaurants (the "Real Property Leases") to the Buyer. The Seller will assist in securing these real property lease assignments to Buyer, as well as all estoppel certificates required by the Buyer's lender, from Lessors and Sub-Lessors for all appropriate restaurant locations. Buyer will assist the Seller in obtaining such assignments and estoppel certificates. Any applicable assignment fees payable to the Lessors shall be shared equally by Buyer and Seller.

5. Liens and Encumbrances. At Closing, the Purchased Assets will be conveyed to Buyer free and clear of any liens or encumbrances [except as may be expressly agreed to by Buyer] and the Seller will provide adequate assurances that Seller has paid in full or in due course all of its obligations to Papa John's Franchising, LLC and its affiliates ("Franchisor"), the Papa John's Marketing Fund, Inc., any Papa Johns advertising cooperative to which Seller is required to contribute in relation to the Restaurants, other trade payables, taxes and other obligations that might result in a claim upon the Restaurants, the Purchased Assets or the Papa Johns franchise pursuant to which the Restaurants are operated.

6. Exclusivity. Seller represents to Buyer that no agreement has been reached and remains effective with any party and will not, through [date], negotiate with any other party for the sale to such party of the Purchased Assets or any stock or other equity interest in Seller.

7. Due Diligence. The Seller will permit Buyer to conduct its due diligence investigation of the Restaurants and Development Rights typical of a transaction of this kind for a period of 30 days from the date of execution of this LOI (the "Due Diligence Period"). Seller will cooperate with the Buyer in making all of its records, financial information, leases, and personnel information available to the Buyer for due diligence purposes. All inquiries by Buyer with Seller's clients, lenders, vendors, key employees, and others will be done in a confidential and in a discreet manner in accordance with the Seller's desires and consultation.

[8. Earnest Money Deposit. Buyer is tendering to Seller upon execution of this LOI an earnest-money deposit of $_____, which shall be refunded in the event Buyer declines to proceed

with the Transaction following the Due Diligence Period. When Buyer has completed its due diligence, if Buyer elects to proceed with the Transaction, Buyer shall execute and deliver to Seller the definitive Purchase Agreement together with an additional earnest-money deposit of $_____. Following the expiration of the Due Diligence Period, the aggregate $ _____ deposit shall be refunded to Buyer only in the event the Transaction does not close due to Seller's failure to satisfy any applicable conditions to Closing as provided in the Purchase Agreement.]

9. Closing and Closing Date. The Transaction will be conducted by courier exchange of documents or in such other manner as Buyer and Seller agree. The Closing will occur within 30 days from the date of execution of the Purchase Agreement, assuming all of the appropriate conditions to the Purchase Agreement have been fulfilled or waived (the "Closing Date").

10. Closing Conditions. In addition to normal representations and warranties as negotiated between the Buyer and Seller regarding the status of the Restaurants, title to assets, etc. and documentation transferring title to Buyer, legal opinions, estoppels, the following matters shall be prerequisites to the consummation of the Transaction:

a. The Restaurants must be fully operational at Closing;

b. Representations and warranties of the Seller and Buyer being true and correct;

c. The assignment of the third-party leases for each Restaurant, upon such terms and conditions, including landlord consents, non-disturbance and attornment agreements and other acceptable terms as required by the Lender;

d. Buyer will have the opportunity to hire the key personnel involved in the day- to-day operation of the Restaurants owned by the Seller;

e. The receipt of timely profit and loss statements relating to the operation of the Restaurants year to date for the current fiscal year;

f. No material adverse change in the Restaurants or Development Rights;

g. Buyer will assume the Papa Johns Franchise Agreement (the "Franchise Agreement") for each of the Restaurants or will execute a new standard Papa Johns franchise agreement for each of the Restaurants; and

h. Buyer and Seller will comply with all conditions to transfer set forth in the Papa Johns Franchise Agreements for the Restaurants and in the Authorization to Transfer issued by Franchisor to evidence its consent to the transfer of the Restaurants to Buyer.

11. Access to Information. During the period from the execution of the Purchase Agreement to the Closing, Seller will provide to Buyer's representatives reasonable access to the Restaurant sites with the proper notice and reasonable consent of the Seller, contracts, books and records relating to their operations, leases, financing, vendors and payables, and any other reasonable material.

12. Normal Conduct. From the date of execution of this LOI, Seller will operate each Restaurant and maintain the Purchased Assets in the usual and normal course of business; ensure that no material adverse change in the condition of the Purchased Assets occurs; not dispose of any material Purchased Assets; and keep all trade payables current.

13. Expenses, Brokerage Fees and Other Payments. Each party shall bear its own expenses in connection with this Transaction, except as otherwise agreed to in the Purchase Agreement.

14. Good Faith. Each of the parties hereto agree to proceed in good faith to negotiate and, if agreed to, execute and deliver the Purchase Agreement and consummate the transactions contemplated herein.

15. Cooperation. Each of the parties agrees to cooperate in obtaining all necessary approvals to the transaction contemplated herein.

16. Intention of the Parties. This LOI does not purport to include all of the essential terms and conditions of the contemplated transaction and the parties shall not be obligated to complete this transaction unless a definitive Purchase Agreement is executed.

17. Confidentiality. Neither party will make any public disclosure regarding the existence of this LOI for this Transaction. The parties hereto will each maintain the confidentiality of all the information received from other parties and use such information only for the purpose contemplated by this letter and for no other purpose. If the Transaction is not consummated for any reason, the parties will promptly return to each other all documents and other written information received from the other party and will not retain any copies or summaries thereof. This Paragraph shall survive the termination of this LOI.

18. Representations and Warranties by Buyer and Seller. The definitive acquisition agreement shall contain representations and warranties by the Buyer and Seller typical in transactions of this type, some of which will survive the date of closing.

19. Expiration Date for Acceptance of LOI. The offer described in this LOI is open for acceptance by the Seller until the expiration date of [date].

20. Special Provisions.

a. Right of first refusal. Buyer acknowledges that under the Franchise Agreement, Franchisor has a right of first refusal to acquire the Restaurants on substantially the same terms and conditions as set forth herein. If Franchisor exercises its right of first refusal, Seller shall have no obligation to sell or transfer the Restaurants or the Purchased Assets to Buyer and Seller, Franchisor and any assignee of Franchisor shall have no obligation or liability to Buyer in connection therewith.

[b. *other specific terms or provisions*.

c. *other specific terms or provisions*]

If the terms and conditions of this LOI are acceptable, please initial each page and execute this LOI and return a signed copy of this letter to _____ .

Sincerely,

_____

By: _____

Title: _____

("Seller")

Accepted and agreed:

[BUYER]

By: _____

Title: _____

Date: _____

copy:

EXHIBIT D-2:

FRANCHISE AGREEMENT – SMALL-TOWN RESTAURANT

PAPA JOHNS

FRANCHISE AGREEMENT

SMALL TOWN RESTAURANT

Franchisee: _____
Address: _____
_____
_____

Store No. _____

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PAPA JOHN'S

FRANCHISE AGREEMENT

SMALL TOWN RESTAURANT

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the "Effective Date" (as defined in Section 25.(j)), by and between **PAPA JOHN'S FRANCHISING, LLC.**, a Kentucky limited liability company ("we", "us" or "Papa Johns"), and _____, a _____ ("you"). If you are a corporation, limited liability company, partnership or other business entity, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates have expended time, money and effort to develop a unique system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future Papa Johns restaurants is referred to as the "Papa Johns Chain" or the "Chain."

B. The Chain is characterized by a distinctive system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa Johns Logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. Papa Johns offers a program (the "Small Town Program") that allows for development and operation of Papa Johns restaurants in cities, towns and areas with lower household counts than areas where traditional Papa Johns restaurants are located.

E. You now desire to enter into this Agreement regarding the operation of one Papa Johns restaurant under the System and the Marks at the location listed below (the "Restaurant") under the Papa Johns Small Town Program.

F. We have agreed to grant you a franchise for the Restaurant on the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement and your continuing faithful performance, we hereby grant to you the non-exclusive right and franchise (the "Franchise") to operate a Small Town Restaurant under the System and the Marks to be located at:

_____
_____
_____

(the "Location")

Pursuant to this grant, you will, at your own expense, construct or remodel, and equip, staff, open and operate the Restaurant at the Location on or before _____. Unless otherwise agreed in writing by us, you must commence operating the Restaurant within 60 days after the Effective Date and operate such business in accordance with this Agreement for the Term (defined below). You must provide us at least fourteen (14) days prior written notice of the date on which you intend to open the Restaurant. Approval of the Location by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to: (i) the suitability of the Location for a Papa Johns restaurant; (ii) the successful operation of the Restaurant; or (iii) for any other purpose. Our approval of the Location indicates only that we believe it complies with acceptable minimum criteria that we establish solely for our purposes at the time of the evaluation. Unless we otherwise approve, the Franchise applies only to the Location and the operations of the Restaurant may be carried on only from the Location.

2. Term, Renewal, Expiration and Reclassification.

(a) Initial Term; Term. The Franchise is granted for an initial term of 5 years from the Effective Date of this Agreement, unless terminated or reclassified earlier as provided in this Agreement (the "Initial Term"). Unless terminated or reclassified as provided in this agreement, you have the option to renew this Agreement for one additional 5-year term (the "Renewal Term") subject to the provisions of Section 2.(b). As used in this Agreement, "Term" means the Initial Term, the Renewal Term or any extension of either of them, as the case may be.

(b) Renewal of Franchise. This Agreement does not automatically renew upon the expiration of the Initial Term. You have an option to renew the Franchise upon the expiration of the Initial Term. You may renew the Franchise for one additional 5-year term (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(i) You give us written notice of your desire to renew the Franchise not less than four (4) months nor more than twelve (12) months before the end of the Initial Term, provided that if we have not received notice from you of your desire to renew within such period, we will notify (email acceptable) you and you will have a period of 30 days thereafter within which to submit the renewal notice.

(ii) You are in full compliance with this Agreement and there is no uncured default by you under this Agreement; there has been no series of defaults by you during the Initial Term (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured; all your debts and obligations to us and our Affiliates under this Agreement or otherwise are current; and your obligations to the Marketing Fund and each Cooperative (defined below) of which you are a member are current. You or any controlling owner of you (regardless of whether as a part of the same franchise entity) must not have had (a) any franchise agreement terminated by us for financial delinquency within the prior 12 months, or (b) two or more franchise agreements terminated by us for any reason within the prior 12 months. "Control" shall mean either: (1) 50% or more ownership interest in you; or (2) the power to direct the conduct or management of your business affairs, with or without majority ownership.

(iii) You secure the right to continue possession of the Premises for a period at least equal to the Renewal Term or, alternatively, you secure premises at another location that we approve for the same period.

(iv) Your Principal Operator (defined below) and manager attends and successfully completes our training program for new franchisees.

(v) We are then continuing to offer Papa Johns Pizza franchises in the state in which the Restaurant is located and have all required documents filed and all necessary approvals to offer Papa Johns franchises in that state.

(vi) You pay us a renewal fee of $1,000.

(vii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities.

(viii) You make, or provide for in a manner and timeframe reasonably satisfactory to us, such renovation and re-equipping of the Restaurant as may be necessary or required to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and decor; provided that substantial renovation and re-equipping will not be required if you have substantially renovated the Restaurant within the 3-year period immediately preceding the end of the Initial Term..

(ix) You and your applicable employees must complete or comply with, or agree to complete and comply within a timeframe reasonably satisfactory to us, the then current qualification and training requirements we reasonably require.

(x) You shall provide satisfactory evidence that you have the right to remain in possession of the Restaurant for the duration of the Renewal Term, or in the alternative provide reasonable evidence that you are in good faith negotiations with your landlord to secure the right to remain in possession of the Restaurant for the duration of the Renewal Term. If you have

not already provided the lease or deed for the Restaurant or if there are any material changes to the lease or deed for the Restaurant, you shall provide such documentation prior to renewal.

(xi) This option to renew may not be exercised unless all of the preceding conditions are fully satisfied.

(c) Second Renewal Option. In addition to the renewal option under Section 2.(b), you shall have a second option to renew the Franchise for the Restaurant subject to the same conditions set forth in subparagraphs (i) through (ix) in Section 2.(b), plus the following additional condition: you execute and deliver to us, within 10 days after delivery to you, the applicable form of Papa Johns Franchise Agreement being offered to new franchisees on the date you give the notice under this Section for restaurants similar to your Restaurant, including all exhibits and our other then-current ancillary agreements, which agreements shall supersede this Agreement and all ancillary agreements in all respects, and the terms and conditions of which may differ substantially from this Agreement; provided that such Franchise Agreement will provide for a term of 5 years, and will provide that we may raise the Royalty (as defined in Section 3.(a)(i)) to 8% during any second renewal of the Franchise pursuant to this Section 2.(c).

(d) Expiration. Renewal of the Franchise after the Renewal Term does not constitute a renewal or extension of this Agreement, but is conditioned upon satisfaction of the above provisions. Upon expiration of the Renewal Term, further renewal rights will be governed by the Franchise Agreement executed by you upon expiration of the Initial Term. If you fail to meet any of the conditions under Section 2.(b) above with respect to the renewal of the Franchise, the Franchise automatically expire at the end of the Initial Term.

(e) Reclassification. After the Restaurant has been open for a minimum of one year, we may at any time evaluate the sales levels of the Restaurant on a trailing 12-months basis. If the weekly gross sales average ("PSA") reaches $20,000 or greater on a trailing 12-month basis, we have the right to reclassify the store as a traditional Restaurant and require you to execute and deliver a standard Papa Johns Franchise Agreement for the Restaurant for the remainder of the Term, which Franchise Agreement shall supersede this Agreement and all ancillary agreements in all respects. Under the standard Franchise Agreement, you would be required to pay the standard royalty rate and to make your own full contributions to the Marketing Fund and the Cooperative (if any). You would also be required to offer delivery service and to offer the full range of menu items required for a traditional Papa Johns restaurant, including but not limited to, all sizes and types of pizza crusts, all side items and dessert items.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee and Royalties. In consideration of the grant of the Franchise, you must pay us the following fees:

(i) an Initial Franchise Fee of $5,000, which must be paid upon the execution of this Agreement. The Initial Franchise Fee will be deemed fully earned and non-refundable;

(ii) a continuing royalty (the "Royalty") of 6% of Net Sales, provided we have the right to raise the Royalty to 8% during the Renewal Term. Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services

(including revenues from special or promotional sales efforts such as Groupon, Living Social or other discounted sales programs), delivery services or any other revenue-generating activity carried on at, from or in connection with operation of the Restaurant and regardless of whether such sales are evidenced by cash, check, credit, charge account, gift card or otherwise, less: (a) sales tax, use tax or similar tax collected from customers in conjunction with such sales and paid in full to the state or other local taxing authority; (b) any documented refunds actually paid to customers (if such amounts were originally included in calculating Net Sales); and (c) proceeds from sales of used furniture and fixtures and similar sales not in the ordinary course of business. The Royalty is due on the 10th day of the month following each Period; and

(iii) a continuing internet and digital ordering system transaction fee ("Digital Fee") in an amount determined by a board consisting of the same members of the Board of the Marketing Fund as a percentage of each Period's Net Sales of the Restaurant that arise from customer orders received via the internet through our internet/digital ordering system ("Digital Orders"). The fee generally will be set high enough to cover our ongoing costs plus new capital expenditures each year in improving, maintaining and operating the on-line/digital ordering system/application, including costs of integration of aggregator or other third-party platforms, provided: (A) we will contribute any revenue in excess of these costs to the Marketing Fund; and (B) any shortfall of revenue will be carried forward as a deficit and retired from future Digital Fee revenues. The Digital Fee is due on the 20th day of the month following each Period.

(b) Alternative Ordering. We reserve the right to develop or contract with third parties to develop centralized or technology-based methods of taking, processing, routing, and delivering orders in addition to the online and digital system that we currently use or authorize (collectively "Alternative Ordering Systems"). These may become mandatory at any time during the Term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software, and to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent that these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent that all the direct and indirect costs to develop, test and implement an Alternative Ordering System are paid from the Digital Fee, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Alternative Ordering System, as between you and us we are and will be the owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Alternative Ordering Systems or as a result of their use, but excluding hardware or equipment that you purchase directly for the purpose of gaining access to the Alternative Ordering System (including computers and kiosks).

(c) Intentionally Omitted.

(d) Taxes. If the state in which the Restaurant is located (or a local taxing authority within the state) imposes a sales tax, use tax, gross receipts compensating tax or similar tax on the Initial Franchise Fee, the Royalty or the Digital Fee, we will collect such tax from you in addition to the amount set forth or determined as provided herein and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible. If the state in which the Restaurant is located (or a local taxing authority within the state) requires you to withhold tax on any payment that you are obligated to make to us

or our Affiliates, you must timely pay such withheld amounts to the appropriate taxing authority and promptly deliver to us receipts of applicable governmental authorities for all such taxes withheld or paid. We have no obligation to recognize or give credit for any amounts so withheld until you provide to us receipts or other evidence acceptable to us that such amounts have been duly remitted to the appropriate taxing authority. We have no obligation to recognize or give credit for any such receipts provided more than three (3) years after the associated tax year. You are responsible for and undertake to indemnify us and our Affiliates against and hold us and our Affiliates harmless from any penalties, interest and expenses incurred by or assessed against us or any of our Affiliates as a result of your failure to withhold such taxes or to timely remit them to the appropriate taxing authority.

(e) Payments.

(i) At least 10 days before opening the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, via electronic funds transfer or other means utilizing the "Information System" (as defined in Section 10.(c)(i)(B)) or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each Period's Royalty, Digital Fee, and any other amounts due to us, our Affiliates, or the 'Marketing Fund under this Agreement or otherwise, including amounts owed to us and/or our Affiliates in connection with: (A) Marketing Fund contributions; and (B) purchases from "PJFS" (as defined in Section 12.(b)) and all of our other Affiliates; (C) transfer fees; and (D) renewal fees. You must complete and provide to us any tax forms or other instruments or documents necessary or appropriate to give effect to the terms and provisions of this Agreement, including an IRS Form W-9.

(ii) We will determine your Net Sales for each Period via the Information System, or if we are unable to do so, you must report your Net Sales in writing on or before the 7th day of the month following each Period. Such reporting is in addition to all other reporting requirements under Section 13. If you fail to report Net Sales on a timely basis, we may estimate the Net Sales of the Restaurant for such Period and debit your bank account the amount of the Royalty and Marketing Fund contribution based on such estimate. If an estimate results in an overpayment, we will deduct the amount of the overpayment from the next Period's Royalty and Marketing Fund contribution. Any deficiency resulting from such estimate may be added to the next Royalty and/or Marketing Fund contribution payment(s) due and debited against your bank account. If, at any time, we determine that you have underreported the Restaurant's Net Sales, or underpaid any Period's Royalty, Marketing Fund contributions or payments to any of our Affiliates, we are authorized to immediately debit your account for these amounts by any of the Payment Methods.

(iii) You must notify us at least 30 days before closing or making any change to the account against which such debits are to be made. If such account is closed or ceases to be used, you must immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and do not affect any obligation or liability for amounts owed. If for any reason your account cannot be electronically

debited, you must submit payments by wire transfer or check (certified or cashier's check if requested by us) on or before the dates when due. You will indemnify and hold us harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from the act or omission of you or your bank; provided that you are not obligated to indemnify us for any dishonored debit caused by our negligence or mistake.

(iv) Notwithstanding the commencement of any "Insolvency Proceeding" (as defined in Section 25.(a)) by or against you, you must: (A) comply with the Payment Methods described above; (B) use your best efforts to obtain court approval of the Payment Methods as may be necessary or otherwise requested by us; and (C) seek such court approval as expeditiously as possible, but in no event later than five business days after the commencement of such Insolvency Proceeding.

(v) We have the right in our sole discretion to apply a payment to any past due indebtedness related to the Location due to us or our affiliates, whether for Royalties, Marketing Fund contributions or any other fee owed, regardless of how you designate a particular payment to be applied.

4. <u>Franchisor Services</u>. During the Term, we will provide to you the following services:

(a) specifications for the design of the Restaurant and related facilities to be used in the operation of the Restaurant;

(b) specifications for fixtures, furnishings, decor, communications and computer hardware and software, signs and equipment;

(c) the names and addresses of designated and approved suppliers, and standards and specifications for (i) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant, and (ii) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant;

(d) our supervision and periodic inspections and evaluations of your operation, as described more fully in Section 11.(m), which supervision, inspections and evaluations will be conducted at such times and in such manner as we reasonably determine;

(e) communication to you of information relating to the operation of a Papa Johns restaurant to the extent we deem it necessary or pertinent; and

(f) operation of the online and digital ordering system, including integrated aggregator or other third-party platforms, which enables customers to place orders online via internet and mobile applications with access to our website, provided:

(i) we do not represent or warrant to you, and expressly disclaim any warranty that the online and digital ordering system (or any other Alternative Ordering System that may be developed by us) will be error-free or that the operation and use of the online and digital

ordering system or any such other Alternative Ordering System will be uninterrupted or error-free; and

(ii) we have no obligation or liability for any expense or loss incurred by you (including lost sales or profits) arising from operation (including failure of operations) or use of the online and digital ordering system or any other Alternative Ordering System that may be developed by us.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, during the Term we will not locate nor license another to locate a Papa Johns restaurant at within a one and one-half mile radius of the Location (the "Territory").

(b) Non-Traditional Exclusion. Venues and locations that we determine are suitable for non-traditional Papa Johns operations (collectively "Non-Traditional Locations"), are excluded from protection within the Territory, except as set forth in this Section 5.(b). Such Non-Traditional Locations include, but are not limited to, enclosed malls, institutions (such as hospitals, colleges, universities or other schools), airports, parks (including theme parks), military bases, sports arenas or stadiums, train stations, travel plazas, and entertainment venues, as well as any other location that you are unable to operate the Restaurant, including locations and venues: that are subject to exclusive food vending rights of third parties; or at which you are precluded from obtaining operating or vending rights due to certain conditions or requirements that you do not meet (including, by way of example, due to financial or net worth requirements of the landlord or site operator; or due to laws, rules or regulations applicable to the location, including regulatory or licensing schemes applicable to casino or gaming operations or Indian tribal laws). We may open non-traditional Papa Johns restaurants, or franchise or license the right to open non-traditional Papa Johns restaurants to other persons at any Non-Traditional Location, including Non-Traditional Locations in the Territory. Notwithstanding the foregoing, no delivery services will be permitted from non-traditional restaurants located within the Territory (including from your Restaurant and including from Non-Traditional Locations), except as otherwise agreed by you and us.

(c) Development Area Limitation. Notwithstanding identification of the Territory above, if this Agreement is signed pursuant to a Development Agreement between you and us, in no event will the Territory extend outside the boundaries of the "Development Area" as defined in the Development Agreement and neither termination nor expiration of the Development Agreement will alter this limitation.

(d) No Exclusive Trade Area for Sales or Delivery. We do not warrant or represent that no other Papa Johns restaurant will solicit or make any sales within the Territory, and you expressly acknowledge that such solicitations or sales may occur within the Territory. We have no duty to protect you from any such sales, solicitations, or attempted sales. You recognize and acknowledge that: (i) you will compete with other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Territory; and (ii) that such Papa Johns restaurants may be owned by us, our Affiliates or third parties. If you relocate the Restaurant, the Territory in our sole discretion may be reduced, changed, altered or restricted. We make no assurance that the Territory specified herein will be applicable to the new location, even if we have approved the new location.

(e) Alternative Ordering Systems Area. We will of necessity define the trade area for the Restaurant for Alternative Ordering Systems ("Alternative Order Area") and such trade area may be significantly different than the Territory and may change from time to time. You must use reasonable efforts not to solicit sales within the defined Alternative Ordering trade area of another Papa Johns restaurant. However, you acknowledge that such solicitations and sales may occur in your trade area, including advertising spillover, directories, electronic media, direct mail drops by sector or ZIP code and other advertising and that we have no duty to monitor, control or stop such advertising, solicitations or sales. In determining which Papa Johns restaurant an online, digital or other Alternative Ordering System order will be routed to, we will consider such matters as we reasonably deem material, including: existing trade or delivery areas of Papa Johns restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa Johns restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa Johns restaurants; and other commercial characteristics of geographically proximate Papa Johns restaurants (collectively, the "Commercial Considerations"). You acknowledge that such Commercial Considerations may result in changes that remove particular addresses or groups of addresses or particular customers or groups of customers from routing to your Restaurant and that online, digital or other systematized orders from such addresses, groups of addresses, customers, or groups of customers may be re-routed to other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Restaurant, and that such Papa Johns restaurants may be owned by us, our Affiliates or third parties. You acknowledge that if you relocate the Restaurant, the routing of online, digital or systematized orders to your Restaurant may, in our sole discretion, be reduced, changed, altered or restricted, even though we have approved the new location for the Restaurant.

(f) Other Businesses. We reserve the right to operate, directly and/or through Affiliates, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa Johns restaurants and we and our Affiliates may do so within the Territory, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark.

(g) Other Methods of Distribution. We reserve the right to manufacture or sell, , directly or through third parties, or both, within and outside your Territory, pizza and other products that are the same as or similar to those sold in Papa Johns restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis.

6. Premises.

(a) Leased Premises. If you intend to lease the premises where the Restaurant will be operated (the "Premises"), you must submit to us copies of the executed signature pages of all such leases immediately after signing and copies of the full leases and any exhibits and addendum at such other times as we may request. The term of all leases plus all options for you to renew must together equal or exceed the Term. Each original lease, renewal lease, and modification of any type must be submitted to us within thirty (30) days after execution by you and the landlord. All leases pertaining to the Premises must also include an Addendum in the form of Exhibit A attached hereto, or contain terms and conditions that we approve as substantially similar to those contained in **Exhibit**

A. A copy of the executed Addendum must also be submitted to us. The terms of the Addendum may not be changed without our written approval.

(b) Owned Premises. If you own the Premises, you must submit to us proof of ownership. If you decide to sell the Premises together with the Restaurant at any time before the expiration or termination of the Franchise, you must notify us of your intention. We have a right of first refusal to purchase the Premises on the same terms and conditions as set forth in Section 14.(c)(ii). If the sale will also involve a relocation of the Restaurant, you must submit to us for our approval your proposed plans (including copies of any proposed lease or contract of purchase) for an alternative location.

(c) Premises Identification. Regardless of whether you own or lease the Premises, you must, within ten days after the expiration or termination of the Franchise Agreement, remove all signs and other items and indicia that serve, directly or indirectly, to identify the Premises as a Papa Johns restaurant and make such other modifications as are reasonably necessary to protect the Marks and the Papa Johns System, and to distinguish the Premises from Papa Johns restaurants. To enforce this provision, we may pursue any or all remedies available to us under applicable law and in equity, including injunctive relief. Your obligation will be conditioned upon our giving you prior notice of the modifications to be made and the items removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it is your responsibility to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement and you must obtain all permits and licenses that may be required to construct, remodel and operate the Restaurant. The Premises may not be used for any purpose other than the operation of the Restaurant in compliance with this Agreement.

(e) Relocation; Assignments. You will not, without first obtaining our written consent: (i) relocate the Restaurant; or (ii) renew or materially alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of your rights under any lease or owned location pertaining to the Premises. Such consent may not be unreasonably withheld. You must give us notice not less than 30 days before any of the foregoing. We may require you to relocate the Restaurant to another location upon: (A) expiration of the original term or any extension or renewal of your lease; or (B) any significant damage to the Premises or surrounding areas, or other event that would provide you with an option or right to terminate the lease. We will not require relocation if you prefer to remain at the same location and you demonstrate to our reasonable satisfaction that: (i) the trade area and location meet our then-current criteria for new restaurants; and (ii) you can restore or renovate the Premises to our then-current standards and agree in writing to do so if approved. You must give us notice not less than 60 days before the expiration of your lease, and you must give us written notice within five days after the occurrence of any event covered by (B) above. Our right to require you to relocate is conditioned upon: (1) the availability of a location approved by us for such relocation; (2) our offering to extend the Term of this Agreement for not less than five years, or at our option, offering to enter into our then-current form of franchise agreement (which will include an initial term of 5 years); and (3) the Territory (as measured from the new location) not extending into the "Territory" of any other Papa Johns Pizza franchisee. YOU ACKNOWLEDGE THAT SUCH RELOCATION, IF REQUIRED, WOULD INVOLVE

SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM OF THIS AGREEMENT, AND MAY INCLUDE AN OBLIGATION TO LEASE OR BUY LAND, CONSTRUCT A FREE-STANDING BUILDING, INSTALL LEASEHOLD IMPROVEMENTS AND/OR PURCHASE NEW EQUIPMENT AND SIGNAGE.

7. Proprietary Marks; Copyright.

(a) Ownership of Copyrights. You acknowledge that: (i) we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals; (ii) the Copyrighted Works are the valuable property of us; and (iii) your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms of this Agreement. You acknowledge that we will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which shall be deemed to be Copyrighted Works under this Agreement. Copyrighting of any material by us will not be construed as causing the material to be public information. All data provided by you, uploaded to our computer system from your computer system, and/or downloaded from your computer system to our computer system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

(b) Ownership; Use by Others. . You acknowledge that we are the sole and exclusive owner of: (i) the Marks and all goodwill associated with or generated by use of the Marks; (ii) the Copyrighted Works; and (iii) any and all data generated by use of the Copyrighted Works. You acknowledge that all works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works and the Marks does not vest you with any interest therein other than the non-exclusive license to use the Copyrighted Works and Marks granted in this Agreement. You will execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Works or the Marks or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt. You will give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works or the Marks, or the use by others of names, marks or logos that are the same as or similar to the Marks. You will cooperate with us in any suit, claim or proceeding involving the Marks or the Copyrighted Works or their use to protect our rights and interests in the Marks or the Copyrighted Works. We, in our sole discretion, control all decisions concerning the Marks or the Copyrighted Works.

(c) Use of Marks. You have the right to use the Marks only in connection with the promotion and operation of the Restaurant or the Chain, and only in the manner that we authorize. Your right to use the Marks is limited to use during the Term of this Agreement and in compliance with specifications, procedures and standards prescribed by us from time to time. You will prominently display the Marks in the manner that we prescribe on all signs, plastic and paper products, and other supplies and packaging materials that we designate. You will not fail to perform any act required under this Agreement, or commit any act, that would impair the value of the Marks or the goodwill associated with the Marks. You will not at any time engage in any business or market any product or service under any name or mark that is confusingly or deceptively similar to any of our Marks. You will not use any of the Marks as part of your corporate or trade name, or as part of any e-mail address, web-site address, domain name, or other identification of your

business in any electronic medium without our express written consent. You will not use any trademark, trade name, service mark, logo, slogan or emblem that we have not authorized for use in connection with the Restaurant, including any co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party without our approval or use the Marks or Copyrighted Works in any advertisements that infringe the intellectual property rights of a third-party. You will obtain such fictitious or assumed name registrations as required by applicable state law and forward to us copies of the same upon request.

(d) Designation as You. You will identify yourself as the owner of the Franchise in conjunction with the use of the Marks, including on checks, invoices, receipts, letterhead and contracts, as well as at conspicuous locations on the Premises in a form that specifies your name, followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct.

(e) Discontinuance of Use; Additional Marks and/or Copyrights. You must modify or discontinue use of any Mark or Copyrighted Work if a court of competent jurisdiction or other governing body orders it and do so within the timeframe required by such court or governing body, or if we in our sole discretion deem it necessary or advisable. You will comply with our directions regarding any such Mark or Copyrighted Work within 30 days after receipt of notice from us. You will also use such additional or substitute Marks or Copyrighted Works as we direct. We will not be obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Mark or Copyrighted Work or to adopt additional or substitute Copyrighted Works or Marks.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, each month during the Term, you will make the following contributions and expenditures for advertising, marketing and promotion of the Papa Johns brand:

(i) To the extent you are not obligated to perform grand opening marketing pursuant to a development agreement, you must submit to us proof at least four (4) weeks prior to opening of the Restaurant that you have a grand opening marketing budget of Ten Thousand Dollars ($10,000.00) to be used to support pre-opening and for use within the first ninety (90) days of the opening of the Restaurant. You must provide us receipts and invoices evidencing the expenditure of such funds within 120 days after the opening of the Restaurant. The sufficiency of such receipts and invoices will be in our reasonable discretion. If you do not provide reasonable evidence of the required grand opening marketing budget as outlined herein, we may require that you place the grand opening marketing funds into an escrow account.

(ii) In addition to the Grand Opening expenditures required under subsection (i) above, you shall expend, at a minimum, an aggregate amount equal to 2% of the annual Net Sales of the Restaurant on local promotion, marketing and advertising efforts.

(iii) Promotion, marketing and advertising as used herein shall be promotion, marketing and advertising directly promoting the Papa Johns brand, brand initiatives or the Restaurant. Costs and expenditures that shall not be considered promotion, marketing and

advertising shall include but not be limited to aggregator commissions and in-Restaurant materials consisting of fixtures and equipment.

(b) Marketing Fund. Papa John's Marketing Fund, Inc., a Kentucky nonstock, nonprofit corporation (the "Marketing Fund"), has been organized for the purposes set forth in the Articles of Incorporation and By-Laws of the Marketing Fund, as they may be amended from time to time. You will automatically become a non-voting member of the Marketing Fund upon the execution of this Agreement. We will contribute a portion of the Royalty to the Marketing Fund on your behalf. The portion so contributed will equal 25% of such amount as designated from time to time as the contribution rate for traditional Papa Johns restaurants.

(i) You acknowledge that the Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the System and that we, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa Johns restaurants operating in such geographic area or that you or the Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We (including our officers, directors, agents and employees) are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our respective officers, directors, agents and employees will not be liable to you with respect to the maintenance, direction or administration of the Marketing Fund, including with respect to contributions, expenditures, investments and borrowings, except for acts constituting willful misconduct.

(ii) We and our Affiliates will make contributions to the Marketing Fund for each Papa Johns restaurant that we own on the same basis as required of comparable franchisees within the System.

(iii) The funds collected by the Marketing Fund, and any earnings thereon, are not and will not be our asset or the asset of any franchisee.

(iv) Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund may not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

(c) Regional Cooperative Advertising. We have the right, in our sole discretion, to designate from time to time a geographical area in which the Restaurant is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Restaurant at the time you commence operations, you immediately become a non-voting member of such Cooperative. If a Cooperative applicable to the Restaurant is established at any later time during the Term, you will become a non-voting member of such Cooperative no later than 30 days after the date on which the Cooperative commences operation. In no event will the Restaurant be required to contribute to more than one Cooperative. We may designate, from time to time, a formula for calculating a proration or reduction of the contribution rate for Papa Johns restaurants in a Cooperative based on media coverage, demographics or other factors. We will contribute a portion of the Royalty to the Cooperative on your behalf. The portion so contributed will equal 25% of such amount as designated from time to

time as the contribution rate for traditional Papa Johns restaurants. The following provisions apply to each Cooperative:

(i) Each Cooperative must be organized and governed in a form and manner conforming to applicable state law, but your obligation hereunder to participate in and make monetary contributions to a Cooperative is not dependent on any organizational formalities. Each Cooperative will commence operation on a date that we approve or designate, which will, for purposes of this Agreement, constitute the date that the Cooperative is "established." Your contribution obligation will commence on that date (or on the date of this Agreement, if a Cooperative applicable to the Restaurant has already been established at that time). On all matters to be voted on by the Cooperative's membership, each voting member has one vote for each standard Papa Johns restaurant it owns. Each Cooperative must provide any existing bylaws or other regulatory document of the Cooperative to us upon request.

(ii) Each Cooperative is organized for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including print electronic media, and sponsorships for use in and around the applicable geographic area and developing standardized promotional materials for use by the members and neither you nor the Cooperative may use member contributions for any other purpose.

(iii) We will make contributions to each Cooperative of which we are a member on the same basis as required of comparable Papa Johns restaurant franchisees within the System.

(iv) No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without our prior written approval. All such programs, materials and planned activities must be submitted to us for approval in accordance with the procedure set forth below. Advertising agencies employed by a Cooperative must be approved by us.

(v) We will make your contributions to the Cooperative on the date and in the manner designated by the Cooperative. You must also submit such statements and reports as may be designated from time to time by us or the Cooperative.

(vi) Notwithstanding the foregoing, we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more Papa Johns restaurants owned by such franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. Our decision concerning an exemption is final.

(d) **Supplemental Advertising.** You have the right to conduct, at your separate expense, supplemental advertising, marketing or promotional programs or activities in addition to the expenditures specified herein. All such supplemental advertising, marketing or promotional programs or activities and all materials to be used in connection therewith must be either prepared

or previously approved by us within the 90-day period preceding their intended use, or approved by us as provided below.

(e) National Promotions. We may require you to participate in national promotions that we believe are of value to the System and for which domestic systemwide participation is essential to, or a significant element in, the value or success of the promotion. These promotions may include (by way of example and not of limitation or exclusion): (i) offering of premium or other specialty promotional products which may require you to purchase non-standard inventory items; (ii) customer service incentives; and (iii) sponsorships or association with selected promotional associates.

(f) Our Approval. Before their use by the Cooperative or by you, samples of all advertising, marketing and promotional materials not prepared or previously approved by us within the 90-day period preceding their intended use, including co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem or any third party, must be submitted to us (to the attention of your designated Papa Johns Marketing team contact unless otherwise directed by us) for our approval, to ensure consistency with the then-current standards and image of the System and protection of the Marks and the goodwill associated therewith. If disapproval is not received within 20 days from the date of receipt by us of such materials, we will be deemed to have given the required approval. To be considered pre-approved, advertising, marketing, and promotional materials must be identical to what was previously submitted and approved, except for non-substantive changes such as changes to dates and store addresses. The Cooperative and you may not use, and must cease using, any advertising or promotional materials that we may at any time disapprove, regardless whether we have previously approved any such items.

(g) Our Advertising. We may from time to time expend our own funds to produce marketing or promotional materials and conduct advertising as we deem necessary or desirable. In any advertising, marketing or promotional efforts conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included, and the medium employed and we have no duty or obligation to supply you with any advertising, marketing or promotional materials produced by or for us at our sole expense.

(h) Ownership of Advertising. We are the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, the Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, does not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. You will assign to us any contractual rights or copyright that you acquire in any advertising and execute such documents or instruments as we may reasonably require in order to implement the terms of this Section 8.(h).

(i) Internet Website, Social Media and Other Digital or Electronic Marketing. You specifically acknowledge that any internet website, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels") are deemed "advertising" under this Agreement and will be subject to, among other things, Sections 8.(f) and 8.(h) above. In connection with any Electronic Channel:

(i) If required by us, you will establish a separate Electronic Channel, but will only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

(ii) If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions apply:

(A) You will not establish or use the Electronic Channel without our prior written approval.

(B) Before establishing the Electronic Channel, you must submit to us (to the attention of your designated Papa Johns Marketing team contact unless otherwise directed by us), for our prior written approval, a sample of the proposed Electronic Channel domain name, handle, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably require; and you will not use or modify such Electronic Channel without our prior written approval as to such proposed use or modification.

(C) In addition to any other applicable requirements, you will comply with our standards and specifications for websites as prescribed by us from time to time in the Manuals or otherwise in writing.

(D) If required by us, you will establish such hyperlinks or other link or connection to our Electronic Channel and others as we may request in writing.

(E) Upon expiration or termination of the Franchise, you must cease use of any Electronic Channel associated with the Restaurant and assign to us or, at our election, delete any domain name, or other Electronic Channel page, name or site containing any of the Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Marks.

The provisions of this Section 8.(i) also apply to Cooperatives.

9. Telephone Number. The only customer ordering telephone number assigned to the Restaurant is set forth in Section 25.(m) (the "Telephone Number"). You must not use the Telephone Number for any other business. If you obtain any additional or substitute telephone service or telephone number at the Restaurant, you must promptly notify us and such additional or substitute number will be subject to this Agreement. You acknowledge that, as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with the Restaurants or the Marks. Concurrently with the execution of this Agreement, you will execute and deliver the form of assignment of telephone numbers and listings (the "Telephone Number Assignment"), required by the applicable local telephone service provider or, if the local telephone service provider has no form, our current blank assignment form attached to this Agreement as Exhibit B. You acknowledge that the telephone service provider and all listing agencies may accept this Agreement and/or the Telephone Number Assignment as conclusive evidence of our exclusive right in such telephone numbers and directory listings and its authority to direct their transfer.

Upon termination or expiration of the Franchise or transfer of the Restaurant:

(i) you must cease using the Telephone Number;

(ii) you must immediately take any and all actions as may be necessary to transfer the Telephone Number, any other telephone number publicized to customers and any telephone directory listings associated with the Restaurant or the Marks to us or our designee (or to a transferee, if applicable);

(iii) you will have no further right, title or interest in the telephone numbers and listings but you remain liable to the telephone company for all charges and fees owing to the telephone company on or before the effective date of the assignment hereunder;

(iv) as between us and you, we have the sole right to and interest in and to all telephone numbers and listings, including listing in online, digital or other electronic directories, associated with the Restaurant or the Marks;

(v) you appoint us as your true and lawful attorney-in-fact to direct the telephone company or other directory provider to assign same to us, and execute such documents and take such actions as may be necessary to effectuate the assignment; and

(vi) you must immediately notify the telephone company or other directory provider to assign the telephone numbers and listings to us. If you fail to promptly direct the telephone company or other directory provider to assign the telephone numbers and listings to us, we have the right to direct the telephone company or other directory provider to effectuate the Telephone Number Assignment. The telephone company or other directory provider may accept our written direction or this Agreement as conclusive proof of our exclusive rights in and to the telephone numbers and listings upon termination, expiration or transfer of the franchise and that such assignment will be automatically and immediately effective upon the telephone company's or other directory provider's receipt of such notice from us or you. If the telephone company or other directory provider requires that the parties execute the telephone company's or other directory provider's assignment forms or other documentation at the time of termination or expiration of the Franchise, our execution of such forms or documentation on your behalf constitutes your consent and agreement to the assignment. You will perform any and all acts and execute and deliver any and all documents as necessary to assist in or accomplish the assignment described herein and the Telephone Number Assignment.

10. <u>Construction, Design and Appearance; Equipment</u>.

(a) <u>Construction</u>. You will construct or remodel the Premises at the Location in accordance with our construction or remodeling plans and design, layout and decor specifications. You must purchase or lease the pizza preparation, beverage storage or dispensing, storage and other equipment, displays, fixtures, and furnishings that we designate. You will make no changes to any building plan, design, layout or decor, or any equipment or signage without our prior written consent, and you will maintain the interior and exterior decor in accordance with our brand standard specifications as may be reasonably prescribed from time to time by us. Prior to the opening of the Restaurant or within thirty (30) days of a remodel of the Premises, you shall provide to us a copy of the final Health Inspection and Certificate of Occupancy issued by the relevant authorities. If the completion of construction or remodeling of your restaurant is delayed

by thirty (30) days or more for any reason, you will provide us with information and documentation regarding the cause of such delay.

(b) Signs. You will prominently display, at your expense, both on the interior and exterior of the Premises, advertising signs in the form, color, number, location and size, and containing the Marks, logos and designs as we designate. Such signs must be obtained from a source designated or approved by us. You must obtain all permits and licenses required for such signs and you also are responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon the Premises any sign or advertising of any kind to which we object.

(c) Information System. You must: (1) acquire, maintain and use in the operation of the Restaurant the "Information System" (as defined below) for the Restaurant and the right to use, for the Term, the "Designated Software" (as defined below) in the manner specified by us; (2) obtain any and all hardware, peripheral equipment and accessories, arrange for any and all support services and take all other actions that may be necessary to prepare or enable the Information System and the Designated Software to operate as specified by us (including installation of electrical wiring and data cabling, and temperature and humidity controls); and (3) install and use the Designated Software on the Information System, and use such items solely in the operation of the Restaurant in the manner specified by us. You are responsible for all costs associated with the foregoing, including but not limited to transportation, installation, sales, use, excise and similar taxes, site preparation and disposal of retired hardware. You must operate only Designated Software on the Information System. The Designated Software, and all additions, modifications and enhancements thereto, constitute "confidential information," and are subject to the provisions of Section 17 of this Agreement.

(i) Definitions. For purposes of this Agreement, the terms listed below have the meanings that follow them.

(A) "Designated Software" - The software, programming and services as we specify or require from time to time for use by you in the Restaurant. The Designated Software may consist of and/or contain either or both of the following:

(1) Packaged Software. Software purchased and licensed from us or a third party and/or third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements").

(2) Proprietary Programs. Proprietary computer software programs that we develop or cause to be developed and that are owned by us or licensed exclusively to us and that we designate for use on the Information System in the operation of a Restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs").

(B) "Information System" The Designated Software and those brands, types, makes, and/or models of communications and computer systems, hardware, network devices, security systems and internet access platforms specified and required by us for: (i) use in the Restaurant; (ii) between or among Papa Johns Restaurants and/or us; or (iii) between customers,

vendors or suppliers and the Restaurant. The Information System may include, but is not necessarily limited to, hardware and point of sale systems, back-office systems, information storage, retrieval, data transmission systems, third party integrations, inventory management, software maintenance, reporting and analytics, research and development system, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, and security systems.

(ii) Use of Information System. You will record and store all customer transactions on the Information System and in so doing comply with the provisions of any applicable laws and regulations related to data protection and not use the data and information for any purpose other than in the operation of the Restaurant.

(iii) Grant of Software License. We will grant to you, and cause our Packaged Software vendors to grant to you, a nonexclusive, nontransferable, nonassignable license to use the Designated Software, subject to the same terms and conditions under which the Designated Software is licensed to our other franchisees in general. You are bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our Packaged Software vendors, and you must use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality thereof. We have the right to use the data as we determine appropriate, provided, we will: (i) not use or sell the data to any "Competitive Business" (as defined in Section 16.(f)); and (ii) consult with the FAC regarding any sale to or use by a third party of data generated by franchisees (limited to phone numbers, names, street addresses, email addresses and purchase history).

(iv) Access; Enhancements and Changes.

(A) Access to System. We have the right at all times to access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on the Information System. We may access the Information System in the Restaurant or from other locations, including our headquarters and regional offices. You must store all data and information that we designate from time to time on the Information System. No unauthorized data or information may be stored on the Information System.

(B) Enhancements and Changes. We will notify you of, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to Designated Software and the other components of the Information System developed or adopted by us for use in the operation of the Restaurant.

(C) Information Systems Maintenance. You must maintain the Information System in accordance with our published maintenance program, as amended from time to time (which will also be adhered to by our Papa Johns restaurants). If you fail to maintain the Information System in accordance with our published maintenance program, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards. The published maintenance program may include a hardware spares program and a preventive maintenance program. Such maintenance is necessary to help ensure the proper functioning of the Information System. You will not attach any device to the Information System without our prior written approval. If any component of the Information System reaches its end of useful life, and the

ongoing use of such component would, in our discretion, result in an unreasonable security risk, then you must immediately replace such components with approved replacements. Any installation of hardware for the Information System must be performed securely according to the terms and conditions outlined herein and as such terms and conditions may be updated by us at our discretion. We reserve the right to disable the Information System at the Restaurant if we deem reasonably necessary for security purposes due to your utilization of such non-secure end-of-life components or non-secure installation of hardware. You agree to dispose of non-secure end-of-life hardware in accordance with PCI standards.

(D) Ideas and Suggestions. You must promptly disclose to us all ideas and suggestions for modifications or enhancements of the Information System or any component thereof that are conceived or developed by or for you, and we and our Affiliates have the right to use and license such ideas and suggestions without compensation to you therefor. All modifications and enhancements made to the Information System, together with the copyright therein, are our property (or of the appropriate Packaged Software vendor if we so designate), without regard to the source of the modification or enhancement, and you hereby assign all of your right, title, and interest in any ideas, modifications, and enhancements to us (or the appropriate Packaged Software vendor if we so designate). You must execute any documents, in the form provided by us, that we determine necessary to reflect such ownership.

(E) Removal. Upon expiration or termination of this Agreement, you must: (1) allow our employees or agents to remove the Designated Software from the Information System; (2) immediately return to us the Designated Software, each component thereof, any data generated by the use thereof, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation; and (3) immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you). Any destruction of hardware must be completed in accordance with PCI standards and requirements.

(v) On-Site Installation Fee. Our Affiliate, Papa John's USA, Inc. ("PJUSA"), offers installation services for the Designated Software. You are not obligated to use PJUSA's services but installation must be performed by a qualified provider approved by us. If PJUSA installs the Designated Software on your Information System, you must pay to PJUSA upon installation an on-site installation fee (the "On-Site Installation Fee") at its then-current rates, plus all reasonable travel, lodging and other expenses that PJUSA incurred in connection with the installation. In exchange for this On-Site Installation Fee, PJUSA will install the Designated Software on the Information System and provide one or more system installers/trainers at the Restaurant, generally, for a two day install, one day before the Restaurant opens for installation and training and the day the Restaurant opens, for support. This installer/trainer will assist with the configuration and testing of the Information System. If you are opening your first Restaurant, a four-day install will generally be required, unless we approve reduction to a 2 day install. The first 3 days will include installation, testing, configuration and training of your employees in the use of the Information System. The 4th day will be the opening day of the Restaurant and the installer/trainer will remain on site at the Restaurant opening for support. PJUSA may also charge additional On-Site Installation Fees, at its then-current rate, each time a modification of additional days or services to the agreed upon installation is performed at the Location. The On-Site Installation Fees does not include any hardware, supplies, data cabling, electrical wiring, or

shelving installation or other site work necessary to prepare the Restaurant of the Information System. These are your sole responsibility. However, some or all of these materials and services may be offered by PJUSA or its agent for an additional fee.

(vi) **On-Site Support Fee.** You must pay a fee to PJUSA each time on-site support is required for enhancements, modifications or maintenance to the Information System a fee for such on-site support (the "On-Site Support Fee") at its then-current rate. Generally, enhancements and upgrades are accomplished electronically through direct access to the Information System, in which case no on-site support or fee payment is required.

(vii) **Help Desk Service Fee.** PJUSA may offer software support services for the Information System. If you choose to use these services or if the services are mandatory, you must pay to PJUSA a recurring software support service fee ("Help Desk Service Fee") equal to PJUSA's then- current fee and on a timeframe determined by PJUSA. In exchange for this fee, PJUSA will provide general assistance and support for your Information System.

(viii) **Software Maintenance Fee.** You must pay to PJUSA a monthly software maintenance fee ("Software Maintenance Fee") at its then-current rate. This Software Maintenance Fee covers PJUSA's continuing efforts to enhance, develop and upgrade the Information System, including: functionality for point-of-sale; back office; makeline; inventory management; information storage, data transmission systems, retrieval systems, third party integrations, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, reporting and analytics; software maintenance; research and development; upgrades and enhancements to installation media; if any, that we adopt, require or provide. Installation on the Information System, if required, will be charged as described in Section 10.(c)(v).

(ix) **Changes in Fees.** The On-Site Installation Fee, the On-Site Support Fee, Help Desk Fee, the Software Maintenance Fee and/or per diem charges may be changed by PJUSA from time to time; provided that the Help Desk and Software Enhancement Fees are intended to cover PJUSA's actual costs, including reasonable allocations of direct, actual overhead, any associated taxes, and other expenses related to the Information System and the services that PJUSA provides.

(x) We may require you to modify, enhance and/or replace all or any part of the Information System and/or the Designated Software at your expense, and you must, within 120 days of receipt of written notice from us, acquire, or acquire the right to use for the remainder of the Term, the modified, enhanced or replacement version of the Information System and/or Designated Software specified by us. Such written notice may be in the form of a physical or electronic (email or other software-based messaging) communication. You must take all other actions necessary to enable the modified, enhanced or replacement Information System and Designated Software to operate as specified by us. Any such modifications, enhancements, and replacements may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services. You acknowledge that changes or advancements in technology are likely to occur and that the timing and pace of such changes or advancements are not predictable. We have the right to establish reasonable new standards for implementation of new technology as part of the System and you will promptly adopt and implement such new standards as if this

Agreement were periodically revised for that purpose. Such new standards may apply to the Information System or the Alternative Ordering Systems or may consist of entirely new technologies that we, in our discretion, determine are valuable enhancements or additions to the System.

(xi) Warranties and Limitation of Liability. We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to non-exclusive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or other violation of proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and expressly disclaim, any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program. Without limiting the generality of the foregoing, you are solely responsible for inputting into and configuring the Information System to accommodate information of local applicability, including state and local taxability of goods and services sold or provided in the Restaurants and state and local sales tax rates.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE DESIGNATED SOFTWARE OR ANY PORTION THEREOF, INCLUDING ANY PROGRAM DOCUMENTATION OR OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO ARE EXPRESSLY EXCLUDED. WE HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES.

(d) Maintenance, Remodeling, Re-equipping, Enhancements and Replacements. You must at all times to maintain the Restaurant in accordance with our standards, and, within 90 days from the date of written notice from us, remodel or re-equip or perform such maintenance at the Restaurant in accordance with the specifications we provide. Such maintenance, remodeling and re-equipping may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting; and purchasing more efficient or improved equipment. We may require you to take reasonable actions to restore and resurface the parking lot of the Restaurant up to and including enforcing your rights under any lease. We may order and ship replacement equipment at your cost for any end of useful life equipment that is not replaced as required herein, for which a notice of default under Section 19 has been sent and left uncured, and for which we reasonably believe could harm the System. We may require you to perform maintenance and remodeling and to purchase equipment at such times as we deem necessary and reasonable; provided, that we may not require any significant remodeling of the Restaurant during the first two years of the Term (this restriction is not applicable to any Renewal

Term even if a new Franchise Agreement is executed in connection with the renewal of the Franchise). You acknowledge that you are responsible for ensuring that any contractor performs any design, construction or remodeling of the Restaurant in accordance with our standards and specifications. We have the right to require you to submit periodic progress reports in such form and at such times as we reasonably request. You acknowledge that we cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Restaurant, equipment, signage, the Information System or other items. YOU ACKNOWLEDGE THAT EQUIPMENT, ADDITIONS, ENHANCEMENTS, ALTERATIONS, MAINTENANCE AND RENOVATIONS REQUIRED BY US MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM.

11. Operations; Standards of Quality; Inspections.

(a) Principal Operator. You must designate an individual to serve as the "Principal Operator" of the Restaurant, provided, if you are developing and operating multiple Restaurants pursuant to a Development Agreement, you need designate only one Principal Operator for your operation, not one for each Restaurant. The Principal Operator must meet the following qualifications:

(i) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, which rights are evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

(ii) The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant and, as required in this Agreement, must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement.

(iii) The Principal Operator must be a person approved by us who completes our initial training requirements and who must participate in and successfully complete all additional training as we may reasonably designate.

(iv) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communications with customers and us.

(v) The Principal Operator must interact with us and our representatives in a positive, constructive, responsive and respectful manner.

(vi) The Principal Operator must attend and participate in all events, meetings and webcasts that we reasonably designate.

(vii) The Principal Operator must continue to meet the standards of the System.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. Any sale or transfer of any portion of the Principal Operator's interest in you, if any, that would reduce the Principal Operator's equity interest or voting rights in you to less than 5% of the total is deemed a transfer of an interest and is subject to the terms and conditions of Section 14 hereof; and any failure to comply with such terms and conditions is a default by you under this Agreement. However, if the Principal Operator owns 5% or less of you, then a transfer of the Principal Operator's interest to you, another shareholder, member or partner of you or to a successor Principal Operator does not require our consent, is not be subject to our right of first refusal and no transfer fee will be required. You must promptly notify us in writing of any such transfer and provide all information about the transferee and the terms of the transfer as we may reasonable request. If it is determined that you have designated an unapproved Principal Operator, you will be considered in default of this Agreement and we may terminate this Agreement subject to any cure periods outlined herein. Such unapproved Principal Operator must be removed immediately regardless of any cure periods.

(b) Management of the Restaurant. The Principal Operator must personally devote his/her full time and best efforts to the management and operation of the Restaurant in order to ensure compliance with this Agreement and to maintain our high standards. Management responsibility includes: presence of the Principal Operator or a designated manager at the Restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; maintaining the highest standards of customer service; and supervising employees to ensure that the highest standard of service is maintained and to ensure that your employees deal with customers, suppliers, us, and all other persons in a courteous and polite manner.

(c) Compliance with Our Standards. You have full responsibility for the conduct and terms of employment for your employees and the day-to-day operation of your business, including hiring, termination, pay practices and any other employment practices. However, in order to ensure compliance with the quality standards and other requirements of the System, you must operate and maintain the Restaurant through strict adherence to the standards, specifications and policies of the System as they now exist, and as they may from time to time be modified. Such standards and policies include: (i) specifications and preparation methods for food and beverages; (ii) days and hours of operation; (iii) menu items and services offered; (iv) requirements and specifications for uniforms and/or attire of Restaurant personnel; (v) use of specified emblems and Marks on containers, bags, boxes, napkins; (vi) methods of payment accepted from customers; (vii) data privacy and security (viii) maintenance, cleanliness, sanitation and public health precautions and procedures; and (viii) handling of customer complaints and maintaining the highest levels of customer service; (ix) required furnishings and equipment; (x) specifications and approval or disapproval of certain furnishings or equipment; (xi) use of certain sales channels, and (xii) all required provisions of the Manuals. You acknowledge that our specifications and standards with respect to public health or safety, or the health or safety of employees and data privacy and security may be stricter or more rigorous than the requirements of applicable laws and that you must in all cases adhere to our standards and specifications.

(d) Training. You will, at your own expense, conduct at the Restaurant such training and instruction, using such materials, equipment and supplies, as we may reasonably require from time to time. Should any employee or prospective employee of yours perform work that in our reasonable judgment requires additional operational training, skills or knowledge, such employee must take part in such additional training and instruction. You are solely responsible for all wages, travel and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide or require.

(e) Manuals. We will lend to you one or more manuals that contain: (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by us; and (ii) information relative to other obligations hereunder and the operation of the Restaurant (the "Manuals"). The Manuals at all times remain our sole property. We may, from time to time, revise the contents of the Manuals. To the extent that we deem it necessary or appropriate, we will provide you with policy and procedure statements or other written notice of specifications, standards and procedures. You will promptly adopt and use the formulas, methods, procedures, policies, menus, recipes, food products and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued and/or as modified from time to time by us. You acknowledge that all information in the Manuals, policy and procedure statements and other notices constitute confidential information and trade secrets, and may not be disclosed at any time by you. You will not copy any part of the Manuals or any other communication or information provided by us.

(f) Variations in Standards. You may not implement any change to the System without our prior written consent. However, because complete and detailed uniformity under varying conditions may not be possible or practical, we specifically reserve the right, in our sole discretion and as we may deem in the best interests of you or the Chain, to vary the System, including specific standards, policies and/or procedures, within the Restaurant or any other restaurant(s) in the Chain based upon peculiarities of a particular location or circumstances, including: density of population and other demographic factors; size of the Territory; business practices or customs; and any other condition that we deem to be of importance to the operation of such restaurant(s) or the Chain. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices in the Chain and that you are entitled to require us to grant like or similar variations or privileges to you.

(g) Your Developments. We have the right to use and incorporate into the System for the benefit of other franchisees and us any modifications, ideas or improvements, in whole or in part, developed or discovered by you or your employees or agents, without any liability or obligation to you or the developer thereof.

(h) Compliance with Laws and Other Business Practices. You will ensure that your operation of the Restaurant is at all times in compliance with all applicable laws, ordinances, rules and regulations of all governmental bodies, including, without limitation; all federal and state wage and hour laws and regulations; all laws and regulations relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices; all applicable tax laws, including sales tax, payroll tax and income tax laws and regulations; workers compensation and other insurance laws and regulations; and all laws and regulations relating to public health or safety or health or safety of employees. As part of your responsibility to comply with all applicable tax laws, you must collect, at the applicable time of sale, all sales and use tax exemption certificates

and documentation (which must be properly completed) that you are required to collect in connection with sales that are exempt from sales and use taxes, and you must retain all such exemption certificates until the applicable statute of limitations has expired. It is your sole responsibility to determine the provisions and requirements of applicable law and to ensure your compliance. We do not represent that we have detailed knowledge of the laws and regulations of the state, locality or other legal jurisdiction in which the Restaurant is located. In any case, we do not dispense legal advice to you and therefore we do not undertake to evaluate or make any judgment with respect to your compliance with applicable law. However, under Sections 19.(b) and 19.(c), we reserve the right to invoke our contractual remedies if you are found to be in violation of any law or regulation by the legal authority charged with enforcement of such law or regulation or via a civil proceeding, or if any such violation otherwise comes to our attention. You agree to secure and maintain in force all required licenses, permits and certificates. You shall file all tax returns and pay all taxes before they become delinquent. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis. Additionally, if requested, you shall provide us with quarterly evidence of proper sales tax exemption certificates for any sales to tax exempt groups (i.e. schools, churches, and other non-profits).

(i) **PCI Compliance.** You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(j) **Anti-Terrorism Measures**. You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti- Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

(k) **Privacy and Data Protection.** You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other

information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("Personal Information") in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("Privacy Laws"); (ii) employ administrative, physical, technical and organizational safeguards that: (a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information ("Safeguards"); and (b) meet or exceed industry standards regarding Safeguards, including payment card industry ("PCI") standards, norms, requirements and protocols to the extent applicable; (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (v) refrain from any action or inaction that could cause us to breach any Privacy Laws; (vi) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals' offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(l) Courtesy; Cooperation. At all times and under all circumstances, you and your employees will treat all customers and other persons, including our agents, officers, and employees, with the utmost respect and courtesy and fully cooperate with us and our agents, officers and employees in all aspects of the franchise relationship.

(m) Inspections. An agent, officer or employee of ours may make inspections of the Restaurant to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of the Restaurant and all areas of the Restaurant at any time during normal business hours. Such inspections may include: (i) reviewing sales and order forms; (ii) observing the Principal Operator and all managers and your other employees; (iii) interviewing any such persons; (iv) interviewing customers of the Restaurant in order to evaluate your performance and to ensure that the Restaurant is being operated in accordance with the requirements of this Agreement and the Manuals; and (v) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of the Restaurant, as we consider necessary or appropriate to ensure compliance with the then-current quality standards and other requirements of the System and to protect the goodwill and image of the System.

(n) Guidance. You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Restaurant. Those functions remain your sole responsibility and duty. Further, you

understand that the assistance provided to you under this Section 11 does not obligate us to provide the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Restaurant or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

(o) Customer Complaints. You agree to promptly respond to and take reasonable steps to attempt to resolve all valid customer complaints. You agree, upon our request (email acceptable), to provide us with detailed information regarding a complaint and its actual or attempted resolution. If in our reasonable judgment we determine such complaint is detrimental to the image of the brand and we do not believe you have sufficiently resolved or attempted to resolve the complaint, we may effect a resolution and charge any reasonable costs we incur back to you.

12. Products; QCC's; Menu.

(a) Products. You will use only those food items, ingredients, beverages, cooking materials, containers, boxes, cups, packaging, menus, uniforms, and other products and materials in the operation of the Restaurant as we specifically designate or approve. You shall maintain all such products and materials in sufficient supply as to remain in compliance with the standards of the System. You may be required to purchase from us certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider to be integral to the System. We may require that certain products be purchased from one or more designated suppliers. Products other than those required to be obtained from us or a designated supplier may be purchased from any source, provided that the particular supplier and products have been approved by us. We may, from time to time, amend the list of approved products and suppliers. You acknowledge that we, our Affiliates or the Marketing Fund may, from time to time, derive revenue from designated or approved suppliers based on the sale of products to you and our other franchisees. We will disclose all such revenues and the identity of the suppliers to you, but we are entitled to retain such revenues for our or our Affiliates' own use and credit without obligation to you.

(b) Quality Control Centers. PJ Food Service, Inc. ("PJFS") currently supplies designated and approved products to Papa Johns restaurants owned by us or our Affiliates and those of our franchisees from quality control centers that are owned and operated by either PJFS or us (the "QCCs"). PJFS is currently the only designated supplier of dough and Papa Johns proprietary pizza sauce for use by Papa Johns restaurants and you must purchase dough and pizza sauce from PJFS or a designated representative unless and until such time as a successor supplier of dough and/or pizza sauce is designated. PJFS has no obligation to continue supplying you or to continue to operate a QCC, may require the utilization of third-party suppliers and distributors, and may make other supply chain modifications as it deems reasonably necessary.. If PJFS ceases operating a QCC capable of supplying the Restaurant or terminates service to you (other than as a result of the termination or expiration of the Franchise), we will provide you with the name, address and phone number of an alternative approved supplier(s) or distributor(s) and the products to be purchased from such supplier(s) or distributor(s). All purchases by you from the QCCs are on the terms and reasonable delivery policies and procedures specified from time to time by PJFS, including your provision of safe and unobstructed access to the Restaurant for the purpose of effecting both attended and unattended deliveries, including dates and times which may be designated by PJFS, which may include times when the Restaurant is closed. PJFS, through us, hereby reserves the right to specify

different terms for different franchisees and to change delivery methods and schedules in its reasonable discretion. We make no representations or warranties about any of the services performed by or any of the products produced or sold by or through PJFS or any other designated supplier.

(c) Alternative Suppliers. If you desire to: (i) use any equipment, supplies or other products not previously designated and approved by us; (ii) obtain designated products from a source of supply not previously approved by us; or (iii) offer any non-standard menu item or service in the Restaurant, you must furnish to us for our prior approval, free of cost, samples of such products (or a description and demonstration of any such service) in reasonable quantities, its cartons, containers and packaging and wrapping material, the quality and style of which are subject to our approval. Such distributor, supplier, products or services will be approved for use in the Restaurant only upon your receipt of written approval from us. We may withdraw our approval of any previously approved supplier, products or services and you must cease using such products, supplier and/or services upon receipt of written notice from us. In connection with our qualification of any alternative supplier identified and submitted for approval by you (including re-qualification of any supplier that, after our initial qualification and approval, fails to adhere to or maintain our quality standards or specifications) or approval of any non-standard menu item that you desire to offer, you must reimburse to us all of our reasonable expenses incurred in investigating such alternative supplier or establishing standards for, and approving the offering of such non-standard menu item or service and the supplier(s) thereof (or ingredients therefor, as the case may be), in each case including all travel, lodging and meal expenses of our employees or agents. We will not unreasonably withhold or revoke approval of any qualified third party product or supplier.

(d) Commercial Terms. We will have no responsibility for the commercial terms of transactions between you and your distributors and suppliers. The terms and conditions of your purchase of goods from suppliers (including our Affiliates) will be upon the terms and conditions established by such suppliers from time to time, or through your independent bargaining with such distributors or suppliers. This Agreement does not establish the commercial terms of any purchase and sale transaction between you and any supplier (including our Affiliates). To protect the business reputation, image and goodwill of the System and the Chain, you will promptly and within the due time allowed, make payment to all suppliers of goods and services sold or provided to you in connection with the construction, equipping and operation of the Restaurant, including us, our Affiliates, and our designated suppliers, excepting only non-payment resulting from a bona fide dispute with a vendor. You will disclose to us the terms of purchases from approved suppliers, including all revenues, rebates, and discounts that you or your affiliates receive from any supplier.

(e) Menu Items. You will: (i) offer for retail sale, and carry on your menu, only those types, sizes, styles and brands of pizza, pizza dough, pizza sauce, toppings, beverages, and other products as we specify from time to time; and (ii) offer the menu items and services that we specify or designate from time to time as mandatory for the Restaurant, including (A) items that are temporary promotion items, and (B) non-food items and services that are integral to systemwide or national promotional programs. You will not sell or carry on your menu any food items or other products, or provide any services, that we have not specified or approved for the Restaurant. You acknowledge that as long as the Restaurant is classified as a Non-Traditional Restaurant, you will not be required (or permitted) to offer the full range of menu items offered by a typical traditional Papa Johns restaurant. The menu offerings will be determined in consultation with our operations team. We reserve the right to disapprove any menu item.

(f) Pricing. You have the sole responsibility for establishing your prices, provided however: (i) we may set mandatory maximum price points for national promotions to the extent permitted by law; (ii) you will not make or collect any delivery charge or other separate charge for delivered products nor require any delivery minimum not approved by us in our reasonable discretion, regardless of how named or characterized, without our reasonable approval; and (iii) you will not enter into any agreement, arrangement or concerted practice with any other person whatsoever, in violation of any applicable law relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices.

(g) Service. You may sell any items on a delivery basis and provide delivery service from the Restaurant, provided, that this Agreement does not require you to do so.

13. Accounting, Reports and Organizational Records.

(a) Accounting. We may lend to you and/or the person(s) who will be preparing your reports and financial statements for each Period or year-end one or more manuals, which manual(s) may contain mandatory and/or optional accounting procedures, forms, chart of accounts and other items deemed relevant or necessary by us. You must direct your bookkeeper/accountant to follow all mandatory policies, procedures, forms, formats and other items set forth in such manuals. The accounting manual(s) constitute part of the "Manuals" as defined in this Agreement.

(b) Recordkeeping. You must: (i) establish and maintain accounting and record keeping systems substantially in accordance with the specifications and procedures provided by us and as amended from time to time, including maintaining accounting records on a basis enabling or facilitating reporting to us according to monthly or multi-week periods designated by us (each such accounting period is referred to as "Period"); (ii) make all such records available to us upon request; and (iii) maintain and preserve, for at least five years from the date of preparation, full, complete and accurate books, records and accounts.

(c) Periodic Reports. Upon our request, you will deliver to us complete copies of: (i) a statement, in the form prescribed by us, of the revenues and expenses of the Restaurant for the immediately preceding Period; and (ii) such other records and reports as are reasonably requested by us, including bank statements, sales and expense forms and reports, debt statements and reports outlining all debt owed including information on the structure and key terms, a current balance sheet in the form reasonably required by us or our Affiliates , and other reports detailing your capital structure. Any such reports should clearly identify revenue, expenses, and other data requested of the Restaurant, and such information shall not be combined with information for any other business you may operate, including any other Papa Johns restaurants. Required monthly reports (or more frequent as required by us) will continue to be provided in the format we approve until we advise in writing otherwise.

(d) Year-End Reports. Within 120 days following your fiscal year end, you will provide us with copies of your financial statements relating to operation of the Restaurant, including an income statement for the fiscal year just ended and a balance sheet as of the end of such fiscal year, which financial statements must be prepared in accordance with generally accepted accounting principles applied on a consistent basis. You must: (i) furnish us with copies

of all state sales tax returns as we request from time to time; and (ii) promptly notify us if any such return is not timely filed, or if any extension is filed, and the reasons therefor.

(e) Examinations and Audits. We or our designated agents have the right, at all times and upon reasonable notice, to review all your sales and expense records and reports that relate to the Restaurant, as well as all sales and use tax exemption certificates that you are required to collect and retain, and to examine or audit your books and records and to make copies of all such items. If any such examination or audit discloses any underpayment of the Royalty, Marketing Fund payments, or any other sums or fees owed to us and/or any of our Affiliates, you must immediately pay the deficient amount plus interest thereon from the date due until paid, at a rate equal to the lesser of 12% per annum or the maximum amount permitted by applicable law. All payments received will first be credited against interest due and then against other payments due. If such an examination or audit discloses an understatement in any statement or report of 5% or more, you must, in addition to the above provision, reimburse us for the cost of having your books examined or audited. The foregoing are in addition to any other rights or remedies we may have, including the termination of the Franchise granted herein.

(f) Organizational Records. You agree to furnish any applicable organizational records including as applicable any articles of incorporation, bylaws, partnership agreements, operating agreements or other similar agreements which we request. You will promptly furnish to us any amendments to such organizational document.

14. Transfers.

(a) Transfer Defined. For purposes of this Agreement, "transfer" means any issuance, sale, assignment, gift, grant, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, or transfer in substance of a beneficial interest in the Restaurant or all or a substantial part of its assets (including transfer of an interest in or right to receive the profits of the Restaurant or the obligation to bear the risk of loss incurred in the operation of the Restaurant) even if not formally styled as a transfer of ownership of the Restaurant, and any ownership or structural changes in you or any beneficial owner in you, including any merger, reorganization, issuance of additional shares or classes of stock or additional membership or partnership interests.

(b) Assignment by Us. We may assign this Agreement or any or all of the rights, interests, benefits or obligations arising hereunder without restriction. Upon any assignment of this Agreement by us, we will be automatically released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(c) Transfers by You. Your rights and interests under this Agreement are and remain personal to you. You recognize that we have granted the Franchise in reliance on your business and financial capacity and other attributes, and in reliance upon the Owner Agreement. Accordingly, neither you nor any beneficial holder of any capital stock or other ownership interest in you (if you are a corporation or other entity) may, without obtaining our prior written consent, transfer: (i) any interest in the Franchise or this Agreement (including any security interest); (ii) any material portion of your assets or the assets of the Restaurant; or (iii) any stock or other ownership interest in you or any owner of you; except as provided in this Section 14.(c). We have the right to communicate with both you, your counsel, if any, and the proposed transferee on any aspect of such proposed transfer. Our consent to a particular transfer does not constitute consent

to any subsequent, modified, or different transfer and does not constitute a waiver of any claims that we have against you. Any attempted transfer not in accordance with this Agreement shall have no effect and shall constitute a breach of this Agreement. If you grant a security interest in your assets to secure a loan for purchase of the Premises or construction, leasehold or equipment costs, you will ensure that the secured party agrees in writing that: (A) upon default by you, it will notify us and we will have the right, but not the obligation, to be substituted as the debtor and to cure the default; and (B) any acceleration of indebtedness provisions of the loan documents will not be exercisable if we cure the default and assume the indebtedness. Upon the occurrence of a default and our election to assume the indebtedness, the Franchise and this Agreement automatically terminate and we have the right under Section 20 to purchase the assets used in the Restaurant. The purchase price as determined under Section 20 will be reduced by the amount of the debt that we assumed.

(i) Restricted Transfers. Except for Permitted Transfers as described in subsection 14.(c)(vii) below, you must give us at least 45 days prior written notice of any intended transfer of any of your rights or interest under this Agreement or of the proposed transfer of any interest in you, the Restaurant, or any material portion of your assets or the assets of the Restaurant. Subject to the conditions set forth in Section 14.(c)(vi) below, we will not unreasonably withhold our consent to a proposed transfer.

(ii) Right of First Refusal. Irrespective of the qualifications or acceptability of any prospective transferee, we have the first right and option to purchase the interest intended or proposed to be transferred at the same price and on the same terms between you and the prospective transferee contained in the notice, except that:

(A) any proposed closing date or other deadlines or dates certain contained in the notice may be postponed as reasonably necessary or appropriate to accommodate our 45-day evaluation period as described below;

(B) our right of first refusal applies to transfer of the real property of the Location only if the proposed transfer includes, or is part of a series of separate transfers that include, transfer of the Restaurant and/or the Franchise;

(C) we will not be bound by any term or condition in the notice that purports to waive, nullify or alter our right of first refusal or condition or restrict our exercise thereof, that purports to bind or place an obligation on us rather than on you or your proposed transferee, that purports to trigger a termination of the transaction or give you the right to withdraw from the transaction if we exercise our right of first refusal or that purports to be or would in effect constitute an amendment to this Agreement;

(D) if the Restaurant or interest therein or in you is being transferred together with other assets or interests not directly related to the Restaurant or its operations, we may exercise our right of first refusal with respect to the Restaurant or interest therein or in you separate and apart from such other assets or interests and we will not be obligated to purchase any other assets or interests in order to exercise our right of first refusal with respect to the Restaurant, interest therein or in you;

(E) we will not be bound by any allocation of purchase price between the Restaurant, interest therein or in you and other assets or interests that we are not obligated to purchase; and

(F) our purchase option does not apply to Permitted Transfers.

(iii) Review Period; Exercise. Our right commences and is exercisable for a period of 45 days from the date we receive written notice of the proposed transfer, provided, if you are transferring the Restaurant as part of a single transaction or a series of related or substantially contemporaneous transactions involving 50 or more Papa Johns restaurants, we may, at our option, extend the exercise period for an additional 15 days, upon written notice to you. To be effective, the notice of proposed transfer must include, at a minimum:

(A) the name of the proposed transferee and the name and address of each proposed owner thereof;

(B) a fully executed Letter of Intent in substantially the form attached as Exhibit C or a fully executed sales agreement containing the material terms of the proposed transfer;

(C) copies of all leases (and deeds for the Restaurant(s) if real property is included in the sale);

(D) an income statement for each Restaurant for the full prior year and year-to-date for the current year, unless the notice of transfer is delivered during the first fiscal quarter of a year, in which case income statements for the previous two years must be submitted; and

(E) a listing of the material assets to be conveyed.

The 45-day period will not begin until you have provided written notice of the transfer and all the foregoing information, including any additional information reasonably related to the foregoing, has been provided to us. If a Letter of Intent is provided in conjunction with the written notice, you must promptly provide any applicable Purchase Agreement once executed. During this 45-day period (or, if extended, 60-day period), you must give us or our designated representatives or agents access to the Restaurant(s) to inspect facilities, signage and equipment and we may contact landlords as necessary. If we exercise our right of first refusal and no form of purchase agreement is provided with your notice, the transfer to us must be completed pursuant to our then standard transfer agreements, including, but not limited to, our standard Asset Purchase Agreement, Bill of Sale, and Assignment of Lease. If we exercise our right of first refusal you agree to take all reasonable action necessary to assign the lease with the lessor of the Restaurant to us. We may assign our first right and option to an Affiliate at any time during our 45-day (or, if extended, 60-day) evaluation period.

(iv) Valuation. Should the proposed transfer not involve payment of any consideration or involve the payment of any non-cash consideration, we have the option to purchase the interest at a price equal to the fair market value of such interest. We may determine the fair market value using fair and reasonable methods. We will make such determination as promptly as practicable, but in no event later than 45 days (or 60 days, if extended as provided

herein) after we have received fully complete notice of the intended transfer, including all items specified above. If you disagree with the value as we determine, then you and Papa Johns must each hire an appraiser (or a single appraiser, if you and Papa Johns so agree) to value the interest. If the appraisals are within 10% of each other (measured from the higher of the two appraisals), then the difference between the two will be equally divided to establish the price at which we may exercise our first right and option. If the difference between the appraisals is greater than 10%, then the issue of the fair market value of the interest will be determined by a third appraiser selected by the other two appraisers and whose decision will be final and binding, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers.

(v) Approved Transfers. If we decide not to exercise our right of first refusal, and if we approve the transfer in writing, you (or the transferor of an interest in you) may make the proposed transfer on the exact terms and conditions specified in your notice to us, within 60 days after the expiration of our first right and option. If there is any change of the proposed transferee or material change in the terms of the transfer or the assets or interest(s) to be transferred, or if the transfer is not consummated within such 60-day period, you may not thereafter may any transfer without against complying with this Section 14.(c). You must keep the bank account designated for the Payment Methods (as provided in Section 3.(e)(i)) open for a minimum of 30 days after the transfer and to fund such account in sufficient amounts to permit us to use the Payment Methods to collect amounts owed to us and/or any of our Affiliates in connection with your operation of the Restaurant. In the case of an approved transfer of this Agreement and/or the assets of the Restaurant, the transferee has the option of assuming this Agreement for its then remaining term or executing a new agreement in the form of the then current Franchise Agreement being offered to Papa Johns franchisees with a term equal to the remaining Term hereof (except that no Initial Fee will be due); provided that the transferee must make the same election for all Restaurants it is acquiring from you.

(vi) Conditions on Transfer. We will not unreasonably withhold our consent to a proposed transfer if all of the following conditions are satisfied:

(A) we have decided not to exercise our right of first refusal as provided above;

(B) subject to your right to receive notice and an opportunity to cure, you are then in full compliance, and remain in full compliance until the date of transfer, with this Agreement and there are no uncured defaults by you hereunder or we have given you notice of default and you cure it within the earlier of the proposed transfer date or the time specified in Section 19, and all your debts and financial obligations to us and our Affiliates under this Agreement or otherwise are current and your obligations to the Marketing Fund and, if applicable, each Cooperative of which you are a member are current;

(C) you and the proposed transferee execute and we receive fully executed copies of such documents as we reasonably require to evidence the transfer including documents evidencing that such transferee has assumed your obligations under this Agreement and that you will remain liable to us for all obligations in connection with this Agreement prior to the transfer, and if required by us, the proposed transferee executes, and in appropriate circumstances causes such other parties as we require to execute, our then-current form of Franchise Agreement,

Owner Agreement, and other then-current ancillary agreements, which documents may be substantially different than those you entered into in connection with this Agreement;

(D) the proposed transferee enters into an Advertising Agreement with the Marketing Fund and also becomes a member of the Cooperative to which the Restaurant is required to contribute;

(E) before the date of the proposed transfer, the proposed transferee's Principal Operator and managers undertake and successfully complete, to our satisfaction, such training and instruction as we deem necessary;

(F) the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) completes and satisfies the then standard background check requirements and we are satisfied that the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) meets all of the requirements for our new franchisees applicable on the date that we receive notice of the proposed transfer while taking into account the number, geographic scope, and proximity of operations for the Restaurants to be transferred, including, but not limited to, good reputation and character, business experience, restaurant management experience, evidence of compliance with non-competition requirements, geographic scope and proximity of existing operations, and financial strength and liquidity;

(G) you and any owner transferring an interest in you acknowledge and agree in writing that you and they are bound by the non-competition and confidentiality provisions set forth in this Agreement and in the Owner Agreement (and any similar provision in any other document that either you or they have executed) to the maximum extent allowed under applicable law;

(H) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated;

(I) you pay to us a transfer fee of $4,000, provided that, if the proposed transfer is of the Restaurant together with one or more other Papa Johns restaurants owned by you to more than one transferee not under common ownership, then the total transfer fee will be an amount equal to $4,000 per transferee, and provided further that if such multiple transferees are under common ownership you shall be charged a total transfer fee of $8,000;

(J) you perform, or the proposed transferee agrees in writing to perform, such maintenance, remodeling and re-equipping of the Restaurant as we specify in writing, which may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment;

(K) the proposed transferee and all owners of any interest in a transferee that is an entity provide to us, at least 45 days before the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws, articles of organization and operating agreement (if an LLC) or agreement and certificate of partnership (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership as we may reasonably request;

(L) you or the proposed transferee provides written evidence that the proposed transferee has obtained any required consents from the lessor of the Restaurant or any federal, state, or local authorities; and

(M) the proposed transferee, if applicable, is in compliance with any existing agreements with us or our Affiliates.

(vii) Permitted Transfers. You must provide us at least thirty (30) days prior written notice of a Permitted Transfer. The following transfers are "Permitted Transfers":

(A) **No Change of Control.** A member, partner or shareholder of you may transfer all or a portion of such stock or other ownership interest in you to another member, partner or shareholder or to you in a transaction that does not effect a change of control of you and such transfer will not be subject to our consent or right of first refusal and no transfer fee will be required. You must promptly notify us of any such transfer and provide us with sufficient documentation evidencing the transfer.

(B) **Transfers to Descendants or Family Trusts.** Notwithstanding anything to the contrary in this Section, we will not withhold our consent to a proposed transfer of the ownership interests of any owner (the "Owner") of an interest in the Franchisee, either *inter vivos* or upon the death of such Owner, to his or her spouse, immediate family members, direct descendants or a family trust or limited partnership in which the Owner's spouse, another Owner or a state or national bank is the sole trustee or the sole general partner (collectively, a "Trust," and the proposed transfer is referred to as a "Pre-Approved Trust Transfer"); provided, the spouse, immediate family member or descendant meets all conditions and qualifications required of transferees, except for those conditions inapplicable to Permitted Transferees as outlined herein, and that the Franchisee, the Owner and the Trust agree to:

(1) furnish to us such documents and information concerning the proposed transferee as we may request, including copies of the Trust document, a list of direct and indirect beneficiaries of the Trust (which must be the Owner's spouse, immediate family members or direct descendants via birth or adoption), and an undertaking: (a) by the beneficiaries not to transfer their interests in the Trust without our prior written approval; and (b) by the Trust that the Trust acknowledges and agrees that ownership interests in you that are held by the Trust remain subject to the transfer provisions of the Franchise Agreements and the Owner Agreement; and

(2) enter into such transfer agreements with us as we may reasonably specify, which agreements may require a transfer of the Agreements to the Trust,

a general release by Owner or his/her Authorized Representative, and new personal guarantees from the Trust and/or the beneficiaries of the Trust.

If these conditions are fully satisfied, we will not charge a transfer fee as provided herein; provided, however, that Franchisee or the transferring Owner must instead reimburse us for the out-of-pocket costs (including reasonable attorneys fees), if any, that we incur in connection with a Pre-Approved Trust Transfer effected pursuant to this Section.

If the spouse, immediate family member or descendant, does not immediately satisfy all of the conditions and qualifications required of transferees, such spouse, immediate family member or descendant shall have a reasonable amount of time, not to exceed three (3) months, to satisfy such conditions and qualifications. If such spouse, immediate family member or descendant is unable or unwilling to satisfy such conditions and qualifications after such three (3) month period, Franchisee will have an additional three (3) months to transfer such interest to a qualified third party.

15. Death, Incapacity or Dissolution.

(a) Transfer Upon Death, Etc. Upon your death or permanent incapacity; or, if you are a corporation, limited liability company, partnership or other entity, upon the death, incapacity or dissolution of any owner of any interest in you; the executor, administrator, conservator, trustee or other representative of such person or entity must assign such interest in the Franchise, or such interest in you, to us or a third party approved by us; provided, that if the transferee is a Permitted Transferee, our right of first refusal does not apply and no transfer fee will be payable. Further, if an approved transfer involves less than 25% of the ownership of you, no transfer fee will be payable. If you are one or more individuals and any of you dies or becomes permanently incapacitated, and if the law of the jurisdiction where the Restaurant is located so provides, nothing contained in this Section will deny your spouse, heir(s) or personal representative the opportunity to participate in the ownership of the Franchise for a reasonable time after your death or incapacity, provided that: (i) this Agreement is valid and in effect; (ii) the spouse, heir(s) or representative meets all conditions and qualifications otherwise required of transferees; and (iii) such spouse, heir(s) or representative maintains and complies with all standards and obligations contained in this Agreement. An assignment under this Section 15 must be completed within a reasonable time, not to exceed 9 months from the date of death, permanent incapacity or dissolution and is (except as otherwise provided above) be subject to the terms and conditions applicable to lifetime transfers contained in Section 14, including our right of first refusal.

(b) Management by Us. Pending assignment, if the Principal Operator ceases managing the Restaurant and another shareholder, member, partner or employee of you that qualifies as the Principal Operator does not assume such obligations, we may, at our sole option, appoint a manager to operate the Restaurant for your account. All expenses of the Restaurant, including compensation, travel and living expenses, and other costs of the appointed manager, and a reasonable per diem fee for our administrative expenses, will be charged to you. Operation of the Restaurant during any such period will be for and on your behalf. The appointed manager will have a duty only to utilize his or her best efforts in the management of the Restaurant and neither we nor the appointed manager will be liable to you or your owners for any debts, losses, liabilities or obligations incurred by the Restaurant, or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which it is managed by our appointed manager.

16. Your Additional Covenants.

(a) Limitations on Activities. If you are a corporation, limited liability company, partnership or other entity, you will not at any time during the Term of this Agreement own, operate or have any interest in any other business or business activity other than the operation of Papa Johns restaurants pursuant to agreements with us. If you are an individual and are also the Principal Operator, you have disclosed to us all businesses in which you have an interest, or are engaged in, and covenant that you will notify us of any intention to participate or engage, directly or indirectly, in any other business activity at least 30 days before undertaking such activity or becoming a party to any agreement or understanding relating to such activity. You will provide us with such information in regard thereto as we may reasonably request and will not engage or participate in any such activity unless you receive our written consent.

(b) Execution of Ancillary Documents. Simultaneously with the execution of this Agreement, you will cause each person or entity owning any beneficial interest in you to execute an Owner Agreement in the form provided by us.

(c) Your Non-Compete. You covenant that during the Term of this Agreement (including the Renewal Term, if applicable) you will not engage in any of the following activities:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa Johns restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready- to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business, directly or indirectly and irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service will not in itself be deemed violative of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

To the extent required by the laws of the state in which the Restaurant is located, the duration or the geographic areas included within the foregoing covenants, or both, will be deemed amended in accordance with Section 25.(a).

(d) Managerial and Supervisory Employees. You covenant that you will use reasonable efforts to cause all persons who are involved in managerial or supervisory positions to be trained and instructed to observe your covenants in this Section 16 and Section 17 as if they were personally and individually bound thereby.

(e) Copying. You will not copy or duplicate our System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, software, programs, know-how or other proprietary ideas or information nor will you convey, divulge, make available or communicate any such information to any third party or assist others in doing so (except as permitted or required by this Agreement).

(f) Validity of Marks and Copyrights; Registrations. You will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to equitable, monetary and punitive remedies and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as a result of such violation.

(g) Reasonableness of Scope and Duration. The covenants and agreements contained herein are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you will not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You acknowledge that you have other skills and resources and that the restrictions contained in this Section 16 will not hinder your activities or ability to make a living either under this Agreement or in general.

(h) Enforceability. We may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section, and that we will, in addition to all other remedies, be entitled to injunctive relief and specific performance. The covenants and agreements contained in this Section will be construed as separate covenants and agreements, and if any court or arbitrator makes a final determination that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenants and agreements may be enforced as to such reduced area, activity or time.

17. Trade Secrets and Confidential Information. You understand that we have disclosed or will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as approved by us, you may not, during the Term or at any time after the expiration or termination of the Franchise, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurant or the System. You will disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate your business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including drawings,

materials, equipment, marketing, recipes, and other data, that we designate as secret or confidential is deemed secret and confidential for purposes of this Agreement. Confidential and proprietary information does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this agreement; (iii) before disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process will not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

18. Insurance.

(a) Types and Extent of Coverage. You must obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises) under policies issued by carriers rated "B+" or better by A.M. Best Company:

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements of the Restaurant;

(ii) workers' compensation and other insurance required by law;

(iii) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you, providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for:

(A) Premises and Operations Liability;

(B) Products and Completed Operations Liability;

(C) Independent Contractors Protective Liability;

(D) Blanket Contractual Liability insuring the obligations assumed by you under this Agreement; and

(E) Incidental Medical Malpractice;

(iv) fire legal liability, with a minimum coverage limit of $500,000, unless you own the Premises or have a cross-waiver of subrogation with your landlord.

The limits of liability required for the policies specified in (iii) above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal

injury liability; $1,000,000 aggregate for products - completed operations; and $2,000,000 general aggregate. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location if you operate at more than one location pursuant to multiple franchise agreements with us. You are also required to maintain an umbrella policy with a minimum of $1,000,000 of coverage, which must expressly provide coverage above the coverages listed above. We must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend.

(b) Other Insurance Requirements. Upon request, you will deliver to us copies of all such policies of insurance and proof of payment therefor. All policies required hereunder must provide that the insurer will endeavor to give us written notice not less than 30 days before the date the coverage is canceled, altered, or permitted to lapse or expire. We may, from time to time, increase the limits of any required policy of insurance.

19. Termination by Us.

(a) Automatic Termination. You will be in default under this Agreement, and the Franchise and all rights granted to you in this Agreement automatically terminate without notice to you, if: (i) you make a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by you; (ii) such a petition is filed against and not opposed by you; (iii) you are adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets and consented to by you; (v) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vii) a final judgment against you remains unsatisfied or of record for 30 days or longer (unless an appeal or supersedeas bond is filed); (viii) you are liquidated or dissolved; (ix) any portion of your interest in the Franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (x) execution is levied against your business or property; or (xi) the real or personal property of your Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Upon Notice. You will be in default and we may, at our option, terminate the Franchise and all rights granted in this Agreement, without affording you any opportunity to cure the default, effective upon the earlier of receipt of notice of termination by you, or five days after mailing of such notice by us, if:

(i) at any time you cease to operate or otherwise abandon the Restaurant or forfeit the right to do or transact business in the jurisdiction where the Restaurant is located or lose the right to possession of the Premises; provided however, that if any such loss of possession results from the governmental exercise of the power of eminent domain or if, through no fault of yours, the Premises are damaged or destroyed, then you will have 45 days after either such event in which to apply for our approval to relocate or reconstruct the premises of the Restaurant (which approval shall not be unreasonably withheld), provided, that you must either relocate or begin and diligently pursue reconstruction of the Restaurant within 60 days after the event;

(ii) except as otherwise permitted in Sections 14 and 15, any owner of more than a 5% interest in you transfers all or part of such interest or you transfer any interest in the Franchise or a material portion of your assets or the assets of the Restaurant without our prior written consent;

(iii) you, or any person or entity owning an interest in you, are (or is) proven to have engaged in fraudulent conduct or are (or is) convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated there-with; provided, that if the act or conviction involves your owner, we will not terminate the Franchise if you notify us promptly after you learn of the event constituting the default and within 30 days of the date of the notice, that either: (A) the person or entity that committed the wrongful act has divested his, her or its entire interest in you; or (B) you obtain our consent for such owner to maintain his, her or its ownership interest;

(iv) an approved transfer is not effected within 9 months of your death or incapacity, or the death, incapacity or dissolution of any owner of an interest in you;

(v) you make any intentional, unauthorized disclosure or divulgence of the contents of any Manual or other confidential information provided to you by us;

(vi) you are repeatedly notified of being in default of any of the terms or requirements of this Agreement within any 12-month period, whether or not such defaults are timely cured after notice;

(vii) you fail to comply with any of your covenants set forth in Sections 16 or 17, fail to maintain the insurance coverages under Section 18, or make any material misrepresentation to us or breach any warranty or representation made to us, whether in this Agreement or otherwise;

(viii) you knowingly or intentionally maintain false books or records or submit any false record, statement or report to us;

(ix) you, by act or omission, materially impair the value of, or the goodwill associated with, the Chain, any of the Marks or the System;

(x) an imminent threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant;

(xi) you fail to close the Restaurant within 24 hours of being required to do so pursuant to Section 19.(c)(v) below; or

(xii) you receive a written notice from a governmental or quasi-governmental authority that you are not complying with applicable law, and you do not begin complying with such law within fifteen (15) days after written notice of non-compliance from us, in the absence of a good faith dispute over the law's application or legality and without promptly resorting to an administrative or judicial forum for relief; provided, however, that if a notice from a

governmental or quasi-governmental authority provides for a cure period of longer than fifteen (15) days, then such longer time period shall apply.

(c) Upon Notice and Failure to Cure. In addition to those defaults provided for under subsections (a) or (b) above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as provided under subsections (a) or (b) above, we will provide you with written notice and 30 days to cure or, if a default cannot reasonably be cured within 30 days, to begin within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 30-day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate the Franchise effective on the earlier of the date of receipt by you of notice of termination or 5 days after the mailing of such notice by us. Such defaults include the occurrence of any of the following events:

(i) you fail to construct, remodel, or commence operating the Restaurant in accordance with this Agreement;

(ii) you fail, refuse, or neglect to promptly pay any monies owing to us, our Affiliates or the Marketing Fund or a Cooperative when due, or to submit the financial or other information required under this Agreement;

(iii) any person or entity owning 5% or less of you transfers such interest in violation of this Agreement; provided, however, that your right to cure such a default will be conditioned upon you immediately notifying us of the improper transfer and taking all actions necessary to either: (A) obtain our approval thereof; or (B) if approval is not desired or the transfer or transferee is not approved by us, to re-acquire the interest so transferred;

(iv) you misuse or make any unauthorized use of the Marks;

(v) you, by act or omission in connection with the operation of the Restaurant, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body or an imminent threat or danger to public health or safety, an imminent hazard to the health or safety of Restaurant personnel, or other threat or danger of immediate and substantial harm to the System or the image and goodwill associated with the System and the Marks results from the construction, maintenance, or operation of the Restaurant (and, in the case of any such imminent threat or danger or any law, ordinance, rule or regulation for public or Restaurant personnel health or safety, we have the right to reduce the cure period to 72 hours and require you to close the Restaurant until the cure is effected);

(vi) you commit a material breach of the lease for the Premises or suffer or permit the existence of any condition that could result in your default or material breach of such lease;

(vii) you fail to comply with any mandatory standards, procedures, specifications, or requirements set forth in the Manual;

(viii) you fail or refuse to complete any mandatory training; or

(ix) you fail or refuse to implement or adhere to any requirements of the System as they may change from time to time.

(d) Materiality of Breaches. You acknowledge that a breach or violation of any term, covenant, condition, warranty, representation or other obligation by you (other than a breach or violation that may be cured under Section 19.(c) and is in fact cured within 15 days after notice) constitutes a material breach and default under this Agreement. Any breach or violation that may be cured under Section 19.(c) and that is not in fact cured within the 15-day cure period also constitutes a material breach and default under this Agreement.

20. Obligations upon Termination or Expiration.

(a) Post Termination Obligations. Upon transfer, termination or expiration of the Franchise, all rights granted to you under this Agreement terminate, and you have the following obligations with respect to the Restaurant franchised under this Agreement:

(i) You must immediately cease to operate the business franchised under this Agreement, and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a Papa Johns franchisee with respect to such business and within ten (10) days of closing make such modifications and alterations to the Premises as may be necessary to distinguish the appearance of the Premises from that of other Papa Johns restaurants and make such specific additional changes thereto as we may reasonably request or as may be required by any then-existing Closing Policy.

(ii) You must immediately and permanently cease to use, in any manner whatsoever, all confidential information, website, methods, procedures and techniques used by or associated with the System, and the proprietary Marks "Papa John's," "Papa John's Pizza," and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the Papa Johns Chain, including in any website or domain name.

(iii) You must immediately return to us (or, if approved by us, to your transferee) any property held or used by you that is owned by us and cease to use, and either destroy or convey to us (or, if approved by us, to your transferee), all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

(iv) You must take such actions as may be necessary to cancel any assumed name or similar registration that contains the mark "Papa John's" or "Papa John's Pizza" or any other Mark, and you furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of the Franchise.

(v) You must promptly pay all sums owed to us and our Affiliates, and if the Franchise is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within 30 days or such longer period as may be necessary after

written notice thereof from you, such sums include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default and the termination, which obligation will give rise to and remain, until paid in full, a lien in favor of us against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on the Premises on the date the Franchise terminated and we have the right to set off against and deduct any amounts owed to you by us or any of our Affiliates any or all sums owed to us or our Affiliates that remain unpaid 30 days after termination or expiration of this Agreement.

(vi) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

(vii) You must immediately deliver to us (or, if approved by us, to your transferee) all Manuals, policy and procedure statements, instructions, and other materials related to operating the Restaurant, including brochures, charts and any other materials provided by us and all copies thereof, and neither retain nor convey to another (other than an approved transferee) any copy or record of any of the foregoing and, in the case of expiration or termination of the Franchise, you must allow us to remove the Designated Software as described in Section 10.(c)(iii)(E).

(viii) You must comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(ix) You will not, for a period of two (2) years after the transfer, termination or expiration of the Franchise (the "Restricted Period"), regardless of the reason for any such termination or expiration, within a 10-mile radius of (1) the Restaurant, or (2) any business location at which we or an Affiliate or our franchisee then operates a Papa Johns restaurant or other Papa Johns business,

(A) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business, or

(B) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account, or

(C) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity, provided that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation, or

(D) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

(x) If we terminate this Agreement based on your default (including if you abandon or otherwise cease to operate the Franchise), you agree to pay to us, as liquidated damages, an amount calculated as follows: (a) the average of your monthly Royalty that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your monthly Royalty for the number of months you have operated the Franchise); (b) multiplied by the lesser of 24 or the number of months remaining in the then-current term of this Agreement under Section 2 above. Notwithstanding the foregoing, if we approve the closure of the Location according to the then existing Store Closing Policy you will not be charged liquidated damages as described herein. Your payment of liquidated damages shall not affect our right to obtain appropriate injunctive relief or otherwise enforce our rights under this Agreement.

(xi) We shall have the option, to be exercised within fifteen (15) days after termination or expiration of your rights hereunder, to purchase from you any or all of the furnishings, equipment, signs, fixtures, supplies, the information systems or inventory related to the operation of the Restaurant, at your cost or fair market value, whichever is less. This purchase option shall run simultaneously with the Asset Purchase Option outlined in Section 20(b). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by us, and the appraiser's determination shall be binding. If we elect to exercise any option to purchase herein provided, we shall have the right to set off all amounts due from you, if any, against any payment therefor.

You are also hereby obligated to comply with the other covenants contained in this Agreement that expressly or necessarily by their terms survive the expiration, termination or transfer of this Agreement, including the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(b) <u>Asset Purchase Option</u>.

(i) <u>Option</u>. Upon termination of this Agreement by us, upon termination of this Agreement by you without cause or upon expiration of this Agreement without renewal, we have the option, exercisable by giving written notice thereof within 15 days from the date of such expiration or termination, to purchase from you all (except as otherwise provided in this Section) the assets used in the Restaurant. Assets subject to this purchase option include leasehold improvements, equipment (including hardware and ancillary equipment components of the Information System), furniture, fixtures, signs and inventory for the Restaurant, but not any real property. We have the unrestricted right to assign this option to purchase. We or our assignee are entitled to all customary warranties and representations given by the seller of a business, including representations and warranties as to: (A) ownership, condition and title to assets; (B) liens and encumbrances relating to the assets; and (C) validity of contracts and liabilities inuring to us or affecting the assets, contingent or otherwise.

(ii) <u>Purchase Price</u>. The purchase price for the assets of the Restaurant will be the fair market value thereof, determined as of the date of termination or expiration of this Agreement in a manner consistent with reasonable depreciation of leasehold improvements owned by you and the equipment, furniture, fixtures, signs and inventory of the Restaurant, provided that the purchase price will not contain any factor or increment for any trademark, service mark or other

commercial symbol used in connection with the operation of the Restaurant, any goodwill or "going concern" value for the Restaurant or any value for computer software or other proprietary information of ours that is merely lent or licensed to you and which you are obligated to cease using and/or return to us upon expiration or termination of the Franchise; and further provided that we may exclude from the assets purchased hereunder any equipment, furniture, fixtures, signs and inventory that do not, as determined by us in our sole discretion, meet quality standards for Papa Johns restaurants. If you and we are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser selected by us and you. If you and we are unable to agree on a single appraiser, each party must select one appraiser, who must select a third appraiser, and the fair market value will be the average of the three independent appraisals. The fees and costs of such appraiser or appraisers will be borne equally by you and us. Except as provided above, nothing contained herein restricts the manner in which the appraisers so selected value the leasehold improvements, equipment, furniture, fixtures, signs and inventory.

(iii) Closing. The purchase price will be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which must take place no later than 90 days after receipt by you of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (1) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (2) all licenses and permits of the Restaurant that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets as aforesaid, or if there are other unresolved issues, the closing of the sale may, at our election, be accomplished through an escrow. You must, before closing, comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Restaurant is located. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our Affiliates, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each owner of an interest in you must indemnify us against all liabilities not so assumed.

(iv) Actions Pending Closing. If we or our assignee exercise this option to purchase, pending the closing of such purchase as hereinabove provided, we have the right to appoint a manager to maintain the operation of the Restaurant as set forth under Section 15.(b). Alternatively, we may require you to close the Restaurant during such time period without removing any assets from the Restaurant. You must maintain in force all insurance policies required pursuant to this Agreement, until the closing on the sale.

(v) Right of First Refusal/Rental Terms. If you own the real property on which the Restaurant operates and we elect to purchase the Restaurant under this Section 20.(b), and you intend to sell the real property, we or our designee shall have a right of first refusal to purchase the real property at the time we purchase the Restaurant. If you elect not to sell the real property, and unless we agree in writing to different terms, if we elect to purchase the Restaurant we or our designee will enter into a lease with you or your designee for a term of not less than five (5) years with an option by the lessee to extend the term of the lease for an additional term of five (5) years. The lease shall contain the terms and conditions contained in the form of lease then used by us or our affiliates in connection with Papa John's corporate restaurants. The rent under the lease for the initial five (5) year term shall be the fair market rental value of the property as determined by an independent appraiser selected in the manner described in Section 20.(b)(ii). The rent shall be modified during the second five (5) year option term to reflect the then fair market rental value of the property.

21. Independent Contractor; Indemnification.

(a) Independent Contractor. This Agreement creates only a contractual relationship between the parties subject to normal rules of contract law. This Agreement does not create a fiduciary relationship between us and you and you are and will remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You will hold yourself out to the public as an independent contractor, separate and apart from us. You will not make any contract, agreement, warranty or representation on our behalf without our prior written consent, and you agree that you will not incur any debt or other obligation in our name. This Agreement will not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of the Restaurant or the management of your business, including ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend almost exclusively on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employment practices.

(c) Indemnification. We will not be liable by reason of any act or omission by you in your operation of the Restaurant or for any claim, cause of action or judgment arising therefrom against you or us. You will hold harmless, defend and indemnify us and our Affiliates, and our and their respective shareholders, officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, costs (including reasonable attorney fees, court costs, and expert witness costs, as and when incurred) and damages arising out of or in connection with any claim or cause of action in which we are or become a named defendant and that arises, directly or indirectly, out of the construction or operation of, or in connection with, your Restaurant, other than a claim finally determined to have resulted directly from our negligence.

22. Your Representations. You hereby represent and warrant that:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. You have disclosed to us the identity of all owners of any beneficial interest in you and, if and to the extent that any such owner is a corporation, LLC or other business entity, the names of all beneficial owners of such owner/entity.

(b) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation, warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

23. ENFORCEMENT.

(a) ARBITRATION. EXCEPT FOR CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON: (1) ANY ACTION TO STOP OR PREVENT ANY THREAT OR DANGER TO PUBLIC HEALTH OR SAFETY RESULTING FROM THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF THE RESTAURANT; (2) ANY DEBT COLLECTION ACTION (OTHER THAN OUR ENFORCEMENT OF YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE); OR (3) AT THE CLAIMANT'S OPTION, ANY ALLEGED VIOLATION OF ANY PROVISION OF SECTION 16 OR 17 HEREOF, OR USE OF THE MARKS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT; ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES)AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILI- ATES AND EMPLOYEES, IF APPLICABLE) ARISING OUT OF OR RELATED TO:

(i) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT, INCLUDING YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE;

(ii) OUR RELATIONSHIP WITH YOU, INCLUDING ISSUES RELATING TO OUR DECISION TO TERMINATE THAT RELATIONSHIP;

(iii) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT; OR

(iv) ANY STANDARD, SPECIFICATION OR OPERATING PROCE- DURE RELATING TO THE ESTABLISHMENT OR OPERATION OF THE RESTAURANT.

MUST BE SUBMITTED FOR BINDING ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDING WILL BE CONDUCTED IN LOUISVILLE, KENTUCKY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WILL BE HEARD BY ONE ARBITRATOR IN ACCORDANCE WITH THE THEN CURRENT COMMER- CIAL ARBITRATION RULES OF THE AAA. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT BY ANY STATE ARBITRATION LAW.

THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF THAT THE ARBITRATOR DEEMS PROPER IN THE CIRCUM- STANCES, INCLUDING MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE OR DATE DAMAGES ARISE OR ARE INCURRED), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR DOES NOT HAVE THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE

INVALID OR, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE ARBITRATOR WILL BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE AND YOU ARE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. IN CONNECTION WITH ANY ARBITRATION PROCEEDING, EACH PARTY MUST SUBMIT OR FILE ANY CLAIM THAT WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM THAT IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE WILL BE FOREVER BARRED.

EXCEPT FOR INCLUSION OF RELATED PARTIES AS EXPRESSLY PROVIDED IN THIS SECTION 23.(a), ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES OR EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO OBTAIN A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY (WITHIN 10 BUSINESS DAYS OF COMMENCEMENT OF COURT ACTION) SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRA- TION OR TERMINATION OF THIS AGREEMENT.

(b) <u>GOVERNING LAW.</u> EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 <u>ET SEQ.</u>) OR OTHER APPLICABLE PREEMPTIVE FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY

THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO OBTAIN A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

(d) WAIVER OF PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21 AND CLAIMS WE BRING AGAINST YOU UNDER SECTIONS 16.(c), 16.(f) AND 17, WE AND YOU AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

(e) WAIVER OF JURY TRIAL. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(f) LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY US WITH REGARD TO YOUR OBLIGATIONS UNDER SECTIONS 16 AND 17, AND YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF YOU AND US PURSUANT TO THIS AGREEMENT WILL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIMANT KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER LATER OCCURS.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 16.(f), 20 and 21, each party must pay its own costs, expenses and attorneys' fees in any arbitration, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

24. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and be given: (i) by personal delivery; or (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; or (iii) by registered or certified mail, return receipt requested, postage prepaid, or by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or to such other person or entity as either party may designate by notice to the other in accordance herewith.

Us: If by Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) actual receipt by regular mail; (c) on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States mail, registered or certified mail, return receipt requested.

25. Miscellaneous.

(a) Insolvency Proceeding. In any event described in Section 19.(a) (an "Insolvency Proceeding"), the following provisions apply:

(i) Fees and Expenses. In the event of any Insolvency Proceeding, you must pay all reasonable fees and expenses (including attorneys' fees) incurred by us or our Affiliates in: (A) advising, structuring, drafting, reviewing, administering or amending the Agreement and/or (B) terminating, enforcing or otherwise protecting our rights under the Agreement in such Insolvency Proceeding, irrespective of whether suit is brought by or against us (the "Insolvency Expenses").

(ii) Enforcement of Agreement in Insolvency Proceeding. If you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you will remain bound by each term and provision of this Agreement and you acknowledge that you will be benefitted by the continued use and enjoyment of the rights and benefits provided to you by and under this Agreement. You acknowledge that the value of such ongoing benefit is equal to the amount(s) payable under this Agreement and so long as you continue to operate the Franchise and otherwise continue to accept

the benefits of this Agreement during the pendency of any Insolvency Proceeding, you must timely pay all of the amounts due under this Agreement in the manner provided by this Agreement.

(iii) Assumption and/or Assignment of Agreement. In any Insolvency Proceeding, this Agreement cannot be assigned and/or assumed under 11 U.S.C. Sections 363 or 365 or otherwise, without our express written consent, which consent may be given or withheld in our sole and absolute discretion. In order to assume and/or assign the Agreement in any Insolvency Proceeding, the defaults that must be cured as an express condition to such assumption and/or assignment and otherwise in accordance with 11 U.S.C. Section 365(b)(1) include the Insolvency Expenses plus all amounts due from you to: (A) Papa Johns, (B) any and all Affiliate(s) of Papa Johns, (C) PJFS, and (D) the Papa John's Marketing Fund, Inc. or Papa Card, Inc., whether the amounts due from you arise under this Agreement or otherwise.

(iv) Rejection of Agreement. Rejection of this Agreement in any Insolvency Proceeding, whether pursuant to 11 U.S.C. 365 or otherwise, will result in a termination of this Agreement and a revocation and reversion to us of the Franchise and all of the rights provided to you under this Agreement.

(b) Tolling; Severability. During any period in which any covenant in Section 16 or 17 is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period will toll and be suspended. You will be bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order, arbitral award or decision or with any applicable state or federal law, whether currently in effect or subsequently enacted.

(c) Construction. All references herein to the masculine, neuter or singular must be construed to include the masculine, feminine, neuter or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements and obligations herein made or undertaken by you will be deemed jointly and severally undertaken by all those executing this Agreement as you. All uses of the words “include”, “includes” and “including” mean “including but not limited to” or “including without limitation.”

(d) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto, constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document that we furnished to you in connection with the offer and sale of Papa Johns franchises. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(e) Affiliate. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by us or that owns or controls us or is under common control with us, directly or through one or more intermediaries.

(f) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto.

(g) Waivers. No failure by us to exercise any right given to us hereunder or to insist upon strict compliance by you with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof, constitutes a waiver of our right to demand full and exact compliance by you with the terms hereof. Waiver by us of any particular default by you does not affect or impair our rights with respect to any subsequent default of the same or of a different nature, nor will any delay or omission by us to exercise any right arising from such default affect or impair our rights as to such default or any subsequent default.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

(i) Headings. The headings used in this Agreement are for convenience only, and the paragraphs will be interpreted as if such headings were omitted.

(j) Time of Essence. You acknowledge that time is of the essence with regard to your obligations hereunder and that all of your obligations are material to us and this Agreement.

(k) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa Johns and delivery to you. The date that we set forth below is the Effective Date of the Agreement.

(l) Policies. We may, after consulting with the Franchise Advisory Council, an advisory board representing our domestic franchisees, or any successor approved by us (the "FAC"), periodically adopt and amend policies on: (i) how Alternative Ordering Areas are defined and changed; (ii) restaurant closings; and (iii) PJFS profitability. We will not make any substantive changes to any of these three policies that will have, or could reasonably be expected to have in the next 12 months after the change, any adverse effect on the sales or profitability of a majority of the franchised Papa Johns restaurants, without first presenting the change(s) to the FAC. At such meeting the members of the FAC will be allowed to comment on the changes, make suggestions and vote for or against the changes per normal practice. However, notwithstanding any comments, objections or vote against the proposed change(s), we have the final decision on these policies, including changes to, or elimination of, one or more polices and the interpretation of them as they may exist from time to time.

(m) Identification of Restaurant; Effective Date. The Location, Telephone Number, Store Number used to identify the Restaurant in the Papa Johns Chain and Effective Date are as follows:

(i) Location: _____
_____

(ii) Telephone Number: _____

(iii) Store Number: _____

(iv) Effective Date: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

FRANCHISEE

By: _____
Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____
Title: _____

PAPA JOHNS

SMALL TOWN AGREEMENT

EXHIBIT A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, dated _____, 20 ___, is entered into by and between ("Lessor"), and _____ ("Lessee").

RECITALS:

A. The parties hereto have entered into a certain Lease Agreement, dated _____, 20____, and pertaining to the premises located at _____ _____ (the "Lease").

B. Lessor acknowledges that Lessee intends to operate a Papa Johns restaurant in the leased premises (the "Premises") under a Papa Johns Franchise Agreement (the "Franchise Agreement") with Papa John's Franchising, LLC ("PJF").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Remodeling and Decor**. Lessee has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Papa Johns business in the Premises.

2. **Assignment**. Lessee has the right to assign all of its right, title and interest in the Lease to PJF or any Affiliate or franchisee of PJF at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent. However, no assignment will be effective until such time as PJF or its designated Affiliate gives Lessor written notice of its acceptance of such assignment, and nothing contained herein or in any other

document constitutes PJF or its designated Affiliate a party to the Lease, or guarantor thereof or creates any liability or obligation of PJF or any Affiliate of PJF unless and until the Lease is assigned to, and accepted in writing by, PJF or its designated Affiliate.

3. **Default and Notice**.

(a) If there is a default or violation by Lessee under the terms of the Lease, Lessor will give Lessee and PJF notice of such default or violation within a reasonable time after Lessor receives knowledge of its occurrence.

(b) All notices to PJF must be sent by registered or certified mail, postage prepaid, by nationally recognized courier service or electronic mail to the following address:

If by mail:
Papa John's Franchising, LLC.
P.O. Box 99900
Louisville, Kentucky 40269-0900
Attn: Chief Legal & Risk Officer

If by courier service:
Papa John's Franchising, LLC
2002 Papa John's Boulevard
Louisville, Kentucky 40299
Attn: Chief Legal & Risk Officer

If by email:
Franchise_Notice@papajohns.com

PJF 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 PJF of any change in Lessor's mailing address to which notices should be sent.

4. **Termination or Expiration**. Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow PJF 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 Papa Johns restaurant, to repossess any personal property owned by PJF and to make such other modifications as are reasonably necessary to protect PJF's proprietary marks and the Papa Johns System and distinguish the Premises from Papa Johns restaurants. Provided, however, that this obligation of Lessor shall be conditioned upon PJF giving Lessor prior notice of the modifications to be made and the items to be removed.

5. **Consideration; No Liability**.

(a) Lessor 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 PJF 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 PJF or any Affiliate of PJF, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against PJF or any Affiliate of PJF.

6. **Amendments**. No amendment or variation of the terms of this Addendum to Lease will be valid unless made in writing and signed by the parties hereto.

7. **Reaffirmation of Lease**. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

8. **Affiliate**. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by PJF or which owns or controls PJF or is under common control with PJF, directly or through one or more intermediaries.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

_____

By: _____

Title: _____

("Lessor")

_____

By: _____

Title: _____
("Lessee")

PAPA JOHN'S

SMALL TOWN FRANCHISE AGREEMENT

EXHIBIT B

ASSIGNMENT OF TELEPHONE NUMBERS, LISTINGS AND ELECTRONIC CHANNELS

THIS ASSIGNMENT is entered into this ____ day of _____, 2026 in accordance with the terms of that certain Papa John's Franchising, LLC Franchise Agreement (the "**Franchise Agreement**") between _____, a _____ ("**You**") and Papa John's Franchising, LLC, a Kentucky limited liability company ("**we**", "**us**" or "**Papa Johns**"), executed concurrently with this Assignment, under which we granted you the right to own and operate a Papa Johns restaurant located at _____ (the "**Restaurant**").

FOR VALUE RECEIVED, you hereby assign to us all of your right, title and interest in and to those certain telephone numbers listed below and regular, classified or other telephone directory listings and listings or advertisements on or in any other directory, internet website, domain name, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channel or media that includes or is associated with our trademarks and service marks and used from time to time in connection with the operation of the Restaurant at the address provided above (collectively, the "**Telephone Numbers and Listings**"). Except as specified herein, we shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone service provider or other directory provider and/or the listing agencies with which you have placed telephone directory listings (all such entities are collectively referred to herein as the "**Telephone Service Provider**") to effectuate the assignment pursuant to the terms hereof.

PAPA JOHN'S FRANCHISING, LLC:

By: _____
Title: _____

YOU:

By: _____
Title: _____

Telephone Numbers:

_____
_____
_____

PAPA JOHN'S FRANCHISE

AGREEMENT

EXHIBIT C

LETTER OF INTENT

[date]

[name]
[company]
[street address]
[city, state, zip]

RE: [subject]

Dear [name]:

This Letter of Intent ("LOI") sets forth the proposal as to the material provisions addressed herein and a bona fide offer (the "Transaction") for the acquisition by _____ ("Buyer") of _____ (___) Papa Johns restaurants (the "Restaurants") from _____ (the "Seller" or "Company"), as more particularly described on Exhibit A attached hereto.

This LOI is to be used as a guide in the negotiation of a definitive asset purchase agreement ("Purchase Agreement"), and does not preclude other mutually satisfactory provisions from being included in the Purchase Agreement. The Buyer and Seller will work in good faith toward entering into a definitive Purchase Agreement, which shall contain, among other things, the following terms and conditions.

1. Acquired Assets. This transaction is an asset purchase. At Closing, Seller will sell, transfer and assign to Buyer, free and clear of all liens, restrictions and encumbrances, substantially all of the assets used in the operation of the Restaurants owned by the Seller or assignable as the case may be, including, but not limited to personal property, equipment, supplies, signs, smallwares, food, supplies, inventory, furniture and fixtures, permits, intellectual property, point-of-sale hardware ("POS equipment"), computer system (both computer hardware and software), contracts (excluding any Papa Johns Development Agreement), improvements, and leasehold interests, customer data, business records, marketing materials and franchise agreements (collectively, the "Purchased Assets").

2. Purchase Price. The Buyer will pay to the Seller _____ Dollars ($_____) for the Restaurants, as follows:

a. Buyer will pay Seller $_____ by certified check or wire transfer at the Closing; [and

b. Buyer will tender to Seller a promissory note (the "Note") in the principal amount of $_____ at a [fixed annual interest rate of ___%] [variable rate equal to the "Prime Rate" published in *The Wall Street Journal*, plus ___%], to be repaid as follows:

i. *optional terms and provisions*

ii. *optional terms and provisions*

The Note will be secured by a first-priority security interest granted by Buyer to Seller in all of the Purchased Assets and will be guaranteed by the principal owners of Buyer.]

3. Utilities. Utility deposits will become the property of the Buyer. The Buyer will be responsible for all service transfers. The Seller will assist the Buyer in obtaining such transfers.

4. Real Estate Leases. The Seller will assign the third-party real estate leases with respect to the Restaurants (the "Real Property Leases") to the Buyer. The Seller will assist in securing these real property lease assignments to Buyer, as well as all estoppel certificates required by the Buyer's lender, from Lessors and Sub-Lessors for all appropriate restaurant locations. Buyer will assist the Seller in obtaining such assignments and estoppel certificates. Any applicable assignment fees payable to the Lessors shall be shared equally by Buyer and Seller.

5. Liens and Encumbrances. At Closing, the Purchased Assets will be conveyed to Buyer free and clear of any liens or encumbrances [except as may be expressly agreed to by Buyer] and the Seller will provide adequate assurances that Seller has paid in full or in due course all of its obligations to Papa John's Franchising, LLC and its affiliates ("Franchisor"), the Papa John's Marketing Fund, Inc., any Papa Johns advertising cooperative to which Seller is required to contribute in relation to the Restaurants, other trade payables, taxes and other obligations that might result in a claim upon the Restaurants, the Purchased Assets or the Papa Johns franchise pursuant to which the Restaurants are operated.

6. Exclusivity. Seller represents to Buyer that no agreement has been reached and remains effective with any party and will not, through [date], negotiate with any other party for the sale to such party of the Purchased Assets or any stock or other equity interest in Seller.

7. Due Diligence. The Seller will permit Buyer to conduct its due diligence investigation of the Restaurants and Development Rights typical of a transaction of this kind for a period of 30 days from the date of execution of this LOI (the "Due Diligence Period"). Seller will cooperate with the Buyer in making all of its records, financial information, leases, and personnel information available to the Buyer for due diligence purposes. All inquiries by Buyer with Seller's clients, lenders, vendors, key employees, and others will be done in a confidential and in a discreet manner in accordance with the Seller's desires and consultation.

[8. Earnest Money Deposit. Buyer is tendering to Seller upon execution of this LOI an earnest-money deposit of $_____, which shall be refunded in the event Buyer declines to proceed with the Transaction following the Due Diligence Period. When Buyer has completed its due diligence, if Buyer elects to proceed with the Transaction, Buyer shall execute and deliver to Seller the definitive Purchase Agreement together with an additional earnest-money deposit of $_____. Following the expiration of the Due Diligence Period, the aggregate $ _____ deposit shall be refunded to Buyer only in the event the Transaction does not close due to Seller's failure to satisfy any applicable conditions to Closing as provided in the Purchase Agreement.]

9. Closing and Closing Date. The Transaction will be conducted by courier exchange of documents or in such other manner as Buyer and Seller agree. The Closing will occur within 30 days from the date of execution of the Purchase Agreement, assuming all of the appropriate conditions to the Purchase Agreement have been fulfilled or waived (the "Closing Date").

10. Closing Conditions. In addition to normal representations and warranties as negotiated between the Buyer and Seller regarding the status of the Restaurants, title to assets, etc. and documentation transferring title to Buyer, legal opinions, estoppels, the following matters shall be prerequisites to the consummation of the Transaction:

a. The Restaurants must be fully operational at Closing;

b. Representations and warranties of the Seller and Buyer being true and correct;

c. The assignment of the third-party leases for each Restaurant, upon such terms and conditions, including landlord consents, non-disturbance and attornment agreements and other acceptable terms as required by the Lender;

d. Buyer will have the opportunity to hire the key personnel involved in the day- to-day operation of the Restaurants owned by the Seller;

e. The receipt of timely profit and loss statements relating to the operation of the Restaurants year to date for the current fiscal year;

f. No material adverse change in the Restaurants or Development Rights;

g. Buyer will assume the Papa Johns Franchise Agreement (the "Franchise Agreement") for each of the Restaurants or will execute a new standard Papa Johns franchise agreement for each of the Restaurants; and

h. Buyer and Seller will comply with all conditions to transfer set forth in the Papa Johns Franchise Agreements for the Restaurants and in the Authorization to Transfer issued by Franchisor to evidence its consent to the transfer of the Restaurants to Buyer.

11. Access to Information. During the period from the execution of the Purchase Agreement to the Closing, Seller will provide to Buyer's representatives reasonable access to the Restaurant sites with the proper notice and reasonable consent of the Seller, contracts, books and

records relating to their operations, leases, financing, vendors and payables, and any other reasonable material.

12. Normal Conduct. From the date of execution of this LOI, Seller will operate each Restaurant and maintain the Purchased Assets in the usual and normal course of business; ensure that no material adverse change in the condition of the Purchased Assets occurs; not dispose of any material Purchased Assets; and keep all trade payables current.

13. Expenses, Brokerage Fees and Other Payments. Each party shall bear its own expenses in connection with this Transaction, except as otherwise agreed to in the Purchase Agreement.

14. Good Faith. Each of the parties hereto agree to proceed in good faith to negotiate and, if agreed to, execute and deliver the Purchase Agreement and consummate the transactions contemplated herein.

15. Cooperation. Each of the parties agrees to cooperate in obtaining all necessary approvals to the transaction contemplated herein.

16. Intention of the Parties. This LOI does not purport to include all of the essential terms and conditions of the contemplated transaction and the parties shall not be obligated to complete this transaction unless a definitive Purchase Agreement is executed.

17. Confidentiality. Neither party will make any public disclosure regarding the existence of this LOI for this Transaction. The parties hereto will each maintain the confidentiality of all the information received from other parties and use such information only for the purpose contemplated by this letter and for no other purpose. If the Transaction is not consummated for any reason, the parties will promptly return to each other all documents and other written information received from the other party and will not retain any copies or summaries thereof. This Paragraph shall survive the termination of this LOI.

18. Representations and Warranties by Buyer and Seller. The definitive acquisition agreement shall contain representations and warranties by the Buyer and Seller typical in transactions of this type, some of which will survive the date of closing.

19. Expiration Date for Acceptance of LOI. The offer described in this LOI is open for acceptance by the Seller until the expiration date of [date].

20. Special Provisions.

a. Right of first refusal. Buyer acknowledges that under the Franchise Agreement, Franchisor has a right of first refusal to acquire the Restaurants on substantially the same terms and conditions as set forth herein. If Franchisor exercises its right of first refusal, Seller shall have no obligation to sell or transfer the Restaurants or the Purchased Assets to Buyer and Seller, Franchisor and any assignee of Franchisor shall have no obligation or liability to Buyer in connection therewith.

[b. *other specific terms or provisions*.

c. *other specific terms or provisions*]

If the terms and conditions of this LOI are acceptable, please initial each page and execute this LOI and return a signed copy of this letter to _____ .

Sincerely,

_____

By: _____

Title: _____

("Seller")

Accepted and agreed:

[BUYER]

By: _____

Title: _____

Date: _____

copy:

EXHIBIT E:

DEVELOPMENT AGREEMENT

PAPA JOHNS
DEVELOPMENT AGREEMENT

Developer: _____
Address: _____
_____

Number of Restaurants: _____
Development Area: _____

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the "Effective Date" (as defined in Section 16.(j)), by and between **PAPA JOHN'S FRANCHISING, LLC**, a Kentucky limited liability company ("we", "us" or "Papa Johns"), and **_____**, a _____ ("you"). If you are a corporation, limited liability company or partnership, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates (defined below) have expended time, money and effort to develop a distinctive system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future Papa Johns restaurants is referred to herein as the "Papa Johns Chain" or the "Chain".

B. The Chain is characterized by a proprietary system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; systems for communicating with us, suppliers and customers; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa Johns logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. You desire to obtain certain rights to develop one or multiple Papa Johns Pizza restaurant(s) in the "Development Area" (as defined below) in accordance with the terms of this Agreement.

E. We have agreed to grant you such rights.

NOW, THEREFORE, the parties agree as follows:

1. Grant.

(a) We hereby grant to you the right and you undertake the obligation to establish _____ Papa Johns restaurant(s) (at specific locations we approve) in the areas specified on attached Exhibit A. (The Papa Johns restaurants that you develop pursuant to this Agreement are collectively referred to as the "Restaurants" and individually as a "Restaurant"; the areas specified on Exhibit A are referred to, collectively (with respect to all Restaurants to be developed) and individually (with respect to a given Restaurant to be developed), as the "Development Area").

Development of Restaurants at non-traditional locations, such as, but not limited to, enclosed malls, institutions (such as hospitals or schools), airports, parks (including theme parks), military installations, sports arenas or stadiums, train stations, travel plazas and entertainment venues collectively ("Non-Traditional Sites"), and Restaurants at certain less populous trading areas (“Small-Town Sites”), are permitted. However, unless otherwise agreed by us in writing, and absent such agreement, Restaurants located at Non-Traditional Sites ("Non-Traditional Restaurants") and Small-Town Sites (“Small-Town Restaurants”) do not count towards fulfillment of your obligations to develop Restaurants as set forth in this Agreement. Additionally, you understand and acknowledge that there may be suitable locations for Non-Traditional Restaurants that are subject to exclusive vending rights of third parties. We reserve the right to open Papa Johns restaurants, or franchise the right to open Papa Johns restaurants to other persons at any such Non-Traditional Site, regardless of where it is located, and this reservation constitutes an exception to the exclusivity provisions of Section 1.(c). No delivery service will be permitted from any Papa Johns restaurant located at any Non-Traditional Site within the Development Area unless otherwise agreed by you and us.

(b) Each Restaurant will be established and operated pursuant to a separate "Franchise Agreement" to be entered into between you and us. As used herein, the term "Franchise Agreement" means the then-current form of Papa Johns Franchise Agreement that we are offering to new franchisees under our then-current franchise disclosure document, to be executed for each Restaurant developed under this Agreement and all attachments and exhibits thereto.

(c) Except as may be otherwise provided in this Agreement or in the Franchise Agreements, we will not locate, nor license another to locate, a Papa Johns restaurant in the Development Area during the "Term" (as defined in Section 4). Notwithstanding the foregoing: (i) we do not warrant or represent that no other Papa Johns restaurant will solicit or make any sales within the Development Area, and you expressly acknowledge that such solicitations or sales may occur within the Development Area. We have no duty to protect you from any such sales, solicitations, or attempted sales; (ii) you will compete with other Papa Johns restaurants that are now, or that may in the future be, located near or adjacent to your Development Area; (iii) we will of necessity define the trade area for each Restaurant for purposes of electronic and digital orders, considering such matters as we reasonably deem material, including existing trade, or delivery areas of Papa Johns restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa Johns restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa Johns restaurants; and other commercial characteristics of geographically proximate Papa Johns restaurants and such trade area definition may change from time to time; (iv) we reserve the right to operate, directly and/or through Affiliates, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa Johns restaurants and we and our Affiliates may do so within the Development Area, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily carry-out basis; (v) we reserve the right to develop, market and conduct any other business under the Marks or any other trademark; and (vi) we reserve the right to manufacture or sell, directly or through third parties, or both, within and outside your Development Area, pizza and other products that are the same as or similar to those sold in Papa Johns restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not

sold through restaurants or on a ready-to-eat basis. For clarification and in no way limiting the generality of this Section 1.(c), as used herein "Development Area" refers to each geographic area in which you are required to develop a Restaurant pursuant and subject to the terms of this Agreement and, following the development and opening of a Restaurant hereunder, the Development Area associated with that Restaurant will no longer be protected and considered a "Development Area" under this Agreement (it being understood that the territory protections for such developed Restaurant shall be as set forth in the applicable Franchise Agreement).

(d) This Agreement is not a franchise agreement and we do not grant you any franchise rights or other rights to use the Marks or System under this Agreement.

(e) You have no right to license or subfranchise others to use the Marks or the System, or to enter into any agreement with respect to the Marks or System.

2. Initial Fee Payments.

(a) Upon execution and delivery of this Agreement, you must pay to us a development fee deposit of $_____ ("Development Fee"). The Development Fee is fully earned by us when paid, is non-refundable except as expressly provided in this Agreement and is not contingent upon our rendering any further performance. The Development Fee is in consideration of, among other things, the development rights granted to you, the reservation of the Development Area, the development opportunities lost or deferred as a result of the rights granted to you in this Agreement and the administrative and other expenses that we have incurred. The Development Fee for each Restaurant will be credited towards the applicable initial franchise fee for that Restaurant.

(b) You shall expend a minimum of $_____ on grand opening advertising, marketing and promotional efforts for each Restaurant in the period beginning one month before the Restaurant's scheduled opening date and ending six weeks after the Restaurant's actual opening date. The foregoing advertising, marketing and promotional expenditure is in addition to, and will not be counted towards, required monthly advertising contributions and expenditures required under the Franchise Agreement for each Restaurant.

(c) If you use the design and/or architecture services that we, our Affiliates, or our designees provide in connection with the development of any Restaurant hereunder, then you must pay to us a fee of $950 ("Test Fit Fee"). If applicable, the Test Fit Fee is fully earned by us when paid, is non-refundable, and is not contingent upon our rendering any further performance. The Test Fit Fee is payable in connection with your submission of the completed site evaluation form under Section 3(b)(i) below. Subject to our prior written consent for any third-party service providers, you will not be required to pay the Test Fit Fee if you choose not to use our, our Affiliates', or our designees' design and/or architecture services for your Restaurant.

3. Development of Restaurants; Schedule for Completion.

(a) You must have the number of Restaurants open and operating within the time frame set forth in subsection 3.(g) below, and you may exercise each such development right only at locations that we have approved within the Development Area.

(b) With respect to each proposed location:

(i) You must submit a completed site evaluation form, together with such other information and materials as we may reasonably request. We will not unreasonably withhold our approval of a location. In approving or disapproving any proposed site, we will consider such matters as we deem material, including, without limitation: demographic characteristics of the proposed site; traffic patterns; parking; the predominant character of the neighborhood; competition from other businesses providing similar services within the area (including other Papa Johns Restaurants); the proximity to other businesses; the rights granted to our other franchisees; the nature of other businesses in proximity to the site; and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of the premises, appearance, and other physical characteristics of the proposed site. A site must be approved for development. You must submit to us a fully executed lease or deed that conveys either a fee or leasehold interest within one hundred twenty (120) days prior to the date such Restaurant is required to be opened as outlined in the Development Schedule ("Fully Executed Lease Date"). Construction must begin at least ninety (90) days prior to the date such site is required to be opened as outlined in the Development Schedule (the "Construction Start Date"). Failure to meet such Fully Executed Lease Date or Construction Start Date may result in termination of the Development Agreement as outlined herein.

(ii) Approval of a site by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to the successful operation of a Papa Johns Restaurant, or for any other purpose. Our approval of a site indicates only that we believe the site complies with acceptable minimum criteria that we establish solely for our purposes as of the time period encompassing the evaluation. You acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites. Further, demographic and/or economic factors included in our criteria could change and other relevant factors that might alter the potential of a site may be excluded from our criteria. The uncertainty and instability of such criteria are beyond our control. We are not responsible if a site that we approve fails to meet your expectations as to potential revenue or operational criteria or for your failure to locate the required number of suitable sites in the Development Area. You further acknowledge that your acceptance of a Franchise for the operation of a Papa Johns Restaurant at a site is based on your own independent investigation of the suitability of a site.

(iii) Any proposed lease for a standard Restaurant must include an addendum in the form of Exhibit A to the Franchise Agreement, or contain terms and conditions substantially similar to those contained in Exhibit A to the Franchise Agreement. Any changes in the language set forth in Exhibit A must be approved by us in advance in writing. The addendum is not required for Non-Traditional Restaurants. If you intend to own the Premises, you shall furnish to us proof of ownership prior to the date you begin any construction, build-out or remodeling of the Premises.

(c) Subject to subsection (ii) below, we will provide the following training, support and assistance:

(i) Before the opening of your first Restaurant, we will provide training for the "Principal Operator" (as defined in Section 8) who has been approved by us. We will also provide training to other personnel as we may reasonably designate, and such other training for your employees at the locations and for such periods as we may designate from time to time, provided that you shall be responsible for all expenses incurred by such persons in connection with training, including, without limitation, all costs of travel, lodging, meals and wages. For each of your first two Restaurants, an opening team made up of our designated employees will be used for training before restaurant openings. A team will be scheduled to arrive up to 3 days before the opening of each of your first two Restaurants and stay 2 to 3 days afterward. The opening team's primary role is to partner with your trained Restaurant team members to conduct on-site training with respect to the duties of each position in the Restaurant, including the areas of staffing, food preparation and dough management. Before each Restaurant opens, you will be required to activate an online training account for the Restaurant. You or your team members may be required to complete some online training activities before the arrival of our opening support team. After the first two Restaurants, you may request a team to assist but you will be required to pay a separate fee for this service. Changes in the opening date of a Restaurant requiring the opening team to change travel arrangements may also result in a separate fee.

(ii) If you are a corporation, limited liability company or other business entity and your owners or principal management team have already received initial training, support or opening team assistance as owners or managers of another Papa Johns franchisee, we will not be obligated to provide the foregoing training, support or assistance to the extent we have already provided it to your owners and/or principal management team.

(d) Before the opening of your Restaurant, it is strongly encouraged that you conduct grand opening advertising. You can expect to spend a range of $3,000.00 to $10,000.00. We (or an affiliated entity) may make promotional items available for grand opening programs, and we may provide guidance and assistance to you to develop and execute such programs.

(e) We will deliver the Franchise Agreement to you after you provide the address and telephone number for an approved location that you have leased or purchased. The Franchise Agreement for such location must be signed by you and submitted to us along with payment of the initial franchise fee within 10 days after it is delivered to you.

(f) The approval of a location and the delivery of a Franchise Agreement by us may be conditioned upon a determination by us, in our reasonable judgment, that:

(i) you have the financial and operational capacity to develop and operate the Restaurant;

(ii) the site that you propose for the Restaurant is within the Development Area and is a suitable site based upon criteria that we establish from time to time; and

(iii) you and your owners are in compliance with this Agreement and all Franchise Agreements executed pursuant to this Agreement.

(g) Notwithstanding any provision of any Franchise Agreement entered into between us and you, you must exercise each development right as follows:

DEVELOPMENT SCHEDULE

Dates on Which Each Restaurant Shall be Open	Cumulative Number of Restaurants to be Open and Operating*
_____	_____
_____	_____
_____	_____

[* - Includes only those Restaurants to be developed pursuant to this Development Agreement.]

(h) If you are eligible for any equipment incentives, and if a Restaurant is open and operating on or before the applicable scheduled opening date set forth in the above Development Schedule, we will provide to you or cause our Affiliate to provide to you, subject to the provisions of this Section 3(h) and Section 3.(i), two conveyor ovens or other specified equipment meeting our current standards and specifications (model and capacity to be specified by us) up to a value of $_____ for each Restaurant. Even if you qualify for the incentive, you will purchase the ovens and have the ovens shipped to the Restaurant at your cost. To qualify for the equipment incentive, the Restaurant must be open in accordance with the Development Schedule, you must be in compliance with this Agreement and all of your Papa Johns Franchise Agreements (whether or not such Franchise Agreements were executed pursuant to this Agreement), and you must execute the Bill of Sale attached as Exhibit B (the "Bill of Sale") and the Equipment Lease attached as Exhibit C. If you satisfy all of the foregoing requirements, subject to your continuing compliance and qualification as contemplated in Section 3(i) below, our affiliate will reimburse you for the cost of the equipment within sixty (60) days after execution of the Bill of Sale and the Equipment Lease and compliance with all other terms herein. For the avoidance of doubt, the payment required under Section 3 of the Bill of Sale refers to the reimbursement contemplated in the immediately preceding sentence. The cost of the equipment will be reimbursed, amortized, or repaid as provided in Section 3.(i)(iii).

(i) For purposes of the incentives provided in this Section:

(i) The Restaurant must be open to the public and operating during normal business hours on normal business days to be open and operating for purposes of qualification for the incentive. A promotional, token or "soft" opening of a Restaurant followed

by closure for 48 hours or more shall not constitute "open and operating" for purposes of this Section.

(ii) To receive the benefits described in Section 3.(h), if applicable, you must remain in good standing under this Agreement and all your Papa Johns Franchise Agreements, including operations, marketing, development and amounts owed to us and our affiliates, subsidiaries and vendors.

(iii) The cost of the incentive equipment provided under Section 3.(h) will be amortized over 48 months and the cost will be either reimbursed, repaid, or forgiven, as follows:

(A) Any period in which Franchisee is on or above the cumulative number of Units required in the Development Schedule and you are otherwise in compliance with this Agreement and all of your Papa Johns Franchise Agreements, amortization amount of the equipment provided to you as of that date will be considered forgiven.

(B) If you are below the cumulative number of Units required in the Development Schedule at the end of any fiscal year or you are not otherwise in compliance with this Agreement and all of your Papa Johns Franchise Agreements (and without limitation in any manner of any remedies we have under this Agreement and/or applicable law with respect to same), we will assess and bill you a development deferral service fee in an amount equal to $1/48^{th}$ part of the total value of the incentive equipment provided to you as of that date and you will be required to pay us that amount within thirty (30) days of our invoice. The foregoing development deferral fee payment will be billed and collected monthly until the earlier of: (1) the date that you are caught up with the Development Schedule; or (2) you have paid development deferral service fees equaling the total value of all equipment incentive packages provided to you. If any payments are not made when due (or cannot be collected due to insufficient funds or any other reason): (1) no further incentive packages will be awarded; (2) no further openings of new Restaurants will be permitted. Incentives and further Restaurant development will resume when. All payments have been made and you are current with the Development Schedule.

(C) If a Unit closes before the incentive equipment package is fully paid or amortized, Franchisee will be required to pay the Franchisor the remaining unamortized/unpaid amount.

(D) If a Unit transfers before the incentive equipment package is fully paid or amortized, Franchisee shall: (1) take all steps to ensure that Franchisee's buyer is fully aware of the outstanding incentive equipment package and shall ensure that Franchisee's buyer will assign and assume the obligations under the Equipment Lease; or (2) Franchisee will be required to pay the Franchisor the remaining unamortized/unpaid amount prior to closing.

(E) Notwithstanding the above, if the Restaurant is transferred in whole or in part to any current owner or an owner with ownership via a family trust, the new franchise owner will assume the obligation of the incentive pursuant to an assignment and

assumption of the Equipment Lease and will cooperate with all legally necessary filings of such Equipment Lease.

(j) It is your responsibility to ensure that each Restaurant is constructed or remodeled, equipped and operated in compliance with all laws, ordinances and governmental rules and regulations and the Franchise Agreement, and you must obtain all necessary permits and licenses relating thereto.

(k) At least 10 days before the opening of the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, via electronic funds transfer or other means utilizing our computerized information system or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each period's royalty and any other amounts due to us, our Affiliates, the Papa John's Marketing Fund, Inc. or Papa Card, Inc. under the Franchise Agreement or otherwise.

4. Term.

Unless sooner terminated as provided in this Agreement, this Agreement expires on the earlier to occur of: (a) the date on which all the Restaurants have been developed; or (b) 12:00 midnight on the last date set forth on the Development Schedule (the "Term"). Upon the termination or expiration of this Agreement, all unexercised development rights automatically expire.

5. Construction or Remodeling.

You must, at your own expense (except as otherwise provided herein), construct or remodel each Restaurant at its location in accordance with the then- current specifications and standards established for the System and the terms of the Franchise Agreement. You must use qualified and duly licensed architects and contractors in the performance of construction or remodel, repair or maintenance of a Papa Johns branded Restaurant. We reserve the right to review and approve the use of such architects and contractors prior to and during construction or remodeling of a Restaurant. If we provide written notice that a particular architect, contractor, or any other construction vendor is not acceptable, you must find a suitable replacement within a reasonable time frame, as determined by Papa Johns. You must allow us and our agents and employees access to all areas of the premises of each Restaurant at such times as we or they may reasonably request and you shall cooperate fully with us and our agents and employees in preparing the construction or remodeling plans and design, layout and décor specifications applicable to the location of each Restaurant to be developed hereunder. You may not begin construction or remodeling on any Restaurant until: (a) you have paid the full amount of the Development Fee; and (b) we have approved the plans for such Restaurant.

6. Your Organization, Operation and Ownership.

If you are a corporation, partnership, limited liability company or other entity:

(a) If we request from time to time, you must furnish us with your Articles of Incorporation, Articles of Organization, Operating Agreement, By-Laws and other governing documents (and any amendments or modifications thereof), minutes and resolutions and all agreements or other documents, records and information pertaining to your existence and operation.

(b) You must confine your business activities exclusively to the establishment, management and operation of Papa Johns restaurants pursuant to agreements with us.

(c) You must, at the same time you execute this Agreement, and at such other times as we may request, disclose the name and address of each person or entity owning a beneficial interest in you, and you may not issue any additional securities, nor allow the "transfer" (as defined in Section 10) of any of your outstanding securities, except as provided in Section 10.

(d) You must at all times comply with all applicable laws, ordinances, rules and regulations of governmental bodies.

(e) You must cause all persons or entities owning any interest in you to sign the Owner Agreement in the form we provide.

(f) You may not transfer or assign individual Restaurants to separate legal entities without our consent, which we may withhold in our discretion.

7. Your Covenants.

(a) Covenant Not-to-Compete. You covenant that during the Term you will not engage in any of the following activities anywhere in the United States:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa Johns restaurants on a delivery or carry-out basis, including, without limitation, business formats such as Domino's, Pizza Hut, Mr. Gatti's, Marco's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business directly or indirectly, and irrespective of whether compensation is provided, as a partner, member, shareholder, principal, agent, consultant or in any other relationship or capacity; provided, that the

purchase of a publicly traded security of a corporation engaged in such business or service will not in itself be deemed violative of this Agreement so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

To the extent required by the laws of the state in which the Restaurants are to be developed, the duration or the geographic areas included within the foregoing covenants, or both, will be deemed amended in accordance with Section 7.(e).

(b) Appropriation and Disclosure of Information. Except as permitted by the Franchise Agreement, you will not at any time use, copy or duplicate the System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, know-how or other proprietary ideas or information, nor convey, divulge, make available or communicate such information to any third party or assist others in using, copying or duplicating any of the foregoing. Confidential and proprietary information does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this agreement; (iii) prior to disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process does not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

(c) Infringement. You shall not at any time commit any act that would infringe upon or impair the value of the System or the Marks, nor engage in any business or market any product or service under a trade-name, trademark, service mark, logo or design that is confusingly or deceptively similar to any of the Marks.

(d) Reasonableness of Scope and Duration. You acknowledge that the covenants and agreements contained herein and in Section 9.(e) are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you shall not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You represent that you have other skills and resources and that the restrictions contained in this Section 7 and in Section 9.(e) will not hinder your activities or ability to make a living either under this Agreement or in general.

(e) Enforceability. You recognize and acknowledge that we may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section or in Section 9.(e), and that, in addition to all other remedies, we are entitled to seek injunctive relief and specific performance. The covenants and agreements

contained in this Section and in Section 9.(e) are intended to be construed as separate covenants and agreements and if any court makes a final determination that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court deems reasonable, and such covenants and agreements may be enforced as to such reduced area, activity or time.

8. Principal Operator.

You must designate an individual to serve as your "Principal Operator" to supervise the development process and oversee the operation of each Restaurant. The Principal Operator shall meet the following qualifications:

(a) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant(s), payable after the end of each Period (as defined in the Franchise Agreement), and also has the right to acquire not less than 5% equity interest in you within 12 months of his or her hire date, which rights must be evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator and must comply with Section 6.(e) of this Agreement.

(b) The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant(s) contemplated under this Agreement and must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all provisions of the Owner Agreement.

(c) The Principal Operator must be a person we reasonably approve who successfully completes, to our satisfaction, our initial training requirements and must participate in and successfully complete, to our satisfaction, all additional training as we may reasonably designate.

(d) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communication with customers and us.

If, at any time or for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. You must immediately notify us of the termination of the Principal Operator's employment with you, whether voluntary or involuntary.

9. Default and Termination.

(a) Automatic Termination. You will be in default under this Agreement, and this Agreement and all rights granted in it automatically terminate without notice to you, if: (i) you make a general assignment for the benefit of creditors or a petition in bankruptcy is filed by you; (ii) such a petition is filed against and not opposed by you; (iii) you are adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you; (v) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vii) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); (viii) you are dissolved; (ix) any portion of your interest in any Papa Johns franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (x) execution is levied against your business or property; or (xi) the real or personal property of any Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Without Notice. You will be in default under this Agreement, and we may, at our option, terminate this Agreement and all rights granted under it without affording you any opportunity to cure such default, effective upon the earlier of (1) your receipt of the notice of termination, or (2) five days after mailing of such notice by us, upon the occurrence of any of the following events:

(i) you fail to strictly comply with the Fully Executed Lease Date, Construction Start Date, or the development schedule set forth in Section 3;

(ii) you make or attempt to make any transfer, whether voluntary or involuntary, of this Agreement or any interest herein, or of any rights or obligations arising under this Agreement, or of any interest in you, or of any material portion of your assets, without our prior written consent, except as otherwise provided under the Franchise Agreement;

(iii) you fail to comply with any of your covenants set forth in Section 7 of this Agreement; or

(iv) you divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

(c) With Notice. For any other breach or default under this Agreement or any other provision in any of your Papa Johns Franchise Agreements (whether or not such Franchise Agreements were executed pursuant to this Agreement), we will provide you with written notice of default and 15 days to cure or, if a default cannot reasonably be cured within 15 days, to initiate within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. Until such time as any curable breach or default is cured, we reserve the right to suspend all Restaurant developments contemplated hereunder. If the defaults specified in such notice are not cured within the 15 day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate this Agreement and all rights granted to

you under it by giving written notice of such termination to you. The notice of termination shall be effective on the earlier of: (i) the date of your receipt of the notice; or (ii) five days after the mailing of such notice by us.

(d) Effect of Termination. Upon termination of this Agreement, all your rights under it terminate and you then have no further right to establish any Restaurants. In addition, upon termination of this Agreement, we have the right to open and operate, or to franchise others to open and operate, Papa Johns restaurants anywhere within the Development Area, except that we may not locate or franchise another to locate a Papa Johns restaurant within the "Territory" provided for in any Franchise Agreement that remains in effect after the date of termination.

(e) Post-Termination Non-Competition Covenants. If this Agreement is transferred, expires or is terminated before your entry into a Franchise Agreement for at least one Restaurant, you shall not, for a period of two years after the expiration or termination of this Agreement, regardless of the cause for such expiration or termination (the "Restricted Period"), anywhere within either: (1) the boundaries of the Development Area including, for purposes of this Section 9.(e) only, any Non-Traditional Sites excluded from the Development Area by the operation of Section 1.(a); or (2) a 10-mile radius of any business location at which you, we or our Affiliate or our franchisee then conducts a Papa Johns business:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business; or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business directly or indirectly, and irrespective of whether compensation is provided, as a partner, member, shareholder, principal, agent, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Agreement so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation.

10. Assignment or Transfer.

(a) Transfer by Us. We may transfer this Agreement or any portion of it, or any or all of our rights, obligations or interests under it, without restriction. Upon any transfer or assignment of this Agreement by us, we shall be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(b) Transfer by You. This Agreement, and your rights and obligations under it, are and remain personal to you and are not transferable without our prior written consent, provided, if you are an individual, we will not unreasonably withhold our consent to assignment

of this Agreement to a corporation, limited liability company or similar business entity formed by you if the following conditions are met:

(i) you are the sole owner of such entity or all owners of such entity have been disclosed to us and meet, in our judgment, our criteria for franchise ownership; and

(ii) you and all other owners of such entity sign our standard form of Owner Agreement.

As used herein, the term "transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

11. No Grant of Franchise or Franchise Rights.

This Agreement does not grant you a franchise or any rights of a Papa Johns franchisee. To the fullest extent permissible by law, you waive the applicability of any law that would constitute this Agreement or any rights granted under it as a franchise agreement or as granting any franchise rights.

12. Notices.

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and given: (i) by personal delivery; or (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; or (iii) by registered or certified mail, return receipt requested, postage prepaid; or (iv) by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or to such other person or entity as either party may designate by notice to the other in accordance herewith:

Us: If by Mail:
P.O. Box 99900
Louisville, KY 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John’s Boulevard
Louisville, KY 40299-2367
ATTN: General Counsel

You: _____

_____

ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) the date of actual receipt by regular US Mail; (c), on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States registered or certified mail, return receipt requested.

13. Independent Contractor; Indemnification. This Agreement creates only a contractual relationship between the parties subject to the normal rules of contract law. This Agreement:

(a) does not create a fiduciary relationship between us and you and you are and remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You shall hold yourself out to the public as an independent contractor, separate and apart from us. You shall not make any contract, agreement, warranty, or representation on our behalf without our prior written consent, and you shall not incur any debt or other obligation in our name. This Agreement shall not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of any Restaurant developed under this Agreement or the management of your business, including without limitation, ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend almost exclusively on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employment practices.

(c) Indemnification. We shall not be liable by reason of any act or omission of you in your development, construction or conduct of the Restaurants or for any claim, cause of action or judgment arising therefrom against you or us. You undertake to hold harmless, defend and indemnify us, our Affiliates, and our and their respective officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which we are or become a named defendant and that arises, directly or indirectly, out of the operation of, or in connection with, your construction or operation of the Restaurants, other than a claim finally determined to have resulted directly from our negligence.

14. Enforcement.

(a) ARBITRATION. EXCEPT FOR CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON: (1) USE OF THE MARKS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT; (2) AT THE CLAIMANT'S OPTION, ANY DEBT COLLECTION ACTION; OR (3) AT THE CLAIMANT'S OPTION,

ANY CLAIM OF VIOLATION OF ANY PROVISION OF SECTION 7 OR 9.(e) HEREOF, ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN US (INCLUDING OUR AFFILIATES, AND OUR AND THEIR RESPEC- TIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES AND EMPLOY- EES, IF APPLICABLE) ARISING OUT OF OR RELATED TO:

(i) **THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT;**

(ii) **OUR RELATIONSHIP WITH YOU, INCLUDING ISSUES RELATING TO OUR DECISION TO TERMINATE THAT RELATIONSHIP;**

(iii) **THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT; OR**

(iv) **ANY STANDARD, SPECIFICATION OR OPERATING PROCEDURE RELATING TO THE DEVELOPMENT, ESTABLISHMENT OR OPER- ATION OF THE RESTAURANTS;**

SHALL BE SUBMITTED FOR BINDING ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDING SHALL BE CONDUCTED AND ADMINISTERED IN LOUISVILLE, KENTUCKY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL BE HEARD BY ONE ARBITRATOR IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AAA. ALL MATTERS RELATING TO ARBITRATION SHALL BE GOVERNED BY THE FED- ERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT BY ANY STATE ARBITRATION LAW.

THE ARBITRATOR SHALL HAVE THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF THAT THE ARBITRATOR DEEMS PROPER IN THE CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE OR DATE DAMAGES ARISE OR ARE INCURRED), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRA- TOR SHALL NOT HAVE THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREE- MENT, TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE ARBITRATOR SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE AND YOU ARE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLI-

CABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. IN CONNECTION WITH ANY SUCH ARBITRATION PROCEEDING, EACH PARTY MUST SUBMIT OR FILE ANY CLAIM THAT WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM THAT IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE SHALL BE FOREVER BARRED.

EXCEPT FOR INCLUSION OF RELATED PARTIES AS EXPRESSLY PROVIDED IN THIS SECTION 14.(a), ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS, AND AN ARBITRATION PROCEEDING BETWEEN US (INCLUDING OUR AFFILIATES, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES OR EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO OBTAIN A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY (WITHIN 10 BUSINESS DAYS AFTER COMMENCEMENT OF COURT ACTION) SUBMIT OUR DISPUTE FOR ARBITRA- TION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PRO- VIDED IN THE FIRST PARAGRAPH OF THIS SECTION 14.(a).

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD-PARTY NON-SIGNATORIES AND SHALL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(b) GOVERNING LAW. EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.) OR OTHER FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KENTUCKY, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR AFFILIATE, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION

IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO OBTAIN A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANTS ARE LOCATED.

(d) WAIVER OF PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 13 AND CLAIMS WE BRING AGAINST YOU FOR YOUR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, WE AND YOU AND YOUR OWNERS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. IN THE EVENT OF A DISPUTE BETWEEN US, THE PARTY MAKING A CLAIM SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

(e) WAIVER OF JURY TRIAL. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(f) LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY US WITH REGARD TO YOUR OBLIGATIONS UNDER SECTIONS 7.(a), 7.(b), 7.(c) OR 9.(e), AND TO INDEMNIFY US PURSUANT TO SECTION 13, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF YOU AND US PURSUANT TO THIS AGREEMENT SHALL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIMANT KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILI- GENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER LATER OCCURS.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 13.(c) and 14.(a), each party shall pay its own costs, expenses and attorneys' fees in any action, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

15. Your Representations. You hereby acknowledge and represent as follows:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any statement or item of material fact necessary to make the statements made therein not false or misleading. You have disclosed to us the identity of all

owners of any beneficial interest in you and, if and to the extent that any such owner is a corporation, LLC or other business entity, the names of all beneficial owners of such owner/entity.

(b) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation, warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

16. Miscellaneous.

(a) Severability. You are bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order or arbitration award or decision or with any state or federal law, whether currently in effect or subsequently enacted.

(b) Construction. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements, and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement as you. During any period in which any of the covenants in Section 7 or Section 9.(e) is being breached or violated, including any period in which either of the parties seeks judicial or arbitral enforcement, interpretation or modification of any such covenant, and all appeals thereof, the restricted period set forth therein shall toll and be suspended.

(c) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto, constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing herein is intended to derogate from representations made in the Disclosure Document. The Exhibit to this Agreement is incorporated herein by reference and made a part hereof as if set out in full herein.

(d) Affiliate. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by, or that owns or controls, or is under common control with, a specified person or entity, either directly or through one or more intermediaries.

(e) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto.

(f) Waivers. No failure by us to exercise any right given to us hereunder, or to insist upon strict compliance by you with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of

our right to demand full and exact compliance by you with the terms hereof. Waiver by us of any particular default by you does not affect or impair our rights with respect to any subsequent default of the same or of a different nature, nor does any delay or omission of us to exercise any right arising from such default affect or impair our rights as to such default or any subsequent default.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

(h) Headings. The headings used in this Agreement are for convenience only, and the paragraphs shall be interpreted as if such headings were omitted.

(i) Time of Essence. You acknowledge that time is of the essence with regard to your obligations hereunder, and that all of your obligations are material to us and this Agreement.

(j) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa Johns and delivery to you. The date that we effect delivery, as set forth below, shall be the Effective Date of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Development Agreement as of the Effective Date.

DEVELOPER

By: _____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky
and delivered _____, 2025
(the "Effective Date")

PAPA JOHNS DEVELOPMENT AGREEMENT

EXHIBIT A

DEVELOPMENT AREA

The areas encompassed on the attached map entitled "_____" constitute the "Development Area," as defined in the foregoing Papa Johns Development Agreement, by and between **PAPA JOHN'S FRANCHISING, LLC** and _____ (except for Non-Traditional Sites expressly excluded from the Development Area under Section 1.(a) of the Development Agreement).

PAPA JOHNS DEVELOPMENT AGREEMENT

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

(*see attached*)

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (the "Agreement") is made as of _____, 2025, by _____ a _____ ("Seller"); and **Papa John's USA, Inc.**, a Kentucky corporation ("Buyer").

Recitals:

A. Seller purchased certain development incentive equipment for Store #_____, all as provided and described in the Equipment Lease Agreement attached hereto as Exhibit A (the "Lease" and the "Equipment," respectively).

B. Per the terms of the Papa John's development incentive program (the "Program"), Buyer is reimbursing Seller for the cost of such Equipment and Seller is transferring ownership of such Equipment to Buyer.

C. Seller and Buyer have agreed to execute and deliver this Agreement in order to evidence and effect such transfer and payment obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer's possession all of Seller's right, title and interest in and to the Equipment to have and to hold such assets to Buyer, and Buyer's successors and assigns, to its own use and benefit forever.

2. Seller hereby warrants that Seller has a good and perfect right to sell and transfer good and marketable title to the Equipment. Seller hereby represents and warrants that the equipment is in good working condition and is approved equipment according to Papa Johns standards.

3. As full consideration for the transaction contemplated herein, Buyer is paying Seller the amount of _____ **and ___/100 Dollars ($_____)**, subject to the terms of the Lease and the applicable Development Agreement executed between Seller and Papa John's Franchising, LLC (including, without limitation, the applicable timeframes for payment set forth therein).

4. Seller, as "Lessee" under each Lease, and Buyer, as "PJUSA" (lessor) under each Lease, hereby agree to follow the terms and conditions of the Equipment Lease.

5. This Agreement and the Lease shall be binding on Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale and Assignment Agreement as of the date first written above.

Seller:

_____

By: _____

Title: _____

Buyer:
PAPA JOHN'S USA, INC.

By: _____

Title: _____

Exhibit A

Leases

(see attachments)

PAPA JOHNS DEVELOPMENT AGREEMENT

EXHIBIT C

EQUIPMENT LEASE AGREEMENT

(*see attached*)

EQUIPMENT LEASE AGREEMENT

Type of Incentive Program: _____

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 20___ between **PAPA JOHNS USA, INC.**, a Kentucky corporation ("PJUSA"), and _____, a _____ ("Lessee").

RECITALS:

A. PJUSA has agreed to purchase and lease to Lessee certain pizza ovens and other restaurant equipment as more fully described in Section 1 of this Lease.

B. Lessee desires to lease such equipment from PJUSA and PJUSA has agreed to do so, upon the terms and conditions of this Lease.

NOW THEREFORE, PJUSA and Lessee hereby agree as follows:

1. Lease of Equipment; Upgrade Option. PJUSA hereby leases to Lessee and Lessee hereby leases from PJUSA, the restaurant equipment (the "Equipment") identified on Schedule 1 attached hereto. Schedule 1 will not be completed on the commencement date of this Lease but only after confirmation and approval of the Equipment purchase information and execution of this Lease. Lessee therefore acknowledges by initialing below that this Lease does not contain all of the Equipment information as of the commencement date and that certain Equipment information may be added to Schedule 1.

Initial: _____ ***Date:*** _____

2. Term. The term of this Lease commences on the date hereof and continues until the last day of the 48th full calendar month after the date that the Restaurant (as defined in Section 3.a) opens for business (the "Term").

3. Rental Charges/Purchase Option.

a. Consideration. The consideration for the leasing of the Equipment to Lessee during the Term is the commitment of Lessee to open and continuously operate Papa Johns pizza restaurant #_____ at _____ (the "Restaurant") under a Franchise Agreement with Papa John's Franchising, LLC ("PJF"), an affiliate of PJUSA. So long as Lessee meets the lease contingency set forth below and remains in full compliance with the terms of the Development Agreement between PJF and Lessee to which this Lease relates (the "Development Agreement") and all of Lessee's Papa Johns Franchise Agreements, no monthly or annual payments shall be due for the use of the Equipment under this Lease.

b. **Purchase Option**. If Lessee is in good standing with PJF at the end of the Term and the Restaurant is still open and operating pursuant to the Franchise Agreement, Lessee may purchase the Equipment by paying $50 to PJUSA within 45 days of the expiration of the Term. If Lessee fails to meet any of the above criteria or terms and conditions of this Lease, the Development Agreement, and each of the Lessee's Papa Johns Franchise Agreements during the Term or after, the right of possession of the Equipment shall automatically revert to PJUSA.

c. **Lease Contingency**. This Lease is contingent upon the Restaurant being open for business on or before _____. If the Restaurant is not open for business on or before such date, PJUSA may revoke this Lease and, at PJUSA's option, either: (i) rescind and terminate the Bill of Sale and Assignment to which this Lease relates (the "Bill of Sale") and all obligations to reimburse or otherwise pay to Lessee for the purchase of the Equipment shall immediately terminate; (ii) if PJUSA has already reimbursed or paid Lessee for the Equipment pursuant to the Bill of Sale, require Lessee to immediately reimburse PJUSA all amounts previously paid by PJUSA for the Equipment and PJUSA may rescind and terminate the Bill of Sale; or (iii) require Lessee to return the Equipment to PJUSA at Lessee's sole expense and PJUSA may rescind and terminate the Bill of Sale. The Restaurant must be open to the public and operating during normal business hours on normal business days to deemed "open for business" for purposes of this Lease. A promotional, token, or "soft" opening of a Restaurant followed by a closure for 48 hours or more does not constitute "open for business."

4. **Delivery and Freight Costs; Installation**. Lessee shall pay all costs of (a) transportation and freight charges for delivery of the Equipment to Lessee's designated location; and (b) providing a suitable site for installation of the Equipment and actual installation of the Equipment at Lessee's site, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

5. **Return of Equipment**. Except for Equipment purchased by Lessee pursuant to this Agreement or otherwise agreed by PJUSA, within 10 days of termination or expiration of this Lease, Lessee shall, at its own cost and expense, prepare the Equipment for shipping and deliver the Equipment to PJUSA or its designated agent. In the event Lessee fails or refuses to do so (including under Section 3(c) above, if such option is chosen by PJUSA), Lessee shall allow PJUSA or its agents access to the premises where the Equipment is located to take immediate possession and reimburse PJUSA for all of its expenses for same. The Equipment shall be returned to PJUSA in substantially the same condition as received by Lessee, ordinary wear and tear excepted. Upon receipt of the Equipment, PJUSA will perform diagnostic testing to determine whether the Equipment in is good condition and working order reasonably suited for its normal use and operation. If the Equipment fails such diagnostic testing, Lessee shall pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the Equipment to good condition and working order.

6. **Ownership; Location; Use**. The Equipment shall at all times be and remain the sole and exclusive property of PJUSA. Lessee shall have no right or property interest in the Equipment except for the right to possess and use the Equipment as provided in this Lease. The Equipment is and shall remain personal property even if installed in or attached to real property.

Lessee shall at all times keep the Equipment free and clear from all claims, levies, liens and encumbrances. The Equipment shall be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes. Lessee shall not make any alterations to the Equipment without the prior written consent of PJUSA.

7. Repairs and Maintenance. Lessee shall, at its own cost and expense, maintain the Equipment in good working order and make any and all repairs necessary to maintain the Equipment in good working order during the Term. Lessee shall follow the service procedures provided by the manufacturer of the Equipment.

8. Risk of Loss; Insurance; Indemnification. Lessee shall assume and bear the risk of loss or damage to the Equipment at all times until the time the Equipment is delivered to PJUSA upon termination and/or revocation of this Lease (if delivery of such Equipment to PJUSA is applicable in such circumstances). Throughout the Term and until possession of the Equipment is returned to PJUSA, Lessee shall keep the Equipment insured against all risks of loss in an amount not less than the replacement cost of the Equipment and PJUSA shall be listed as an additional insured and/or loss payee on such policy or policies of insurance. Lessee shall also carry general commercial liability insurance covering the Equipment and Lessee's use thereof, naming PJUSA as an additional insured thereunder. Lessee shall indemnify and defend PJUSA, together with its affiliates and their respective officers, directors, agents, employees and shareholders against, and hold each and all of them harmless from, all claims, liabilities, costs, damages and expenses arising from or related to Lessee's possession, use or operation of the Equipment, including without limitation, claims for damage to property or injury to persons. Lessee indemnification obligations hereunder shall survive the expiration or termination of this Lease.

9. Condition of Equipment. **PJUSA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lessee agrees to look solely to the manufacturer for any warranty that may be offered. Lessee shall be responsible for reviewing and understanding any warranty that may be offered by the manufacturer and making any claims under such warranty directly with such manufacturer in accordance with the manufacturer warranty policies. Under no circumstances shall PJUSA be responsible or liable to Lessee or any other party for lost profits, or consequential or incidental damages, even if advised of the possibility thereof, and Lessee hereby waives any claim against PJUSA for any such losses or damages. Lessee shall be responsible for obtaining and maintaining any and all necessary or appropriate governmental approvals or permits for the installation and use of the Equipment, including ventilation.

10. Assignment; Sublease. Lessee shall have no right to assign this Lease or to sublease the Equipment without the prior written consent of PJUSA.

11. **Default**. Lessee shall be in default under this Lease if:

a. Lessee is declared in default of the Franchise Agreement, any other franchise agreements between Lessee and PJF, the Development Agreement, or the lease for the Restaurant premises;

b. Any action is brought against Lessee causing the Equipment to be taken or encumbered;

c. Lessee dissolves or abandons its business, Lessee ceases to do business as a going concern, Lessee becomes insolvent, files a petition in bankruptcy, has a petition in bankruptcy filed against it which Lessee does not oppose, Lessee is adjudicated bankrupt or insolvent, Lessee makes an assignment for the benefit of creditors, or Lessee consents to the appointment of a receiver or trustee for all or any material portion of its assets;

d. Lessee fails to comply with any material term or provision of this Lease or to perform or fully discharge any of its duties or obligations hereunder.

12. **PJUSA Remedies**. In the event of default by Lessee, PJUSA shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under any other provision of this Lease and/or applicable law: (a) PJUSA or its designated agents or representatives may enter Lessee's site and repossess the Equipment or sue for a court ordered repossession and Lessee shall pay all costs and charges incurred by PJUSA in connection therewith, including without limitation, costs or charges incurred by PJUSA to recover the Equipment and return it to allocation chosen by PJUSA; (b) Lessee must immediately remit to PJUSA the unamortized amount for the Equipment within 30 days of receipt of invoice from PJUSA; and/or (c) PJUSA may terminate this Lease.

13. **Currency; Taxes**. All payments due to PJUSA hereunder shall be made in U.S. Dollars, and at PJUSA's election shall be paid by check, in immediately available funds, or via electronic funds transfer initiated by PJUSA, all without setoff or withholding by Lessee. Applicable sales or use tax will be billed to Lessee as required by law.

14. **Governing Law**. This Lease shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky, excluding its conflict of laws principles.

15. **Entire Agreement**. This Lease, along with the applicable Development Agreement and Bill of Sale to which it relates, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, PJUSA and Lessee have executed this Lease as of the date first set forth above.

PAPA JOHN'S USA, INC.:	**LESSEE:**
	_____ **(Franchise Name)**
By: _____ **(Signature)**	By: _____ **(Signature)**
_____ **(Printed Name)**	_____ **(Printed Name)**
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1 – Equipment

Date: _____ Store # _____ Franchise: _____

Store Address: _____
City/State/Zip: _____

_____ Double Stack of Conveyor Ovens
Brand: _____; Model No. _____
Serial No. _____; Serial No. _____

_____ Hood with Integrated Ansul System (if required; furnished with hood by the manufacturer)
Manufacturer: _____

_____ Walk In Cooler, Serial No. _____

_____ Make line, Serial No. _____

_____ Under Counter Refrigerator, Serial No. _____

_____ Safe, Serial No. _____

_____ Menu Board

_____ Front Counter

_____ Laminate Package

_____ Stainless Steel Package:
- _____ Slap Table
- _____ Sauce Table
- _____ Drivers Table
- _____ Counter Table
- _____ Cut Table
- _____ Safe Table
- _____ Wall Panel
- _____ Can Rack/Prep Table

Sink Package (includes faucets):
- _____ Above Sink Storage
- _____ Dry Storage
- _____ Cooler Storage
- _____ Dunnage

EXHIBIT F:

AUTHORIZATION OF AUTOMATIC WITHDRAWAL

AUTHORIZATION TO HONOR DEBITS
BY AND PAYABLE TO THE FOLLOWING PAYEES

	BANK NAME	ACCOUNT #	ABA ROUTING #
X PAPA JOHN'S USA, INC	_____	_____	_____

Affiliates/Additional Payees:

Papa John's International, Inc.	
Papa John's Marketing Fund, Inc.	Capital Delivery LTD
Preferred Marketing Solutions	DMA Fund
PJ Food Service, Inc.	Papa Card, Inc.

1. Bank Account in Name of: _____

- **ATTACH TO THIS SHEET ONE VOIDED CHECK FOR THE ABOVE ACCOUNT.**

2. Store Location: _____ Store # _____

and future store locations for the above franchisee unless a separate bank account is identified and authorized

3. Payor Contact: _____

Address: _____

Phone #: _____

TO THE BANK DESIGNATED:

- You are hereby requested and authorized to honor and to charge to the foregoing account, checks and electronic debits (collectively, "debits") drawn on such account which are payable to any of the above named Payees. It is agreed that rights with respect to each such debit shall be the same as if it bore a signature authorized for such account. It is further agreed that if any such debit is not honored, whether with or without cause, you shall be under no liability whatsoever. This authorization shall continue in force until revocation in writing is received by you.

TO EACH ABOVE-NAMED PAYEE AND THE BANK DESIGNATED:

The Payor agrees, with respect to any action taken pursuant to the above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.
2. To indemnify and hold harmless Payee and the Bank for any liability, claim, loss or damage arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
3. To defend at Payor's own cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank's or Payee's participation therein.

DATE: __/___/___ _____

Name of Franchisee/Payor (please print)

By _____

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

BE SURE ALL INFORMATION BLANKS ABOVE ARE COMPLETED. If you have any questions, please call John Voller at 502-261-4497

EXHIBIT G:

CHEESE PURCHASE AGREEMENT

CHEESE PURCHASE AGREEMENT

THIS CHEESE PURCHASE AGREEMENT ("Agreement") is made and entered into effective as of _____, 20___ (the "Effective Date"), by and between **PJ Food Service, Inc.**, a Kentucky corporation ("PJFS"), and **the undersigned franchisee** ("Buyer"). Papa John's International, Inc. ("PJI") and Papa John's Franchising LLC ("PJF") join in this Agreement for purposes of acknowledging and agreeing to its provisions.

A. PJFS is engaged in the business of warehousing and distributing cheese and other products to operators of "Papa Johns" pizza restaurants in the contiguous 48 states of the U.S. and has the capability of providing a stable source of cheese at relatively stable prices to Papa Johns' franchisees who commit to purchase their cheese requirements from PJFS on a long-term basis.

B. Reducing the volatility of cheese prices charged to Papa Johns' franchisees by PJFS involves buying cheese at the weekly spot market and reselling it to PJFS at a fixed periodic price, which in turn sells the cheese to Papa Johns' franchisees at a fixed periodic price.

C. PJFS has incurred surpluses and deficits over time by selling cheese to the Papa Johns restaurant system at prices differing from the actual market price for cheese, based on the cheese price formula in effect from time to time.

D. In order to maintain the cheese purchasing program for the ongoing benefit of the domestic Papa Johns' restaurant system (administered either through a separate entity, or as a separate accounting ledger within PJFS, at the discretion of PJI), and to reduce the complexity of financial reporting for PJI, the parties desire to enter into this agreement governing the purchase and sale of cheese between the parties.

NOW THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, the parties hereby agree as follows:

1. Definitions. In addition to other term s defined elsewhere in this Agreement the following definitions apply:

1.1. The term "**Accumulated Cheese Purchase Liability**" means the cumulative dollar amount of sales of cheese at the Product Price to all buyers under this form of Agreement and to PJI and its affiliates, less the sum of (i) the dollar amount of cumulative purchases of cheese by PJFS under the Agreement and (ii) cumulative administrative costs, interest and dividends accrued, if such difference produces a negative number as the result.

1.2. The term "**Accumulated Cheese Purchase Receivable**" means the cumulative dollar amount of sales of cheese to all buyers under this form of Agreement, less the sum of (i) the cumulative purchases of cheese by PJFS under the Agreement and (ii) cumulative administrative costs, interest and dividends accrued, if such difference produces a positive number as the result.

1.3 For purposes of Sections 1.1 and 1.2, the following terms have the following meanings: "Administrative costs" means routine administrative costs needed to operate the cheese-purchasing Program, consistent with past practices followed in administering the Program.

"Interest" means any interest costs for carrying the amount of the Accumulated Cheese Purchase Liability or Surplus, as the case may be from time to time, based on PJI's prevailing interest rate on corporate borrowings in effect from time to time.

1.4. The parties acknowledge that the cheese-purchasing program may be administered through an independent entity or through PJFS as a separate accounting ledger entry system. Accordingly, the term "**Cheese-Purchasing Program**" herein means the cheese- purchasing program administered in either fashion.

1.5. The term "**Period**" means the four- or five-week fiscal month corresponding to the fiscal calendar of PJI.

1.6. The term "**Product**" means mozzarella cheese meeting the standards and specifications of PJI and PJF (as the franchisor of Papa Johns pizza restaurants) and intended for use in domestic Papa Johns pizza restaurants as a base ingredient of standard regularly offered pizzas. For avoidance of doubt, Product does not mean or include specialty cheeses (even if made from mozzarella or consisting of mozzarella) that are intended for use only on specified specialty pizzas, limited-time offers or in or on products other than regular menu pizzas and side items such as cheesesticks.

1.7. The term "**Restaurants**" shall mean at any relevant time the domestic Papa Johns pizza restaurants then operated by Buyer.

2. Purchase and Sale; Exclusivity. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from PJFS, and PJFS agrees to sell to Buyer, the Product in reasonable commercial quantities as ordered by Buyer from time to time during the Term, in order to satisfy all of Buyer's requirements for Product at all of its Restaurants. Buyer shall place orders for the Product on a regular basis consistent with common practice and in accordance with Buyer's good-faith estimates of its reasonable needs. All such purchases shall be for the purpose of meeting Product needs in Buyer's Restaurants, and Buyer shall not resell any Product to any other party, other than incidental sales of the Product for use in restaurants operated by other Papa Johns Pizza operators, without the prior written consent of PJFS. Except as otherwise provided in this Agreement, during the Term Buyer shall not purchase or acquire, directly or indirectly,any Product from any party other than PJFS.

3. Conditional Purchase Commitment. Notwithstanding the provisions of Section 2, Buyer may, but has no obligation to, purchase the Product from PJFS during any Period immediately following a Period during which an Accumulated Cheese Purchase Receivable position is reported. If an Accumulated Cheese Purchase Liability position is thereafter incurred, in any Period, Buyer's obligation to purchase the Product from PJFS hereunder with respect to Restaurants then subject to this Agreement resumes during the next immediately following Period, and continue unless and until an Accumulated Cheese Purchase Receivable position is again reported, as provided above. For purposes of this Section 3, the determination whether an Accumulated Cheese Purchase Receivable position or an Accumulated Cheese Purchase Liability position exists shall be made as of the end of the subject Period, in accordance with normal accounting principles of PJFS, and communicated to the Papa Johns system during the next following Period. During any Period in which Buyer has no purchase obligation as provided above, Buyer may purchase or otherwise acquire the Product from a source other than PJFS,

provided the alternative supplier has been approved under the normal supplier approval policies and standards maintained from time to time by PJFS, PJI and PJF.

4. Price; Payment Terms.

4.1. Price. The price of the Product at the time of purchase by the Buyer pursuant to this Agreement (the "Product Price") will be the price established for each fiscal Period determined in accordance with the formula matrix published and distributed to participating Papa Johns franchisees by PJFS on a monthly basis. PJFS will determine the Product Price according to a pricing formula (the "Price Formula") based on the following parameters:

(i) The Product Price will remain fixed throughout the applicable fiscal Period, even if the Product Price established for the Period varies from the market price at which PJFS purchases the Product;

(ii) If the market price of the Product at which PJFS purchases the Product falls during a Period, the Cheese Program will build a surplus because PJFS will continue to sell the Product to Cheese Program participants at the established Product Price for the remainder of the Period, even though the established Product Price is above the market price at which PJFS purchases cheese. In that case, PJFS will establish the price of Product for the subsequent Period at a level designed to draw down the surplus.

(iii) If the market price of the Product at which PJFS purchases the Product rises during a Period,. the Cheese Program will incur a deficit because PJFS will continue to sell cheese at the established Product Price for the remainder of the Period, even though the established Product Price is below the market price at which PJFS purchases the Product. In that case, PJFS will establish the price of Product for the subsequent Period at a level designed to reduce or retire the deficit.

(iv) Buyer acknowledges that the Product Price established by the Price Formula will differ from the market price for the Product. However, over the long term, the amount that Cheese Program participants pay for the Product will approximate the actual market price of the Product, and Cheese Program deficits and surpluses will balance to zero. The Product Price may differ from the market price in the short term but will not vary over the course of a fiscal Period.

4.2. Buyer Liability. Buyer acknowledges that any future Product Price established under the Cheese-Purchasing Program pursuant to this Agreement at a level less than the then-current market price will constitute or create an Accumulated Cheese Purchase Liability, as defined in Section 1.1, and a potential liability for Buyer in the form of a Liability Repayment, as defined below in Section 5.4. Buyer shall repay such liability in two ways: (a) Buyer's payment of a Product Price that from time to time includes a premium over the market price, in accordance with the Price Formula; and (b) if applicable, Buyer's payment of the Liability Repayment, as provided in Section 5.4 of this Agreement.

4.3. Buyer Receivable. Buyer acknowledges that any future Product Price established under the Cheese-Purchasing Program pursuant to this Agreement at a level more than the then-current market price will constitute or create an Accumulated Cheese Purchase Receivable, as defined in Section 1.2, and a potential receivable for Buyer in the form of a Receivable Refund, as defined below

in Section 5.5. Buyer can recoup such a receivable as the Buyer's payment of a Product Price from time to time includes a reduction from the market price, in accordance with Price Formula. See Section 5.5 regarding the resolution of an Accumulated Cheese Purchased Receivable in the case of termination of the Agreement.

4.4. Payment Terms. All sales of the Product shall be subject to PJFS's standard payment terms and conditions in effect from time to time.

4.5. Audits. Buyer or a representative of Buyer shall have the right at Buyer's expense to audit PJFS's books and records relating to (a) the determination of the Product Price by application of the Price Formula, including but not limited to the calculation of an Accumulated Cheese Purchase Liability or Accumulated Cheese Purchase Receivable, if any, and (b) the calculation of a Liability Repayment or Receivable Refund, if any. Any such audit shall be conducted during regular business hours at PJFS's offices upon at least ten (10) days' advance written notice. If such audit discloses that Buyer (i) has paid more for the Product than required under this Agreement, or (ii) has been assessed a Liability Repayment greater than required under this Agreement, or has been paid or credited with a Receivable Refund less than required under this Agreement, PJFS shall promptly refund any such overpayment, or pay any such underpayment, to Buyer. If any such overpayment or underpayment exceeds five percent (5%) of the amount so paid by or due to Buyer, as the case may be, then PJFS shall also pay for the cost of the audit. If any such audit involves disclosure of confidential or proprietary information, including but not limited to information subject to protection under PJFS's agreement with its cheese supplier, Buyer and any representative of Buyer shall execute and deliver such confidentiality and nondisclosure agreements with respect to such information as PJFS may reasonably require.

5. Term; Termination.

5.1. Initial Term; Renewals. The term of this Agreement commences on the Effective Date and continues for a term expiring at the next Period-end following the expiration of three years after the Effective Date (the "Initial Term"). Thereafter, this Agreement automatically renews for successive terms of twelve (12) Periods (each a "Renewal Term"), unless sooner terminated as provided in this Section 5. When used in this Agreement, the word "Term" means the Initial Term and each Renewal Term, if any.

5.2. Termination by PJFS. This Agreement may be terminated by PJFS (a) effective thirty (30) days following Buyer's failure to cure a material breach of this Agreement following notice of breach by PJFS, and (b) at any time upon notice of termination delivered to Buyer at least ninety (90) days prior to the effective date of such termination, with such termination effective as of the end of the next subsequent Period in which the Cheese-Purchasing Program ends in an Accumulated Cheese Purchase Receivable Position. If the Agreement is terminated by PJFS, Buyer will be eligible to receive a payment with respect to any Accumulated Cheese Purchase Receivable, as provided in Section 5.5, subject to any offsets arising out of Buyer's payment obligations to PJI or its affiliates and subsidiaries.

5.3. Termination by Buyer. Buyer may terminate this Agreement with respect to one or more Restaurants (a) effective thirty (30) days following PJFS's failure to cure a material breach of this Agreement following notice of breach by Buyer; (b) effective at the end of the Initial Term or any Renewal Term, upon notice of termination delivered to PJFS at least ninety (90) days prior to the

effective date of such termination; or (c) effective at the end of the complete Period next following delivery to PJFS of a notice of termination.

5.4. Purchased Cheese Liability . In the event of any termination of this Agreement with respect to one or more Restaurants, if the Cheese-Purchasing Program is in an Accumulated Cheese Purchase Liability position at the effective date of such termination, Buyer shall pay to PJFS an amount equivalent to Buyer's share of the Accumulated Cheese Purchase Liability position as of the termination date (a "Liability Repayment"), with such amount to be applied to reduce the Accumulated Cheese Purchase Liability. The Liability Repayment shall be equal to (i) the dollar amount of Buyer's aggregate purchases of the Product during the year ending on the termination date *divided by* (ii) the dollar amount of the aggregate purchases of the Product by the entire domestic Papa Johns system during the year ending on the termination date, with the quotient *multiplied by* (iii) the dollar amount of the Accumulated Cheese Purchase Liability position as of the termination date. The Liability Repayment will be due and payable within thirty (30) calendar days following the termination date, unless Buyer elects to pay such amount in equal monthly installments over a 12-month period following the termination date, including pro rata interest equal to the borrowing cost charged to PJI. In the event of any termination of this Agreement with respect to fewer than all of Buyer's Restaurants, the Liability Repayment will be calculated as the pro rata share applicable to the subject Restaurants.

For purposes of illustrating the calculation of the Liability Repayment as of a termination date, if (i) Buyer purchased $50,000 of Product for its one Restaurant during the preceding year, and (ii) total purchases of Product for the preceding year by the entire domestic Papa Johns system equaled $145,000,000, and (iii) as of the termination date the Accumulated Cheese Repurchase Liability equaled $5,000,000, the Liability Repayment would be $1,724.14 ($50,000/$145,000,000 = 0.0003 * $5,000,000 = $1,724.14).

5.5. Purchased Cheese Receivable. In the event of termination of this Agreement by PJFS, if an Accumulated Cheese Purchase Receivable position exists at the effective date of such termination, Buyer shall receive from PJFS an amount equivalent to Buyer's ratable share of the Accumulated Cheese Purchase Receivable position as of the termination date (a "Receivable Refund"). The Receivable Refund shall be equal to (i) the dollar amount of Buyer's aggregate purchases of the Product during the year ending on the termination date *divided by* (ii) the dollar amount of the aggregate purchases of the Product by the entire domestic Papa Johns system during the year ending on the termination date, with the quotient *multiplied by* (iii) the dollar amount of the Accumulated Cheese Purchase Receivable position as of the termination date. The Receivable Refund will be due and payable within thirty (30) calendar days following the termination date.

For purposes of illustrating the calculation of the Receivable Refund as of a termination date, if (i) Buyer purchased $50,000 of Product for its one Restaurant during the preceding year, and (ii) total purchases of Product for the preceding year by the entire domestic Papa Johns system equaled $145,000,000, and (iii) as of the termination date the Accumulated Cheese Repurchase Receivable equaled $5,000,000, the Receivable Refund would be $1,724.14 ($50,000/$145,000,000 = 0.0003 * $5,000,000 = $1,724.14).

If the Agreement is terminated by the Buyer, and the Cheese-Purchasing Program is in an Accumulated Cheese Purchase Receivable position at the effective date of such termination, Buyer

will not be entitled to receive any Receivable Refund or other payment from PJFS with respect to any Accumulated Cheese Purchase Receivable.

5.6. Cheese-Purchasing Program Re-entry. If the Buyer terminates this Agreement with respect to one or more Restaurants and later requests re-entry into the Cheese-Purchasing Program with respect to one or more of such Restaurants, Buyer will be obligated to execute and deliver a new Cheese Purchase Agreement in substantially the form of this Agreement, along with an agreement addendum setting forth the following provisions: (i) Buyer will not benefit from any Accumulated Cheese Purchase Receivable existing at the time of Buyer's re-entry into the Cheese-Purchasing Program; and (ii) Buyer will be accountable for the pro-rata portion of any Accumulated Cheese Purchase Liability existing at the time of Buyer's re-entry into the Cheese-Purchasing Program.

6. Force Majeure. PJFS shall not be liable to Buyer for failure to supply the Product, and Buyer will not be liable to PJFS for failure to purchase the Product, under this Agreement if such failure arises because of: (a) fires, floods, the elements, Acts of God; (b) wars (declared or undeclared), rebellions or revolutions in any country, or acts of terrorism; (c) strikes, lock-outs or other labor difficulties; (d) acts, rulings, regulations, decisions or requirements of any tribunal or government agency, board or official; (e) Product shortages or recalls; or (f) any other cause, whether similar or dissimilar to those enumerated herein, beyond the reasonable control of PJFS or Buyer, as the case may be.

7. Relationship of the Parties. The relationship between PJFS and Buyer hereunder is that of vendor and purchaser only. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever and neither party shall have authority to act for or on behalf of the other in any matter.

8. PJI Purchases. PJI and its affiliates will participate in the Cheese-Purchasing Program on the same basis as Buyer with respect to all domestic Papa Johns Pizza restaurants operated by PJI and its affiliates.

9. Miscellaneous Provisions.

9.1. Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties regarding its subject matter, and supersedes all prior or contemporaneous written or oral negotiations and agreements between them regarding its subject matter. This Agreement may be amended only in writing, signed by Buyer and PJFS.

9.2. Assignability. Buyer may not assign, by operation of law, merger or otherwise, license, sublicense or otherwise transfer any of its rights or obligations under this Agreement to any other person or entity without obtaining the prior written consent of PJFS. Buyer agrees that it will not sell or otherwise transfer assets except as provided in the Franchise Agreement for each Restaurant. In the event of any proposed sale of the assets of one or more Restaurants, or the proposed sale or transfer of a majority of the ownership of Buyer, Buyer will notify PJFS of the proposed transaction and the identity of the purchaser or successor at least fifteen (15) days before the proposed closing date. If the proposed purchaser or successor is or will be a customer of PJFS, Buyer will either (a) make the assumption of this Agreement by the purchaser a condition precedent to consummating the transaction,

by inclusion in transfer documentation between Buyer and the purchaser or successor of substantially the following: "[Purchaser or successor] hereby assumes [Buyer]'s rights and obligations under that certain Cheese Purchase Agreement between [Buyer] and PJ Food Service dated [Effective Date under this Agreement]," or (b) cause the payment at the time of the transfer of any Liability Repayment due under Section 5.4.

9.3. Governing Law; Venue. This Agreement, and the parties' respective rights hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky, excluding Kentucky's conflicts of laws principles. Any action to enforce this Agreement shall be brought only in a federal or state court with jurisdiction over the matter and located in Jefferson County, Kentucky.

9.4. Waiver. No waiver by any party of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

9.5. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning and construction of any provision hereof.

9.6 Binding Effect of Agreement. Except as provided in Section 8.2, this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

9.7. Notices. The term "notice" as used in this Agreement will mean written notice, except where specifically provided otherwise. Notice will be delivered by (i) certified mail, return receipt requested (or the equivalent), (ii) facsimile with receipt electronically verified, (iii) overnight courier service which provides a delivery receipt, or (iv) by an electronic mail message with receipt electronically verified, to the following addresses or to such other address or person as a party may specify by notice given in accordance with this Section 8.7:

If to Buyer:
Address maintained in PJF's records pursuant to a Franchise Agreement

If to PJFS:
Treasurer
PJ Food Service, Inc.
2002 Papa John's Boulevard
Louisville, Kentucky 40299

With a copy to:
General Counsel
Papa John's International, Inc.
2002 Papa John's Boulevard
Louisville, Kentucky 40299

9.8. No Effect on Franchise Agreement. No provision of this Agreement shall be deemed to modify any obligation of Buyer or PJ I under any Franchise Agreement between Buyer and PJI or any affiliate of PJI.

9.9. Counterparts. This Agreement may be executed by the parties in one or more counterparts that collectively will constitute one fully executed agreement.

CONFIDENTIAL - For Designated Recipients Only

SIGNATURE PAGE TO CHEESE PURCHASE AGREEMENT EFFECTIVE DEC. 27, 2010

IN WITNESS WHEREOF, Buyer, PJFS and BIBP, by their duly authorized officers, have executed this Cheese Purchase Agreement as of the Effective Date.

Buyer(s): _____

Signature: _____

Title: _____

PJFS: **PJ FOOD SERVICE, INC.**



By: Kurt Milburn
Vice President

Please print a copy of this signature page and attach it to your agreement for your records

EXHIBIT H:

ADVERTISING AGREEMENT

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into as of the _____ day of _____, 20__, by and between **PAPA JOHN'S MARKETING FUND, INC.**, a Kentucky nonstock, non-profit corporation ("Marketing Fund"), and _____, a _____ ("you").

RECITALS:

A. You have entered into, or desire to enter into or accept assignment of one or more Papa Johns Franchise Agreement(s) (the "Franchise Agreement(s)") with Papa John's Franchising, LLC, a Kentucky limited liability company ("Papa Johns"), for a Papa Johns restaurant.

B. It is a condition to obtaining a Papa Johns franchise that you enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definition of You and Membership in Marketing Fund.

(a) You Defined. If one person, corporation, limited liability company or partnership signs this Agreement, then such person, corporation, limited liability company or partnership is referred to as "you" for each Papa Johns restaurant owned by such person, corporation, limited liability company or partnership or in which such person, corporation, limited liability company or partnership has a 50% or majority interest, directly or indirectly. If more than one person is named or included as "you" then the term "you" means all such persons collectively for each Papa Johns restaurant that they collectively own or in which they collectively have a 50% or majority interest, directly or indirectly, but also means each such person individually for all Papa Johns restaurants that such person individually owns or in which such person individually has a 50% or majority interest, directly or indirectly.

(b) Membership. You hereby acknowledge and affirm your membership in the Marketing Fund for all Papa Johns restaurants (now existing or hereafter established) that are, directly or indirectly, owned by you or in which you have or obtain a 50% or majority interest, and you agree to remain a member in good standing of the Marketing Fund so long as you retain any such ownership or interest. Such restaurants are referred to as "Controlled Restaurants." As a member of the Marketing Fund, you are bound by the Articles of Incorporation and By-Laws of the Marketing Fund and any rules and regulations of the Marketing Fund imposed upon its members, as adopted and amended from time to time, even though such amendments and rules may increase or change your obligations under this Agreement. You will be provided copies of the Articles of Incorporation and By-Laws of the Marketing Fund upon written request.

2. Obligation to Make Contributions for Controlled Restaurants.

(a) Contributions. You shall make such payments to the Marketing Fund as membership in the Marketing Fund requires from time to time. Each month's payment shall be based on the contribution rate that is in effect during that month. You understand and agree that the contribution rate is subject to change (both increases and decreases) from time to time by the Board of Directors of the Marketing Fund (the "Board") or by a vote of the members of the Marketing Fund, in accordance with this Agreement and the By-Laws. As used in this Agreement, the term "sales" shall be the same amount on which you compute your monthly royalty payments to Papa Johns.

(b) Time for Payments; Payments. You shall report your sales and make your contribution for each month to the Marketing Fund in the manner and on such dates as may be specified from time to time in the By-Laws or as the Board may direct. At the same time you sign the Franchise Agreement you agree to execute and deliver to Papa Johns and the Marketing Fund and your bank all forms and documents that may be required to permit the Marketing Fund (or Papa Johns acting on behalf of the Marketing Fund) to debit your checking account (either by check or electronically) the amount of each month's contribution. The contribution will be debited on the 25th of each month (or such other date as the By-Laws may specify), or if such day falls on a weekend or bank holiday, then on the next business day. You shall report your sales for the immediately

preceding month to the Marketing Fund in accordance with the directions provided by the Marketing Fund. Such reporting shall be in addition to the other reporting requirements under this Agreement and the By-Laws. Papa Johns may also provide information relating to your sales to the Marketing Fund.

(c) Failure to Report Sales. If you fail to report the sales of any Controlled Restaurant on a timely basis, the Marketing Fund may estimate the sales of the Restaurant for such month and debit your checking account the amount of the contribution based on such estimate. If an estimate results in an overpayment, the Marketing Fund shall deduct the amount of the overpayment from the next month's contribution. Any deficiency resulting from such estimate may be added to the next contribution payment due. You shall notify the Marketing Fund at least 15 days prior to closing or making any material change to the account against which such debits are to be made. If such account is closed or ceases to be used, you shall immediately provide all documents and information necessary to permit the Marketing Fund to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and shall not affect any obligation or liability of the parties for amounts owed. If for any reason your account cannot be debited, you shall submit your payments by check on or before the dates when due. You shall indemnify and hold the Marketing Fund harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from your act or omission or the act or omission of your bank. Any amounts not paid when due may accrue interest as provided in the By-Laws.

(d) Monthly Reports. You shall submit to the Marketing Fund a profit and loss statement for the prior month together with such other reports and information as the Board may reasonably require from time to time. Such statement, reports and information shall be submitted no later than the 15th day of each month.

(e) Audits and Inspections. The Marketing Fund may audit or inspect your books and records at reasonable times. If any audit of such books and records made by Papa Johns or by the Marketing Fund (or by their respective agents) discloses an understatement of sales for any period of time or an understatement of the amounts to be contributed to the Marketing Fund under

Section 2.(a), above, then within 10 days of the date the understatement is determined you must contribute to the Marketing Fund the entire amount of all contributions determined to be due, plus interest as provided in the By-Laws. If such an audit discloses an overpayment, then you shall be entitled to deduct the amount of such overpayment from the amounts next due the Marketing Fund.

3. Expenditures by the Marketing Fund. The Marketing Fund agrees that all amounts contributed to it by you will be expended solely for the purposes set forth in its Articles of Incorporation and By-Laws as amended from time to time.

4. Term of Agreement. The term of this Agreement ("Term") shall begin on the date of this Agreement and shall remain in effect for such period of time as the Franchise Agreement for any Controlled Restaurant remains in effect and for all renewals and extensions thereof agreed to by Papa Johns; provided that the expiration or termination of the franchises for all Controlled Restaurants automatically causes termination of this Agreement, but such termination shall not affect any of your accrued obligations.

5. Binding Effect. You may not assign this Agreement unless you propose to transfer all Controlled Restaurants to a third party and Papa Johns consents to such transfer. Subject to the foregoing, this Agreement shall be binding upon any of your successors or assigns and shall inure to the benefit of their respective successors or assigns; provided that no assignment by you shall release that person or any other person defined as you herein from any accrued obligations under this Agreement without the Marketing Fund's prior written consent.

6. Franchise Agreement. Your obligations under this Agreement and under the Marketing Fund's Articles and By-Laws, and any rules or resolutions adopted by the Board, are in addition to your obligations under your Franchise Agreement. In the event of any conflict between this Agreement and the Franchise Agreement, the terms of the Franchise Agreement govern and control.

7. Use of Advertising Materials. No advertising or promotional materials provided to you by the Marketing Fund may be used in any form other than as expressly provided and may

not be altered or modified in any way, except with the prior written consent of the Marketing Fund, and such materials may be used only during those periods designated by the Marketing Fund. You shall indemnify and hold the Marketing Fund harmless from any and all loss, cost, liability or expense incurred by the Marketing Fund by reason of your breach of this Section 7.

8. Waiver. No failure, refusal, delay or neglect of the Marketing Fund to exercise any right hereunder or to insist upon strict compliance with or performance of your obligations under this Agreement will constitute a waiver by the Marketing Fund of its right at any time to require full and complete compliance with any and all provisions hereof, and no waiver by the Marketing Fund of any breach, failure or default in performance by you under this Agreement will constitute a waiver by the Marketing Fund of any subsequent breach, failure or default.

9. Governing Law, Jurisdiction and Venue.

(a) Governing Law. This Agreement shall be interpreted and construed under the laws of Kentucky, which laws shall prevail in the event of any conflict of law. In the event of any conflict or inconsistency between the terms of this Agreement and the By-Laws, the By-Laws shall prevail.

(b) Jurisdiction; Waiver of Defenses. The parties agree that any action, claim, suit or proceeding arising under this Agreement or concerning the interpretation of this Agreement shall be brought in a court of proper subject matter jurisdiction located in Jefferson County, Kentucky. You irrevocably consent and submit to personal jurisdiction and venue in and by the state and federal courts within Jefferson County, Kentucky and agree that you may be served with process in any such action in accordance with the terms of the notice provision of this Agreement. You waive all defenses of personal jurisdiction, venue and forum non-convenience for the purpose of carrying out this provision.

(c) Non-Exclusive Rights. No right or remedy conferred upon or reserved to the Marketing Fund by this Agreement is intended to be, and shall not be deemed, exclusive of any other

right or remedy herein or provided or permitted by law or equity, but each shall be cumulative of every other right or remedy.

(d) Costs, Expenses and Attorneys' Fees. Except as provided in Section 7, each party shall pay its own costs, expenses and attorneys' fees in any action, claim, suit or proceeding arising out of this Agreement.

10. Notices. All notices, requests, consents, demands and other communications required or permitted to be given or made under this Agreement must be in writing and shall be deemed to have been duly given: (a) on the date of personal delivery; (b) three business days after the date of deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested; or (c) one business day after the date of delivery to an internationally recognized overnight courier service; in each case addressed as follows or to such other person or address as either party shall designate by notice to the other party in accordance herewith:

If to Marketing Fund:

By Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
Attn: Executive Director

By Personal Delivery or Courier:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
Attn: Executive Director

If to You:

_____

_____

Attn: _____

11. Gender and Number. Wherever a pronoun is used herein, such usage shall in appropriate cases include both singular and plural, masculine, feminine and neuter and shall include corporations or other legal entities as well as individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

PAPA JOHN'S MARKETING FUND, INC.

By: _____
Title: _____
("Marketing Fund")

_____

By: _____
Title: _____
("You")

EXHIBIT I:

OPERATING MANUAL TABLE OF CONTENTS

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This is Papa John's Operations Manual containing proprietary and confidential information related to our business. This Manual and all the information contained in the Manual are the property of Papa John's International, Inc. and may not be reproduced, disclosed, revealed, or used in any way except for internal training purposes by authorized users or with the prior written consent of Papa John's International, Inc.

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EXHIBIT J:

COOPERATIVE BY-LAWS

BY-LAWS

OF

PAPA JOHNS _____ COOPERATIVE

Effective _____ __, 20__

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BY-LAWS

OF

COOPERATIVE

ARTICLE I: PURPOSE

1. **Name; Cooperative Area.** The name of this marketing cooperative shall be Papa Johns _____ (the "Cooperative"). Until changed by Papa John's Franchising, LLC ("Franchisor") as provided in the Papa John's Franchise Agreement , the geographic area in which the Cooperative shall conduct advertising, marketing and promotional efforts for and on behalf of full-service Papa John's pizza restaurants ("Restaurants") is _____, __ DMA (the "Market Area").

2. **Purposes.** The purpose of the Cooperative is to conduct advertising and marketing, research, promotions and other related activities for the general benefit of Restaurants operated by the members within the Market Area, all in accordance with and in conformity to the terms and conditions of the Papa John's Franchise Agreement. The terms of the Papa John's Franchise Agreement applicable to the activities of Cooperatives are incorporated into these bylaws. The purposes may be amended or expanded from time to time: unilaterally by Franchisor; or by the members, subject to prior written approval of Franchisor.

ARTICLE II: MEMBERS OF THE COOPERATIVE

1. **Membership.** Subject to the power of the Franchisor to grant to any franchisee an exemption from the requirement of membership in the Cooperative, as provided in the Papa John's Franchise Agreement, and subject to any period in which the members of the Papa Johns National Marketing Fund ("Marketing Fund") approve making participation in and contribution to the Cooperative voluntary, the members of the Cooperative shall consist of all persons or entities that now or hereafter operate Restaurants located anywhere within the Market Area under a validly existing franchise agreement with Franchisor (or its successor or assignee). Non-Traditional Papa John's restaurants may be required to contribute to the Cooperative pursuant to the terms of their respective Papa John's franchise agreements but Non-Traditional restaurants are not voting

members of the Cooperative. Membership for all persons and entities operating Restaurants anywhere in the Market Area shall commence on the date specified by Franchisor. In addition, after these By-Laws are approved and adopted, membership shall automatically commence when a person or entity opens a new Restaurant or acquires an existing Restaurant anywhere in the Market Area. Upon commencement of membership, each such entity and person shall be bound by these By-Laws. The transfer of a Restaurant by a member shall automatically result in the transferee being a member of Cooperative and being subject to the terms and provisions of these By-Laws. During any period in which the members of the Marketing Fund approve making participation in and contribution to a Cooperative voluntary, no franchisee will be required to participate or be a member in the Cooperative unless there is an existing contractual commitment that needs to be satisfied. Once such existing contractual commitment is exhausted, such franchisee may withdraw from the Cooperative.

2. **Multiple Franchises.** No franchisee shall be entitled to more than one (1) membership in the Cooperative, regardless of the number of Restaurants franchised or licensed to such franchisee. Any franchisee that owns, or is otherwise entitled, directly or indirectly, to vote or control more than 50% in the aggregate of the outstanding voting rights of another franchisee and the franchisee so owned or controlled shall together be deemed to be a single franchisee and entitled to only one (1) membership in the Cooperative.

3. Contributions of Members.

A. Every member shall monthly contribute to the Cooperative the percentage of net sales designated by a majority of the votes of the members, as such percentage may be changed from time to time, subject to the limitations provided in Article III, Section 5. The term "net sales" means the same amount upon which the members' royalty payments to Franchisor are determined. The Cooperative may from time to time determine contributions on a different basis (fixed amount, geographic location, etc.), subject to prior written approval from Franchisor. Each month's contribution shall be paid on or before the 11th day of each month following the close of the preceding fiscal Period under the Papa John's Franchise Agreement. Notwithstanding the foregoing, the period for which each contribution is to be made and the due date may be changed or amended as required from time to time by Franchisor or the members. A finance charge of the lower of 12% (1% per month) per annum or the maximum amount permitted by law will be applied to any balance outstanding after thirty (30) days of the due date.

4. **Members in Good Standing**. Every member who continues to be a franchisee of Franchisor who: (A) is not in default to the Cooperative on its required contributions for any Restaurant; and (B) is not in default to the Cooperative on any other obligation for a period in excess of thirty (30) days; shall be a member in good standing. Any member who ceases to be a franchisee of Franchisor or to own Restaurants in the Market Area shall thereupon cease to be a member of the Cooperative, but shall remain liable to the Cooperative for any obligation accrued at the time such membership ceased.

5. **Members Not in Good Standing.** Any member who is in default on any obligation of any kind to the Cooperative for a period in excess of thirty (30) days shall cease to be a member

in good standing and as such shall automatically lose all voting rights. Any member that is in default for more than sixty (60) days shall automatically lose all rights and privileges of a member, including, without limitation, the right to attend meetings or receive notices thereof until such member's default is cured, at which time such member will be automatically reinstated as a member in good standing. Members not in good standing shall continue to be obligated to pay the contributions provided for in accordance with the Papa John's Franchise Agreement. The Cooperative, by a majority vote of the voting power of the entire membership (exclusive of the member who is to be suspended), may suspend the membership of a member for failure to comply with the By-Laws and rules of the Cooperative, for repeated or material default in contributions or for conduct prejudicial to the best interests of the Cooperative. Before suspension, a member will be entitled to an opportunity for a hearing before the members on the reasons for suspension except that no hearing will be required if suspension is for default in contributions. If the member fails to attend the hearing after receiving reasonable notice thereof, the member will thereby waive right to a hearing and may be immediately suspended. Until reinstated by a majority vote of the voting power of the entire membership, a suspended member shall be subject to such restrictions as the members voting for suspension may determine are appropriate. Such restrictions may include, at the Cooperative's discretion (excluding any participation by the suspended member in the deliberation or decision-making): (A) denial of the right to participate in Cooperative meetings or programs; (B) barring such member (including the member's owners, operators, employees and representatives) from serving as an officer or governing board member of the Cooperative; (C) withholding benefits of the Cooperative's advertising, marketing and promotional efforts, in whole or in part, from the suspended member; or (D) any combination of (A), (B) and/or (C). However, during the period of suspension, the suspended member shall nevertheless continue to be obligated to abide by the By-Laws, policies and other rules of the Cooperative and to pay contributions required of members. All references to "member" or "members" shall mean members in good standing unless the context otherwise requires.

6. **Confidentiality**. Members shall not disclose or divulge information concerning the Cooperative's activities to any person or entity not authorized to receive such information by the Cooperative or the Franchisor. Without limiting the generality of the foregoing, Members are specifically prohibited from disclosing or divulging future advertising, marketing, media or promotional plans, whether national, Market Area or local in scope, to any person or party not authorized by the Cooperative or the Franchisor to receive such information.

ARTICLE III: OPERATIONS OF THE COOPERATIVE

1. **Disposition of Member Contributions**. All contributions of members and all income thereon shall be received by the Cooperative in trust and shall be disbursed and expended solely for the not-for-profit purposes set forth in these By-Laws. Without limiting the generality of the foregoing, the following specific provisions apply to the activities of the Cooperative:

i. member contributions to the Cooperative must be expended for the purposes set forth in these By-Laws and the Papa John's Franchise Agreement and may not be refunded, distributed or redistributed to members except with the consent and approval of Franchisor or as required by applicable law.

ii. The Cooperative has been organized exclusively for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including print, electronic and digital media for use in and around the Marketing Area and developing standardized promotional materials for use by the members. Use of member contributions for any other purpose is prohibited.

iii. Amounts contributed to the Cooperative will not be refunded to the contributing member upon the member's withdrawal from the Cooperative or transfer or closure of the member's Restaurant(s) in the Marketing Area, even if such contributions are held by the Cooperative and not expended at the time of such withdrawal, closure or transfer, except as may be otherwise required by applicable law.

2. **Expenditures.** The Cooperative may spend in any fiscal year an amount greater or less than the aggregate contributions to and income of the Cooperative in that year. If the Cooperative has excess funds at the end of a fiscal year, all expenditures in the following fiscal year(s) shall be made first out of contributions accumulated from previous years, next out of contributions in the current year. A copy of the Cooperative's financial statements shall be provided upon request to each member in good standing and the Franchisor without charge.

3. **Agencies**. Only advertising and public relations firms approved by Franchisor may be hired by the Cooperative. The members may hire or discharge an approved advertising or public relations firm by a majority vote of the entire membership. Such firm(s) will be subject to change by a majority vote of all members of the Cooperative, in accordance with the voting procedures set forth in Article IV. The agreement between the agency and the Cooperative must provide that any member of the Cooperative in good standing may at any time during the firm's regular business hours examine billings to and payments by the agency for the account of the Cooperative and that the agency will comply with Franchisor's policies, procedures and agency criteria, as may be changed or amended by Franchisor from time to time. When selecting and retaining an agency, the Cooperative shall conduct an open review including at least three agency candidates. All agencies retained by the Cooperative must enter into a master service agreement with the Cooperative, in a form approved by Franchisor.

4. **Campaign Approvals**. No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without the prior written approval of Franchisor. For the avoidance of doubt, "advertising, marketing or promotional programs, materials and activities" include, without limitation: (A) any and all traditional mediums such as print, radio, television, direct mail and sponsorships; and (B) any and all non-traditional mediums such as eCRM, digital, social media, websites and other media or platforms that may be developed or adopted in the future. All such programs, materials and planned activities must be

submitted to Franchisor for approval in accordance with the procedure set forth in the Papa John's Franchise Agreement. The Cooperative shall provide to Franchisor on a timely basis evidence of the execution of any approved advertising, marketing, or promotional campaigns or programs undertaken by the Cooperative and, where feasible and applicable, the measurable results of such campaign or program, including without limitation any reports or information on local marketing activity specified or requested by Franchisor. The Cooperative shall provide cash flow statements and forecasts to the Franchsior at the request of an authorized representative of the Franchisor.

5. **Contributions; Voting on Increased Contributions**.

A. The monthly contribution rate may be increased or decreased from time to time by the members; provided, that the monthly contribution rate may not be less than two percent (2%) nor more than five percent (5%) of the net sales of the Restaurants, except as provided herein. Approval by Franchisor shall be necessary to reduce the monthly contribution below two percent (2%). Approval by two-thirds (2/3rds) of the votes of all members shall be necessary to increase the amount of the monthly contribution above five percent (5%) of sales.

B. The Franchisor may from time to time specify that the monthly contribution percentage may be reduced or waived for any or all Restaurants based on broadcast media coverage or other information deemed relevant by Franchisor. The method of determining reduced contributions will be determined by Franchisor. The boundaries and extent of the Market Area will be subject to review and change by Franchisor from time to time. In connection with this review, any reduction of the required contribution percentage for each restaurant may be adjusted.

C. Nothing in these by-laws prohibits a Member from exercising any right to adjust the Member's contribution to the Cooperative as provided in the Papa John's Franchise Agreement. Provided however, if a Member elects to reduce contributions to the Cooperative pursuant to the Papa John's Franchise Agreement, the Cooperative may: (A) allocate benefits of the Cooperative's advertising, marketing and promotional efforts, in whole or in part, on a basis reasonably calculated to apportion such benefits according to relative contribution rates (as a percent of Net Sales) of the members; and/or (B) bar such franchisee from serving as an officer or governing board member of the Cooperative. Further, if a Member votes to enter into a sponsorship, partnership, or other contract that requires a financial obligation of the Cooperative, the Member may not elect to reduce the Member's contribution to the Cooperative for as long as such financial obligation is required.

6. Ownership and Usage of Materials and Data. Franchisor is the sole and exclusive owner of all materials and rights that result from advertising, marketing or promotional materials or activities programs produced or conducted by or on behalf of the Cooperative. Any participation by the Cooperative or the members in any advertising, whether by monetary contribution or otherwise, does not vest the Cooperative or any member with any rights in any trademarks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. If requested by Franchisor, the Cooperative (or any member or members, if applicable) must assign to Franchisor any contractual rights or copyright that

the Cooperative or member(s) acquire in any advertising and execute such documents or instruments as Franchisor may reasonably require in order to implement the terms of this Section. Any data generated by advertising, marketing or promotional materials, activities or programs produced or conducted by or on behalf of the Cooperative is the valuable, proprietary property and trade secret of the Franchisor. Franchisor has the right at all times to access, retrieve, analyze, download and use such data in any manner and for such purposes as Franchisor deems appropriate.

ARTICLE IV: MEETINGS OF MEMBERS OF THE COOPERATIVE

1. **Meetings of Members.** Meetings of the members may be called at any time by the President of the Cooperative, or by a majority of the members, upon not less than ten (10) days written notice to the last address provided by each member for notices and communications. The President shall be the presiding officer at each meeting, provided, (1) the President may, with the consent of a majority of the members present at a meeting, delegate the conduct of a meeting to another member, a representative of Franchisor, or a representative of an approved agency retained by the Cooperative; and (ii) the President shall delegate the conduct of any meeting, or portion of a meeting, in which the qualification to continue in office, good standing or suspension of membership of the President's (or the franchise entity represented by the President) is before the meeting.

2. **Waiver of Notice of Attendance.** Attendance at a meeting shall be a waiver of notice, unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3. **Quorum.** Presence in person or by proxy of members representing fifty-one percent (51%) of the votes entitled to be voted by members in good standing shall constitute a quorum at any properly noticed meeting of the Cooperative. A quorum shall not be lost by the departure of members before adjournment.

4. **Voting Rights.** Each member in good standing on the date of a meeting shall, at such meeting, be entitled to one (1) vote for each Restaurant owned or controlled by such member on each matter on which such member is entitled to vote. A member may cast all such votes on each matter properly submitted to be voted on. If the member is an entity, it may cast votes and be represented at meetings by any one of its authorized officers, partners or members.

5. **Proxies.** Each member entitled to vote at a meeting of the Cooperative shall be entitled at such meeting to vote by proxy. A proxy may be given to and exercised only by: (A) a representative of Franchisor; or (B) another member in good standing of the Cooperative. Proxies shall be valid only if signed by the member, dated and filed with the Secretary prior to or at the meeting for which it is given. No proxy shall be irrevocable and any proxy may be revoked at any time in writing or in person at the meeting for which it was given. A proxy may be given only for a single meeting.

6. **Necessity of Majority Vote.** Except as otherwise provided in these By-Laws, a majority of the votes entitled to be cast at a meeting at which a quorum is in attendance shall be necessary to decide in favor of any matter properly submitted to the meeting.

7. **Action Without a Meeting.** Any action required to be taken, or which may be taken, at either an annual or special meeting of the members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by members having not less than two-thirds (2/3rds) of the votes of entitled to be voted at a meeting duly called; and provided, that written notice of such action is given to the other members within five (5) days after the adoption of such action.

8. **Meeting Record.** The Secretary, or in the absence of the Secretary, another officer member of the Cooperative or representative of Franchisor appointed by the President, shall keep minutes of each meeting and make a written record of each action taken without a meeting. Such minutes or written record shall be distributed to all members and to Franchisor within three business days after the meeting or taking of action without a meeting.

9. **Guests at Meetings.** Agency representatives and guests may attend meetings and, at the discretion of the President, may have participating privileges, exclusive of voting privileges. The President shall exclude from any meeting any person whose presence at a meeting is objected to by two or more members (excepting voting members and representatives of Franchisor as described below). Notwithstanding the foregoing, the regional marketing director of Franchisor for the region to which the Marketing Area is assigned by Franchisor shall be given ten (10) business days prior written notice of, and allowed to attend and participate in, and/or designate one or more additional representatives to Franchisor to attend and participate in, all meetings of the Cooperative (exclusive of voting, unless Franchisor or its affiliate is a member of the Cooperative, in which case Franchisor's designated representative will also be entitled to vote).

ARTICLE V: OFFICERS

1. **Executive Officers.** The members shall elect a President, a Secretary and a Treasurer, and may elect one or more Vice Presidents and such other officers and assistant officers, as the members may, from time to time, determine to be necessary to manage the affairs of the Cooperative. Any one person, except as forbidden by law, may be elected to more than one office. Any person elected to an office shall hold such office as such until a successor has been elected and has accepted office, unless prior thereto such person resigns or is removed from office. However, the members may provide for specific terms of office for officers of the Cooperative. The officers of the Cooperative shall at all times be subject to dismissal by the members.

2. **Vacancies.** Any vacancy in any office shall be filled by a majority of the votes entitled to be voted at a meeting duly called for such purpose.

3. **Duties and Powers of Officers.** The members shall prescribe the powers and duties of each of the officers of the Cooperative.

4. **Expenses.** All officers of the Cooperative shall serve without compensation. If approved by the members, reasonable expenses of members incurred to attend meetings may be reimbursed by the Cooperative; provided, that such expenses are not in excess of the actual cost of traveling from and returning to the member's home city, lodging, meals and other reasonable and necessary expenses.

ARTICLE VI: FINANCE, AUDIT AND FISCAL YEAR

1. **Banking.** All funds and money of the Cooperative shall be banked, handled and disbursed, and all bills, notes, checks and like obligations, and endorsements (for deposit or collection) shall be signed by such officers and other persons as the members shall from time to time designate, who shall account therefor to the Treasurer as and when the Treasurer may require. All money, funds, bills, notes, checks and other negotiable instruments coming to the Cooperative shall be collected and promptly deposited in the name of the Cooperative in such depositories as the members shall select.

2. **Fiscal Year.** The fiscal year of the Cooperative shall coincide with Franchisor's fiscal year, consisting of 52 weeks ending on the last Sunday of December, and generally made up of four 13-week quarters. The 13-week quarters consist of two four-week periods followed by one five-week period. Each such four-week and five-week period is referred to as a "Period."

3. **Reports to Franchisor**. The Cooperative must submit to Franchisor such statements and reports as Franchisor may designate from time to time and Franchisor has the right to examine or audit the books and records of the Cooperative to ensure compliance with the terms of the Papa John's Franchise Agreement.

ARTICLE VII: INDEMNIFICATION

1. **Criteria for Indemnification.** The members may authorize the Cooperative to indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding arising from such person's actions for or on behalf of the Cooperative to the extent provided by law.

2. **Advancement of Expenses.** Expenses (including attorneys' fees) incurred that are subject to the indemnification hereunder shall be advanced by the Cooperative prior to the final disposition of the action, suit or proceeding upon receipt of a written undertaking by or on behalf of the person seeking such indemnification with such security as the members may require, to repay such amount if a court of competent jurisdiction determines, in a final, non-appealable order or judgment (whether in such action, suit or proceeding or in another action brought for the purpose of determining whether the person should be indemnified), that such person was adjudged liable to the Cooperative in connection with a proceeding by or in the right of the Cooperative, or in any other proceeding charging improper personal benefit, whether or not involving action in an

official capacity, such person is adjudged liable on the basis of receipt of an improper personal benefit.

ARTICLE VIII: ADOPTION; AMENDMENT; CONSTRUCTION

1. **Adoption.** These By-Laws shall become effective when approved by Franchisor and adopted by a majority vote in accordance with Article IV, and shall remain in force until terminated or amended. Failure or omission of the Cooperative to adopt these By-Laws does not affect the members' contribution obligations under the Papa John's Franchise Agreement.

2. **Amendment, Restatement or Repeal of By-Laws.** Any of the By-Laws of the Cooperative may be restated, amended or repealed from time to time subject to the proposed change(s) receiving: (A) affirmative approval by not less than a majority (51%) of the votes entitled to be cast at a meeting duly called for such purpose; and (B) approval from Franchisor; provided, that the maximum rate of contribution that the members may require to be made by members may be changed only by the affirmative vote of the members as required by these By-Laws. All proposed amendments to the By-Laws by the members shall be submitted in writing to all members and to Franchisor at least ten (10) days before the meeting at which the proposed amendment is to be introduced. A member's presence in person or by proxy at any such meeting at which a proposed amendment is considered shall be deemed a waiver of such notice unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened. In addition, any member who is not present at a meeting called pursuant to these By-Laws (where the notice of such meeting includes a general reference that the By-Laws may be amended at the meeting) at which a proposed amendment is considered shall be deemed to have waived such ten (10) day notice if such member does not object thereto by written notice mailed to the Cooperative on or before the specified date for the meeting. Any such waiver shall negate the requirement for such ten (10) day notice as to such member(s).

3. **Construction.** These By-Laws are subject to the franchise agreements under which the members operate their Restaurants. In the event of any conflict between the franchise agreement(s) and these By-Laws, the terms of the franchise agreement(s) shall govern. Unless the context specifically requires otherwise, any reference in these By-Laws to the masculine gender shall include the feminine and neuter genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

The foregoing By-Laws of Papa Johns _____ Cooperative were adopted by the members on _____ __, _____

_____
Franchisee

By: _____

Title: _____

Franchisee

By: _____

Title: _____

_____
Franchisee

By: _____

Title: _____

_____
Franchisee

By: _____

Title: _____

APPROVED:

PAPA JOHN'S FRANCHISING, LLC

By: _____

Title: _____

EXHIBIT K-1:

OWNER AGREEMENT

OWNER AGREEMENT

In consideration of, and as a condition to the granting by **PAPA JOHN'S FRANCHISING, LLC** ("we" or "us") of a Development Agreement dated _____, 2024, and all Franchise Agreements executed pursuant to its terms (collectively the "Agreements"), providing certain rights relating to one or more Papa Johns' Restaurants (the "Restaurants") to _____ ("Franchisee"), each of the undersigned individuals ("you"), being a beneficial owner of an interest in the Franchisee, hereby covenants and agrees to be bound by the terms and restrictions of this Owner Agreement ("Owner Agreement"):

1. Acknowledgements. Each of you, jointly and severally, represents and warrants to us that:

(a) you are the owners of all equity, voting and other ownership interests in Franchisee and/or all options, warrants and rights to acquire an interest in Franchisee and that the address and telephone number set forth next to your name below are accurate and complete and you will immediately advise us of any change in the information and we may use or distribute the same as required by law, including in our Franchise Disclosure Document.

(b) Franchisee is duly organized and validly existing in good standing under the laws of the State of _____, is qualified to do business in all jurisdictions in which its business activities or the nature of properties owned by it requires such qualification, and has the authority to execute and deliver the Agreements and perform all of its obligations under the Agreements;

(c) you understand and acknowledge that it is a condition to the granting of the franchise to Franchisee that you enter into this Owner Agreement and we have entered into the Agreements in reliance upon your agreement to do so, and will continue to do so;

(d) all information submitted to us by you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any statement or item of material fact necessary to make the statements made therein not false or misleading; and

(e) as Franchisee's owners, you have received adequate consideration to support your execution of this Owner Agreement.

2. Confidentiality and Non-Competition Agreements.

(a) In-Term Covenant Not-to-Compete. Each of you covenants and agrees that during the period you own any equity, voting or other beneficial interest in Franchisee and Franchisee owns one or more Restaurants, or any beneficial interest therein, or holds any rights to develop one or more such Restaurants (including all renewal periods) you shall not engage in any of the following activities anywhere in the United States:

(i) directly or indirectly enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non- pizza products (excluding soft drinks) that are the same as those sold by Papa Johns restaurants on a delivery or carry-out basis, including, without limitation, business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business");

(ii) directly or indirectly engage in any such Competitive Business on your own account;

(iii) become interested in any such Competitive Business directly or indirectly as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Owner Agreement so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa Johns chain to any Competitive Business.

(b) Post-Term Covenant Not-to-Compete. For a period of two years after the earlier of: (i) the date Franchisee ceases to own any Restaurants, any beneficial interest therein or any rights to develop Restaurants, regardless of the reason that such ownership ceases or terminates; or (ii) the date we receive written notice and evidence from you or the Franchisee that you cease to own any equity, voting or other beneficial interest in Franchisee (the "Restricted Period"), you shall not, within a 10-mile radius of (A) the Location, or (B) any business location in which we or an Affiliate or another Papa Johns franchisee then conducts a Papa Johns business (collectively, the "Territories"), engage in any Competitive Business or any other activity described in subsections (i) through (iv) of Section 2.(a).

During any period in which any of the covenants in this Section 2 is being breached or violated, including any period in which any of the parties hereto seeks judicial or arbitral enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period shall toll and be suspended.

(c) Appropriation and Disclosure of Information. Except as permitted under the Agreements, you will not at any time use, copy or duplicate the System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, plans, software, programs, know-how or other proprietary ideas or information, nor will you convey, divulge, make available or communicate such information to any third party or assist others in using, copying or duplicating any of the foregoing.

(d) Infringement; Validity of Marks and Copyrights; Registrations. You will not at any time commit any act that would infringe upon or impair the value of the System or the Marks, nor will you engage in any business or market any product or service under a trade name, trademark, service mark, logo or design that is confusingly or deceptively similar to any of the Marks. You agree that you will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to all equitable, monetary, punitive and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as result of such violation.

(e) Trade Secrets and Confidential Information. You understand and agree that we have disclosed or may disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurants and as approved by us, you shall not at any time, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurants or the System. You will disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate your business under Papa Johns franchises and then only while the franchise is in effect. Any and all information, knowledge, or know-how, including, without limitation, drawings, materials, equipment, marketing, recipes, and other data, that we designate under the Agreements as secret or confidential shall be deemed secret and confidential for purposes of this Owner Agreement.

(f) Reasonableness of Scope and Duration. You agree that the covenants and agreements contained in this Section 2 are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and no party shall raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. Each of you acknowledge and agree that you have other skills and resources and that the restrictions contained in this Section will not hinder your activities or ability to make a living either under the Agreements or in general.

(g) Enforceability. Each of you agree that we may not be adequately compensated by damages for a breach of any of the covenants and agreements contained herein, and that, in addition to all other remedies, we are entitled to injunctive relief and specific performance to remedy such breach. The covenants and agreements contained in this Section 2 shall be construed as separate covenants and agreements, and if any court or arbitrator shall finally determine that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenants and agreements shall be enforced as to such reduced area, activity or time. To the extent required by applicable law, the duration or the geographic areas included within the foregoing covenants, or both, shall be deemed amended in accordance with this Section 2.(h).

3. Guaranty.

(a) Guaranty.

(i) Each of you personally and unconditionally guaranty to us and to our Affiliates including, without limitation, PJ Food Service, Inc., as well as any of their successors or assigns (collectively referred to as "Our Group"), the punctual payment when due of all sums, indebtedness and liabilities of every kind and nature that Franchisee may now or in the future owe to any member of Our Group (including interest, and all attorneys' fees, costs and expenses incurred by any member of Our Group in collection); provided that as long as the Franchisee owns fewer than 15 Restaurants, the maximum aggregate liability under this guaranty shall not exceed the greater of: (A) $300,000, or (B) $50,000 times the number of Restaurants owned by the Franchisee. For purposes of this Guaranty, the number of Restaurants owned by the Franchisee shall be the greater of: (1) the number of Restaurants owned by the Franchisee at the time of incurrence by the Franchisee of the most recent liability for which enforcement of the guaranty is sought; or (2) the number of Restaurants owned by Franchisee at the time we notify you (or any of you) of our intention to enforce the guaranty.

(ii) Each of you hereby acknowledges and agrees that if, at any time, the Franchisee owns 15 or more Restaurants, we have the right to require additional guaranty or other assurance from you, by either: (A) raising the maximum liability under the guaranty by an amount resulting from calculation in accordance with the mathematical formula set forth in Section 3.(a)(i); or (B) requiring the Franchisee or you to obtain an irrevocable, transferable and divisible letter of credit from a United States lending institution approved by us in an amount determined by us but not to exceed your maximum aggregate liability determined in accordance with the calculation in (A) above ("Letter of Credit") upon which we shall be entitled to draw in order to satisfy any obligation of the Franchisee to us or any member of our Group upon presentment by us to the lending institution of our (or our applicable Group member's) standard invoice or shipping and title documents.

(b) Covenants and Acknowledgements. Each of you covenant and agree that: (1) liability under this guaranty is joint and several; (2) this is a guaranty of payment and not of collection and you shall render any payment required under the Agreements or this guaranty upon demand of the appropriate member of Our Group; (3) this guaranty extends to all amounts Franchisee may now or in the future owe to any member of Our Group, whether pursuant to the Agreements, another agreement with us or otherwise; (4) your liability under this guaranty is not contingent or conditioned upon pursuit by Our Group of any remedies against Franchisee or any of you; (5) your liability hereunder shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence or waiver that any member of Our Group may from time to time grant to Franchisee or to any of you, including, without limitation, the acceptance of partial payment or performance, the compromise or release of any claims, the release of any other guarantor, or consent by Our Group to any transfer or assignment of the franchise or any interest therein and Our Group expressly reserves all rights that we may have against you.

(c) Term of Guaranty. This guaranty and your obligations under it shall continue in effect until the earlier to occur of: (i) twelve (12) months after you send us written notice and evidence that you have ceased to own any beneficial interest in the Franchisee and such transfer was in accord with all the terms of the Agreements; or (ii) 11 years from the date of this guaranty, provided, that if any of the Agreements or the Papa Johns franchise is renewed, this guaranty shall

be extended for a period equal to the renewal period plus 12 months. The term of this guaranty shall also be extended during any period in which: (A) any member of Our Group is involved in any judicial or administrative process with Franchisee or any of you (1) to collect any amounts owed it by the Franchisee or you, or (2) to enforce the terms of this guaranty; or (B) any bankruptcy or similar proceeding involving Franchisee or any of you.

Your obligations under this guaranty remain in full force and effect without regard to, and shall not be released, discharged or in any way modified or affected by, any circumstance or condition of Franchisee (whether or not you shall have any knowledge or notice thereof), including, without limitation, bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding or any action taken by any trustee or receiver or by any court in any such proceeding.

(d) Waivers. Each of you waives notice of demand, notice of protest, nonpayment or default, and all other notices to which Franchisee or you may be entitled, and all suretyship and guarantor's defenses generally and any and all other notices and legal or equitable defenses to which you may be entitled. You waive all exemptions to which you may now or hereafter be entitled under the laws of this or any other state or of the United States. You waive any right that you may have to require that an action be brought against Franchisee or any other person as a condition to your liability and further waive any right that you may have to payments and claims for reimbursement or subrogation that you may have against Franchisee arising as a result of your execution and performance of this guaranty.

(e) Assignment. This guaranty is personal to you and the obligations and duties imposed in it may not be delegated or assigned; provided, this guaranty shall be binding upon your successors, assigns, estates and personal representatives. This guaranty shall inure to the benefit of Our Group, and the affiliates, successors and assigns of any of Our Group.

(f) Enforcement. If any one or more provisions in this guaranty is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this guaranty shall be construed to bind you to the maximum extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein.

4. Covenant Not to Transfer Interests. Each of you agree that your interest in Franchisee is restricted in accordance with the terms of the Agreements and covenant that you will not at any time during which Franchisee is a Papa Johns franchisee and/or developer, directly or indirectly, voluntarily or involuntarily, make any "transfer" (as defined in the Agreements) of all or any portion of your interest in Franchisee, or any interest in the franchise, or offer or attempt or permit any of the same to be done, unless you first obtain our written approval in compliance with the same provisions applicable to a transfer by you as set forth in the Agreements. You shall cause all stock certificates (or other documents evidencing an ownership interest or right to acquire an ownership interest) issued by Franchisee to bear a legend indicating that such stock (or other document) is subject to the restrictions provided for in the applicable Agreement. Each of you shall give us not less than 45 days prior written notice of any intended or proposed transfer of your interest in Franchisee, and shall also cause Franchisee to give such notice as is required by the applicable Agreement.

5. Miscellaneous.

(a) Definitions. Except as otherwise defined in this Owner Agreement, all capitalized terms shall have the same meaning given them in the Agreements.

(b) Interpretation and Enforcement. Each of you agree and acknowledge that the interpretation and enforcement of this Owner Agreement shall be governed by Sections 14 and 16 of the Development Agreement.

IN WITNESS WHEREOF, each of you have signed this Owner Agreement on the date set forth opposite your signature.

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone: _____

TO BE COMPLETED IF PRINCIPAL OPERATOR IS NOT AN OWNER.

I represent and acknowledge that I am the Principal Operator of one or more Restaurant(s) and that I agree to be bound by the provisions of Section 2 of this Owner Agreement and, at such time as I become an Owner (as required by the Agreements) to be fully bound by this Owner Agreement without any need for further action or reexecution of this Owner Agreement.

PRINCIPAL OPERATOR

Signature: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

EXHIBIT K-2

RELATIONSHIP AGREEMENT

RELATIONSHIP AGREEMENT

This Relationship Agreement (this "**Agreement**"), dated as of _____, 202_ (the "**Effective Date**"), is made by and among **PAPA JOHNS FRANCHISING**, **LLC**, a Kentucky limited liability company ("**Franchisor**"), _____, a _____ ("_____"), _____, an individual ("_____"), _____, an individual ("_____"), and , an individual ("_____" and, together with _____, _____ and _____, the "**Franchise Group**"). Franchisor and the Franchise Group are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, the Franchise Group, independently or together or with Affiliates (as defined in Section 1.(a)), is a party to approximately _____ (_____) existing franchise agreements with Franchisor, pursuant to which the Franchise Group, independently or together or with Affiliates, directly or indirectly owns and operates approximately _____ (_____) "Papa Johns" or "Papa Johns Pizza" restaurants (collectively, the "**Existing Restaurants**");

WHEREAS, one or more members of the Franchise Group or their respective Affiliates is also party to that certain asset purchase agreement dated as of _____, 202_ by and between _____ ("**Seller**"), and _____, a _____ ("_____"), pursuant to which _____ has agreed to acquire from Seller (such acquisition, the "**Proposed Transaction**") certain assets used in the operation of _____ (_____) existing "Papa Johns" or "Papa Johns Pizza" restaurants (the "**Proposed Transferred Restaurants**") currently owned and operated by Seller;

WHEREAS, the Franchise Group has requested that Franchisor consent to the Proposed Transaction and enter into franchising relationships with _____ in respect of the Proposed Transferred Restaurants;

WHEREAS, also in connection with the Proposed Transaction, Franchisor, _____ , and the Franchise Group will enter into a Development Agreement (the "**Development Agreement**") providing for the development of _____ (_____) additional "Papa Johns" or "Papa Johns Pizza" restaurants upon the terms and conditions set forth therein (the "**Development Restaurants**");

WHEREAS, in addition to the Existing Restaurants, the Proposed Transferred Restaurants and the Development Restaurants, the Franchise Group has expressed an interest in, directly or indirectly, acquiring and/or developing, from time to time, certain additional Papa Johns restaurants, which shall in each case be subject to the prior written consent or agreement of Franchisor, and the prior written waiver of Franchisor's right of first refusal if such restaurants are acquired by the Franchise Group and/or its Affiliates by way of transfer from franchisees of Franchisor; and

WHEREAS, as an inducement to Franchisor to provide its consent to the Proposed Transaction, provide such additional consents, and/or to enter into franchising relationships with the Franchise Group and/or its Affiliates, from time to time, as determined by Franchisor in its sole discretion, (i) the Franchise Group desires to make certain commitments to Franchisor and (ii) Franchisor and the Franchise Group desire to reach agreement on certain other matters relating to *existing and* future franchising relationships between the Franchise Group and Franchisor, in each case as described herein.

NOW, **THEREFORE**, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Certain Definitions

(a) Certain Definitions. For purposes of this Agreement, unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

"**Affiliate**" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"**Capital Stock**" means capital stock or other type of equity interest in a Person or any securities convertible or redeemable into, or exercisable or exchangeable for, any capital stock or other type of equity interest in a Person.

"**Competing Business**" means any business or commercial activity (other than the ownership or operation of a System Restaurant) that (a) sells pizza or other products (excluding soft drinks) that are the same as those sold by Papa John's restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro, Marco's and Little Caesars, or (b) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready- to-eat food products on a delivery basis.

"**Confidential Information**" means (a) any documents, information or data (including know-how) concerning, relating to or arising from the conduct of the Covered Business (or any component thereof) or the ownership or operation of one or more of the Covered Restaurants and (b) any documents, information or data that is, directly or indirectly, received from or made available by Franchisor or any of its Affiliates or any of its or their respective Representatives including, in the case of (a) and (b) above, any such documents, information or data relating to marketing plans and studies, development strategies, financial plans, advertising plans, menu offerings, recipes, trade secrets, product launches, store expansion plans, product development plans and tests, profit and loss, cost structure and labor systems; provided, however, that "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of a disclosure by the Franchise Group, their respective Affiliates or their respective Representatives.

"**Control**", "**Controlled**" or "**Controlling**" means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or

otherwise. The terms "Controlled by" and "under common Control with" shall have correlative meanings.

"**Covered Business**" means the business of acquiring or constructing and equipping one or more Covered Restaurants, locating sources of supply, obtaining utility services, hiring and training staff, obtaining permits and approvals, establishing accounting and financial reporting systems, purchasing inventory, and opening and operating the Covered Restaurants.

"**Covered Franchise Agreement**" means any franchise or similar agreement between the Franchise Group (or any member(s) thereof) and/or any of their respective Affiliates, on the one hand, and Franchisor and/or any of its current or future Affiliates, on the other hand, pursuant to which Franchisor and/or any of its current or future Affiliates grants *(or in the case of the Existing Restaurants, has granted*) to Franchise Group (or any member(s) thereof) and/or any of their respective Affiliates (each, a "**Franchisee**") the rights to operate any System Restaurant, in each case together with any addendum to such franchise or similar agreement and any other contracts or agreements entered into in connection therewith.

"**Covered Persons**" means, without duplication:

(a) the members of the Franchise Group;

(b) the Franchisees;

(c) _____;

(d) _____;

(e) the president/chief executive officer/equivalent officer of __at any time, and from time to time, during the Term (as defined in Section 4.(a));

(f) the chief financial officer/equivalent officer of ____at any time, and from time to time, during the Term;

(g) the chief operating officer/equivalent officer of ____at any time, and from time to time, during the Term;

(h) all Persons that, individually or collectively with their Affiliates, (i) Control any Person referenced in subsection (a) or (b) above or (ii) beneficially own, directly or indirectly, ten percent (10%) or more of any class of Capital Stock of any Person referenced in subsection (a) or (b) above (other than any such Capital Stock held as a Passive Investment).

"**Covered Restaurant**" means any System Restaurant owned and operated, whether in whole or in part and directly or indirectly, by the Franchise Group (or any member(s) thereof) and/or any of its respective Affiliates, in each case pursuant to a Covered Franchise Agreement.

"**Governmental Authority**" means any federal, state or local government, or subdivision or instrumentality thereof, or any entity, body or authority exercising executive,

legislative, judicial, regulatory or administrative functions of or pertaining to any federal, state or local government, including any quasi-governmental entity established to perform such functions, in each case having jurisdiction over the Person, property or matter in question.

"**Law**" means any federal, state, local or foreign law, statute, treaty, code or ordinance, common law or any applicable rule, regulation, guidelines, standard, judgment, order, writ, injunction, ruling, decree, award or permit of any Governmental Authority.

"**Passive Investment**" means a passive investment by a Person in the Capital Stock and/or debt securities of another Person, provided that such first Person does not in any way, either directly or indirectly, (a) manage or exercise Control over such second Person or otherwise take any part in such second Person's business or (b) seek to influence the management or policies of such second Person.

"**Person**" means any natural person, corporation, partnership, joint stock company, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including any Governmental Authority.

"**Proprietary Marks**" means the trademarks, service marks, trade names, logos, emblems, designs, devices and indicia of origin that were, are or hereafter become owned, used or licensed or sublicensed for use by or on behalf of Franchisor or any of its Affiliates in connection with the System Restaurants.

"**Representative**" means, as to any Person, such Person's shareholders, members, partners, directors, officers, managers, employees, agents and representatives.

"**Restricted Area**" means the United States of America (including its territories and possessions).

"**Restricted Period**" means (a) in the case of any member of the Franchise Group and any Franchisee, the Term and the period of two years following the expiration of the Term and (b) in the case of any Covered Persons (other than any member of the Franchise Group and any Franchisee), the time period that such Covered Person remains a Covered Person and the period of one year thereafter; provided, however, that if any member of the Franchise Group or any Franchisee or other Covered Person breaches or violates any of its covenants or agreements in Section 2.(e)(ii), such period shall automatically be extended by the period of time during which such party is in breach or violation of its covenants or agreements in Section 2.(e)(ii).

"**Restricted Persons**" means any of the following: (a) the government of any country that is subject to an embargo imposed by the United States government; (b) Persons that are, or are located in or organized under the laws of any country that is, subject to an embargo imposed by the United States government; (c) individuals that ordinarily reside in any country that is subject to an embargo imposed by the United States government; (d) Persons involved in business arrangements or other transactions with any country or Person that is subject to an embargo imposed by the United States government; and (e) Persons identified from time to time by any Government Authority as a Person with whom dealings and transactions by Franchisor and/or its Affiliates are prohibited or restricted under applicable Law, including Persons designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of

Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) and similar restricted-party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions.

"**System Restaurants**" means any restaurants or other commercial establishments offering food and beverage items at retail that are directly or indirectly owned or operated by (a) Franchisor or any of its current or future Affiliates, (b) any other Person pursuant to or in connection with any franchise agreement or similar agreement with Franchisor or any of its current or future Affiliates or (c) any joint venture, partnership or similar arrangement in which Franchisor or any of its current or future Affiliates participates.

2. Covenants of the Parties

(a) Franchise Group.

(i) Each member of the Franchise Group hereby represents and warrants to Franchisor that, as of the Effective Date, the Franchise Group has a consolidated net worth of at least $_____. During the Term of this Agreement, the Franchise Group shall at all times maintain a consolidated net worth of not less than $_____.

(ii) Each member of the Franchise Group hereby represents and warrants to Franchisor that, as of the Effective Date, no Covered Person (1) has entered a plea of guilty or nolo contendere to, or has been charged or indicted with or convicted of, a felony, (2) has engaged in any acts of moral turpitude, dishonesty, theft or unethical business conduct, or (3) is a Restricted Person.

(iii) During the Term, each member of the Franchise Group agrees to, and agrees to cause the other Covered Persons to, adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate the Covered Business in strict compliance with all applicable Laws. Without limiting the generality of the foregoing, during the Term, no member of the Franchise Group shall, or shall permit or allow any other Covered Person to, (1) enter a plea of guilty or nolo contendere to, or be charged or indicted with or convicted of, a felony or (2) engage in acts of moral turpitude, dishonesty, theft or unethical business conduct. If, at any time during the Term, any member of the Franchise Group or any other Covered Person takes or becomes subject to one of the actions or conditions specified in clauses (1) or (2) above, the Franchise Group acknowledges and agrees that such action or condition shall constitute a breach of the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements (provided that, in the case of the president/chief executive officer/equivalent officer, the chief financial officer/equivalent officer and chief operations officer/equivalent officer of , the Franchise Group shall have a reasonable opportunity to replace such person, in which case there shall be no violation or breach of this Section 2.(a) or the Covered Franchise Agreements).

(iv) Each member of the Franchise Group represents and warrants to Franchisor that, as of the Effective Date and at all times during the Term, no Covered Person, nor any officer, director or, to the Franchise Group's knowledge, employee, or funding source of any of the foregoing is or will be a Restricted Person. Further, during the Term, no member of the

Franchise Group shall, or shall permit any other Covered Person to, knowingly hire, retain, employ or otherwise engage the services of (1) any Person in contravention of the U.S.A. Patriot Act or any other Law pertaining to immigration or terrorism or (2) any other legally prohibited Person. Each member of the Franchise Group acknowledges and agrees that any breach or inaccuracy of the representations, warranties and covenants set forth in this Section 2.(a)(iv) shall constitute a breach of the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(v) Each member of the Franchise Group agrees to immediately notify Franchisor in writing upon the occurrence of any event of any kind that (1) would, or could reasonably be expected to, render any of the representations or warranties set forth in this Section 2.(a) to be or become inaccurate or misleading or (2) would constitute or could reasonably be expected to result in a breach or nonperformance of any of the covenants or agreements set forth in this Section 2.(a).

(b) Approved Operator.

(i) Each member of the Franchise Group acknowledges and agrees that an individual designated by Franchisee and approved by Franchisor shall be required to supervise the operation of the Covered Restaurants in a designated market area ("**DMA**") throughout the entire term of the related Covered Franchise Agreements (such individuals and any replacements thereof hired pursuant to this Section 2.(b)(i), an "**Approved Principal Operator**"). At all times during the Term of this Agreement, the Franchise Group shall cause such an Approved Principal Operator to (1) be employed on a full-time basis in connection with the Covered Restaurants in his or her DMA and (2) have the primary responsibility and authority to control the day-to-day management and operations of each of the Covered Restaurants.

(ii) If at any time during the Term, an Approved Principal Operator (1) is no longer employed on a full-time basis in connection with any of the Covered Restaurants in his or her DMA for any reason or (2) no longer has primary responsibility and authority to control the day-to-day management and operations of any of the Covered Restaurants (each of clauses (1) and (2) above, an "**Approved Principal Operator Termination**"), then the Franchise Group shall, as soon as reasonably practicable but in no event later than 30 calendar days after such Approved Principal Operator Termination, replace such Approved Principal Operator with a similarly-qualified individual with significant managerial experience in quick-service restaurant operations to serve as a replacement Approved Principal Operator, provided that the hiring of any such replacement Approved Principal Operator shall be subject to Franchisor's prior written consent and approval. Any failure by the Franchise Group to replace an Approved Principal Operator within 60 days after an Approved Principal Operator Termination shall constitute a breach of the Covered Franchise Agreements that will entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(c) Guaranty Agreements; Confidentiality/Non-Competition Agreements.

(i) From and after the Effective Date, as requested by Franchisor from time to time, each member of the Franchise Group shall execute and deliver such guaranty agreements on Franchisor's current form as Franchisor may request pursuant to which, among

other things, each member of the Franchise Group shall jointly and severally guarantee the obligations of the Franchisee under the Covered Franchise Agreements.

(ii) From and after the Effective Date, as requested by Franchisor from time to time, each member of the Franchise Group shall, and shall cause any Covered Person designated by Franchisor to, execute and deliver such confidentiality/non-competition agreements on Franchisor's current form as Franchisor may request pursuant to which, among other things, such Covered Persons shall agree to be bound by the confidentiality and non-compete restrictions set forth therein.

(d) Confidentiality.

(i) Each member of the Franchise Group hereby covenants and agrees, on behalf of themselves and each other Covered Person, that, during the Term and for a period of two years thereafter, each Covered Person shall, and shall cause each Permitted Disclosee (as defined below) to, (1) keep confidential the Confidential Information, and (2) not use, duplicate or disclose, or permit the use, duplication or disclosure of, any of the Confidential Information in any manner whatsoever, other than for the sole purpose of conducting the Covered Business, provided that Confidential Information may be disclosed by such Covered Person to its Representatives who need to know such information for the sole purpose of conducting the Covered Business (each, a "**Permitted Disclosee**") if such Permitted Disclosee abides by the restrictions set forth in this Section 2.(d)(i). The Parties acknowledge and agree that each member of the Franchise Group shall jointly and severally be responsible for any breach of this Section 2.(d)(i) by any Covered Person, Permitted Disclosee or any of their respective Representatives.

(ii) At all times after the Effective Date, the Franchise Group shall implement and maintain, and shall cause each other Covered Person or Permitted Disclosee to implement and maintain, appropriate firewalls and data protection and segregation arrangements to prevent the disclosure or use of any Confidential Information in violation of this Section 2.(d).

(iii) Each member of the Franchise Group acknowledges and agrees that any breach of this Section 2.(d) shall constitute a separate breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(e) Competing Interests.

(i) Each member of the Franchise Group hereby represents and warrants to Franchisor, as of the Effective Date, that no Covered Person, either directly or indirectly, for itself or in conjunction with any other Person or Persons, owns, maintains, advises, helps, invests in, makes loans to, operates, engages in, is employed by, has any interest in, participates in any capacity in, or is connected in any manner (by license arrangements, franchise arrangements or otherwise) with, any Competing Business.

(ii) Each member of the Franchise Group specifically acknowledges that, after the Effective Date, the Covered Persons may receive valuable specialized training and/or confidential information, including information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System Restaurants. In consideration of

the foregoing, each member of the Franchise Group covenants, on behalf of themselves and the other Covered Persons, that without the prior written consent of Franchisor (which consent may be withheld for any or no reason), none of the Covered Persons shall, during the Restricted Period, either directly or indirectly, for themselves or in conjunction with any Person or Persons:

(A) divert or attempt to divert any business or customer of any System Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System Restaurants;

(B) own, maintain, advise, help, invest in, make loans to, lease assets or properties to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by license arrangements, franchise arrangements or otherwise) with, any Competing Business; provided, however, that nothing in this subsection (B) shall prohibit the Covered Persons from (1) collectively owning less than 2% of any class of securities of any publicly-traded corporation conducting a Competing Business provided that such securities are held as a Passive Investment, or (2) continuing to lease or sublease any assets or properties to a Competing Business that are being so leased or subleased as of the Effective Date pursuant to an existing lease or sublease agreement;

(C) sell, assign, transfer, lease or sublease, or otherwise grant possession of, any Covered Restaurant or other System Restaurant that is or was owned or operated (whether in whole or in part or directly or indirectly) by any Covered Person (collectively, a "**Restricted Restaurant**"), or any real estate or location on which a Restricted Restaurant is or was operated, to any Person that intends to, or could reasonably be expected to, utilize or facilitate the use of such restaurant, real estate or location to conduct a Competing Business thereat; or

(D) solicit or attempt to solicit any officer, director or employee of Franchisor or its Affiliates with whom Franchise Group of any Covered Person had contact through the Franchisor/Franchisee relationship, excluding any restaurant level employees, without the prior written consent of Franchisor during the term of their employment or for a period of 12 months thereafter. This restriction is not intended to prohibit an individual from responding to a generic job posting or advertisement.

(iii) Without limiting the generality of Section 4.(k), the Parties agree that (1) each of the covenants contained in this Section 2.(e) shall be construed as independent of any other covenant or provision of this Agreement, and (2) if all or any portion of any such covenant is held to be unenforceable by a Governmental Authority having valid jurisdiction in a final non-appealable order or judgment to which Franchisor is a party, such Governmental Authority is hereby empowered to revise and/or reconstrue such covenant to fall within permissible legal limits rather than invalidate any such covenant in its entirety. Each member of the Franchise Group agrees to be bound by any lesser covenant subsumed within the terms of such covenants that imposes the maximum duty permitted by Law as if the resulting covenant were separately stated in and made a part of this Section 2.(e).

(iv) Each member of the Franchise Group acknowledges and agrees that (1) any violation of the covenants contained in Section 2.(e)(ii)(B) will conclusively be deemed to

have involved the unauthorized use or disclosure of Confidential Information in violation of Section 2.(d), and (2) any breach of this Section 2.(e) shall constitute a breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(f) No Initial Public Offering or Other Distributions of Securities. During the Term of this Agreement, no member of the Franchise Group shall, and the Franchise Group shall cause the other Covered Persons not to, (a) (i) make a public offering or broadly disseminated general private distribution of the debt securities or Capital Stock of any Covered Person, (ii) register the debt securities or Capital Stock of any Covered Person with or otherwise become required to file reports under the securities laws of the United States or any other country or any state or political subdivision thereof or (iii) voluntarily file periodic reports under the securities laws of the United States or any other country or any state or political subdivision thereof, or (b) facilitate or assist any other Person in doing the same. Each member of the Franchise Group acknowledges and agrees that any breach of this Section 2.(f) shall constitute a breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

3. Other Agreements And Understandings

(a) Annual Business Plans. On or before November 1 of each year during the Term, the Franchise Group shall submit to Franchisor for its approval a consolidated business plan for the Covered Business, including an operating budget (including a detailed description of funding sources), a marketing and advertising plan for the Covered Restaurants, a development plan for future Covered Restaurants, and additional related financial information (collectively, a "**Business Plan**") for the immediately-succeeding calendar year and a Business Plan for the immediately-succeeding three calendar-year period. All submissions will contain such information and shall be in such format as Franchisor may require from time to time including, without limitation, a timeline for the reimaging of the interior and exterior of all Covered Restaurants in accordance with Franchisor's then-current reimaging design plans, specifications, and standards. Franchisor agrees that it will not disclose the contents of the Business Plan to any third parties without the consent of the Franchise Group.

(b) Brand Initiatives.

(i) Each member of the Franchise Group acknowledges that it supports Franchisor's current brand positioning and related brand-building initiatives and agrees that, in its and the other Covered Persons' operation of the Covered Restaurants following the Effective Date, the Franchise Group and other Covered Persons shall align with Franchisor in such matters and shall act in a manner consistent with such initiatives and future brand-building initiatives, including with respect to participation in **The National Marketing Fund** and/or any local advertising cooperatives, to the extent applicable.

(ii) Without limiting the generality of Section 3.(b)(i), each member of the Franchise Group agrees that it will align and cooperate with Franchisor and act in a manner consistent with Franchisor's initiatives and requests, which in each case Franchisor agrees to use its reasonable business judgment when implementing, with respect to such items as (1) reimaging

the Covered Restaurants, (2) technology, (3) a customer loyalty program, (4) participation in market tests or other tests that Franchisor may from time to time wish to conduct at the Covered Restaurants, (5) sharing, or providing access to, financial, transactional, operational, test market and other data as Franchisor may request with respect to the Covered Business, (6) the potential consolidation of local advertising agencies used by local advertising cooperatives for System Restaurants throughout the United States, or transfer of local advertising spend to national, (7) support and execution of the national menu, (8) participation in brand-recommended marketing initiatives and promotions, including brand-recommended pricing, and (9) brand operational improvements. However, notwithstanding this Section 3.(b)(ii)(8), the Franchise Group retain their right to modify their pricing on any of the Franchisor's marketing initiatives or promotions only if both (A) the Franchise Group has implemented the Franchisor's marketing initiatives and requests at the brand- recommended pricing for a period of at least six months, including any recommended merchandising and/or point-of-purchase materials associated with such initiatives, and (B) the Franchise Group has determined, after consultation with Franchisor, that continued participation with such marketing initiatives and promotions at the brand-recommended pricing has had a material adverse effect on the Franchise Group's overall Gross Sales or profitability over a reasonable period of time, but not less than 90 days, and the Parties reasonably anticipate that further participation with such marketing initiatives and promotions at the brand-recommended pricing will continue to have a material adverse effect on the Franchise Group's overall Gross Sales or profitability. Nothing herein shall affect any national promotion pricing obligations or other pricing right and obligations of the Franchise Group outlined in any applicable franchise agreement.

(c) Actions Requiring Franchisor's Approval. In addition to any actions requiring the consent or approval of Franchisor under any of the Covered Franchise Agreements, any proposed sale/leaseback transaction affecting any of the Covered Restaurants, and/or any debt restructuring transaction affecting the Covered Business, must be submitted to Franchisor for its written consent and approval prior to commencement of such transaction, which consent and approval shall not be unreasonably withheld.

(d) Other Business Interests.

(i) Each member of the Franchise Group represents, warrants, and agrees that the Covered Businesses is, and will at all times be, operated separately from the operation of any other business owned or operated by one or more members of the Franchise Group or any their respective Affiliates ("**Other Business**") such that: (1) the ownership of any Other Business will be held by one or more legal entities that are separate from the legal entity or entities owning the Covered Business (subject to their common ownership by one or more members of the Franchise Group); (2) none of the assets of the Covered Business or Capital Stock of a Franchisee or any of its Affiliates will serve as collateral or security for any loan or other financing arrangement associated with any Other Business and vice versa; (3) the day-to-day operation of the Other Business will be conducted by Persons separate from the Persons responsible for the day-to-day operation of the Covered Business (subject to certain shared services for the businesses); and (4) the Franchise Group shall implement and maintain appropriate policies and procedures to prevent any Confidential Information from being disclosed to or used by any Persons responsible for the day-to-day operation of any Other Business in violation of Section 2.(d) of this Agreement.

(ii) [*Representations, Warranties, and Indemnity. The Franchise Group hereby represents and warrants to Franchisor that (i) any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee do not constitute a default under or result in any breach or violation of any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business, and (ii) and, as of the date of the Effective Date, no member of the Franchise Group or any of their respective Affiliates has received a written notice from the franchisor or licensor of any Other Business or any other party on behalf of the franchisor or licensor of any Other Business asserting that any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee constitutes a default under, or will result in a breach or violation of, any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business. The Franchise Group hereby agree to jointly and severally indemnify, defend, and hold harmless Franchisor and its Affiliates from and against any and all claims made by the franchisor or licensor of any Other Business arising out of a default under or a breach or violation of any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business as a result of any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee.*]

(iii) Each member of the Franchise Group acknowledges and agrees that any breach of Section 3.(d)(i) [or Section 3.(d)(ii)] of this Agreement shall constitute a separate breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(e) Financial Requirements. On the Effective Date and at all times during the Term, the Franchise Group shall meet and maintain the following financial requirements in respect of the Covered Business and the Franchise Group:

(i) Liquidity in the amount of $ _____; and

(ii) Minimum net worth of $_____.

For purposes of this Agreement, liquidity and minimum net worth requirements may be amended by Franchisor at any time provided any such amendments apply consistently to all franchisees of System Restaurants in the U.S.

4. General Provisions

(a) Duration; Termination. This Agreement shall commence on the Effective Date and continue in full force until the expiration or termination of all Covered Franchise Agreements, including all extensions or renewals thereof (the "**Term**"); provided, however, that notwithstanding the expiration of the Term, any obligations under this Agreement, which expressly

or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire, including, without limitation, the non-compete provisions.

(b) Conflicts. The agreements, covenants, conditions and restrictions (including any approval or consent requirements) set forth herein supersede any agreements, covenants, conditions and restrictions addressing or related to the same subject matter contained in any of the Covered Franchise Agreements, the Development Agreement, or any other related ancillary agreements. For the avoidance of doubt, in the event of a conflict between the terms of this Agreement and any of the Covered Franchise Agreements, the Development Agreement, or any other related ancillary agreements, the terms of this Agreement shall control.

(c) Governing Law/Jurisdiction. This Agreement and all transactions contemplated hereby, and all claims and defenses arising out of or relating to any such transaction or this Agreement or the formation, breach, termination or validity of any part of this Agreement, shall in all respects be governed by, and construed in accordance with, the Laws of the Commonwealth of Kentucky without giving effect to any conflicts of Law principles of such state that would apply the Laws of another jurisdiction. All judicial actions brought by Franchisor against the Franchise Group or by the Franchise Group against Franchisor or its subsidiaries, affiliates, shareholders; officers, directors, agents or employees must be brought exclusively in a court of competent jurisdiction in Jefferson County, Kentucky or U.S. District court for the Western District of Kentucky, and the Franchise Group (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection you, he or she may have to either the jurisdiction of or venue in such courts. Notwithstanding the foregoing, Franchisor may bring an action to obtain a restraining order or temporary or preliminary injunction, or enforce an arbitration award, in any federal or state court of general jurisdiction in the state in which the Franchise Group or any member of the Franchise Group resides or in which the Covered Restaurant is located. Nothing in this Section 4.(c) shall preclude us from removing an action from state to federal court where appropriate to do so.

(d) Disputes. Except for controversies, disputes or claims related to or based on: (1) any action to stop or prevent any threat or danger to public health or safety resulting from the construction, maintenance, or operation of a Covered Restaurant; (2) any debt collection action (other than our enforcement of your obligation to contribute to a cooperative); or (3) at the claimant's option, any alleged violation of any non-competition or confidentiality provision hereof, or use of the marks after the expiration or termination of this Agreement; all controversies, disputes or claims between us (including our affiliates, shareholders, officers, directors, agents or employees) and the Franchise Group (including your owners, guarantors, affiliates and employees, if applicable) arising out of or related to:

(i) this agreement or any other agreement between you and us or any provision of any such agreement;

(ii) our relationship with you, including issues relating to our decision to terminate that relationship;

(iii) the validity of this agreement or any other agreement between you and us or any provision of any such agreement; or

(iv) any standard, specification or operating procedure relating to the establishment or operation of the Covered Restaurants;

Must be submitted on demand of either party to the American Arbitration Association ("**AAA**") for a binding arbitration proceeding to be conducted in Louisville, Kentucky and heard by one arbitrator in accordance with the then-current commercial arbitration rules of AAA. All matters relating to arbitration (including arbitrability of any claim, dispute or controversy) will be governed by the federal arbitration act (9 U.S.C. §§ 1 et seq.) and not by any state arbitration law.

The arbitrator will have the jurisdiction, power and authority to award or include in the award any relief that the arbitration deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due or date damages arise or are incurred), specific performance, injunctive relief and attorneys' fees and costs, provided that the arbitrator will not have the power to declare any mark generic or otherwise invalid or, except as otherwise provided in this agreement, to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction.

We and you are bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this agreement, whichever expires earlier. In connection with any such arbitration proceeding, each party must submit or file any claim that would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above will be forever barred.

Except for inclusion of related parties as expressly provided in this Section 4.(d) arbitration must be conducted on an individual basis, not a class-wide or other collective basis, and any arbitration proceeding between us (including our affiliates, shareholders, officers, directors, agents or employees) and you (including your owners, guarantors, affiliates or employees, if applicable) may not be consolidated with or brought as part of any other arbitration proceeding between us and any other person, corporation, limited liability company, partnership or association.

Notwithstanding anything to the contrary contained in this Section 4.(d), we and you each have the right in a proper case to bring an action to obtain a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction (subject to the provisions of Section 4.(c)), provided, that we and you must contemporaneously (within 10 business days of commencement of court action) submit our dispute for arbitration on the merits as provided herein, except as otherwise provided in the first paragraph of this Section 4.(d).

The provisions of this section are intended to benefit and bind certain third-party non-signatories and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

(e) Attorneys' Fees. The prevailing Party in any dispute between or among the Parties shall be entitled to recover from the non-prevailing Party or Parties its reasonable attorneys'

fees and costs, including the costs of enforcement of any award, and costs of any action to enforce or interpret this Agreement, whether or not for injunctive relief.

(f) Written Consent.

(i) Whenever this Agreement requires Franchisor's prior approval or consent, the Franchise Group shall make a timely written request to Franchisor. In order to be effective hereunder, all such approvals or consents granted by Franchisor must (a) be in writing and signed by an authorized officer of Franchisor and (b) expressly reference this Agreement and the specific Section or subsection of this Agreement pursuant to which such approval or consent is being issued.

(ii) For the avoidance of doubt, nothing herein shall be deemed to constitute an approval by or consent from Franchisor or any of its Affiliates of any particular acquisition or development transaction by the Franchise Group and/or its Affiliates, including the Proposed Transaction. Any such approval or consent by Franchisor shall be effective only when given in writing and executed by an authorized officer of Franchisor.

(g) No Warranties. Each member of the Franchise Group hereby acknowledges and agrees that neither Franchisor nor any of its Affiliates or any of their respective Representatives makes any representations or warranties of any kind or nature whatsoever, oral or written, express or implied, in connection with this Agreement, any of the transactions contemplated hereby, the Proposed Transaction or any other System Restaurants that may hereafter be acquired or developed, directly or indirectly or in whole or in part, by any member of the Franchise Group or any of their respective Affiliates, upon which any member of the Franchise Group has relied or will rely. Without limiting the generality of the foregoing, each member of the Franchise Group acknowledges and agrees that, by providing any waiver, approval or consent hereunder or in connection with this Agreement, Franchisor and its Affiliates are not making any representation, warranty or guaranty with respect to the subject matter of such waiver, approval or consent, and assume no liability or obligation to any member of the Franchise Group or any of its Affiliates or Representatives in connection therewith.

(h) Non-Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by the Franchise Group (or any member(s) thereof) under any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against the Franchise Group (or any member(s) thereof), or as to subsequent breach or default by the Franchise Group (or any member(s) thereof). Subsequent acceptance by Franchisor of any payments owed to it shall not be deemed to be a waiver by Franchisor of any preceding breach by the Franchise Group (or any member(s) thereof) of any terms, provisions, covenants, or conditions of this Agreement.

(i) Notices. All notices, requests, demands and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, (b) one (1) business day after deposit with an overnight courier service for next-day delivery, with service prepaid, or (c) actual delivery if transmitted by email during normal business hours (8:00 a.m. - 5:00 p.m., local time) for the

recipient with receipt confirmed, provided that the same notice is also deposited on the same day with an overnight courier for next-day delivery, with service prepaid, in each case as follows (or at such other address for a Party as shall be specified by like notice to the other Parties):

If to Franchisor, to:

Papa Johns Franchising, LLC

2002 Papa John's Boulevard
Louisville, Kentucky 40299
Attention: Chief Legal Officer
Email:_____

If to the Franchise Group, to:

_____

_____

_____

_____

Email:_____

(j) Entire Agreement. This Agreement, together with the Covered Franchise Agreements, the Development Agreement, and any other related ancillary agreements, constitutes the entire, full, and complete agreement among the Parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, representations, warranties, conditions or understandings, either oral or written, among the Parties or their respective Affiliates relating to the subject matter of this Agreement, other than those set forth herein or in the Covered Franchise Agreement, the Development Agreement, or any other related ancillary agreements. No amendment, change, or variance from this Agreement shall be binding on any Party unless set forth in a written instrument executed by each of the Parties.

(k) Severability. Except as expressly provided to the contrary herein, each Section, paragraph, term and condition of this Agreement shall be considered severable and if, for any reason, any provision of this Agreement is held to be invalid or contrary to, or in conflict with, any applicable present or future Law in a final, non-appealable ruling issued by any Government Authority with competent jurisdiction in a proceeding to which Franchisor is a party ("**Unenforceable Provision**"), that ruling shall not impair the operation of, or have any other effect upon, other terms and conditions of this Agreement, which shall continue to be given full force and effect and bind the Parties. Notwithstanding the foregoing, in the event that the severance of an Unenforceable Provision shall materially and adversely affect Franchisor's rights under this Agreement, then Franchisor shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to the Franchise Group; provided, however, that if the Parties are able to agree upon alternative enforceable provisions that will have the same practical effect as the Unenforceable Provision during such 30-day period, the new provision shall be incorporated in this Agreement and Franchisor's notice seeking to terminate this Agreement under the provisions

of this Section 4.(k) by reason of that particular event shall be deemed rescinded and of no further force and effect.

(l) No Benefit to Third Parties. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(m) Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender or the neuter shall be held to include the other gender or the neuter as the context requires; (b) references to the terms Article, Section or subsection are references to the Articles, Sections or subsections of this Agreement unless otherwise specified; the word "including" and words of similar import shall mean "including without limitation," unless otherwise specified; (d) the word "or" shall not be exclusive; (e) the words "herein," hereof," "hereunder" or "hereby" and similar terms are to be deemed to refer to this Agreement as a whole and not to any specific Section; (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted; (g) if a word or phrase is defined, the other grammatical forms of such word or phrase have a corresponding meaning; (h) the headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement; (i) references to any statute, listing rule, rule, standard, regulation or other Law include a reference to (A) the corresponding rules and regulations and (B) each of them as amended, modified, supplemented, consolidated, replaced or rewritten from time to time; (j) references to any section of any statute, listing rule, rule, standard, regulation or other Law include any successor to such section; (k) references to any Person include such Person's predecessors or successors, whether by merger, consolidation, amalgamation, reorganization or otherwise; (l) references to any contract (including this Agreement) are to the contract as amended, modified, supplemented or replaced from time to time, unless otherwise stated; (m) each representation, warranty, covenant, agreement and condition contained in this Agreement and in each of the other agreements, documents and instruments contemplated hereby will be deemed to have independent significance; and (n) the provisions of this Agreement shall be interpreted by Franchisor in a commercially reasonable manner.

(n) Joint and Several Obligations. The liability and obligations of each member of the Franchise Group hereunder (including any such liability resulting from a breach of any covenants or agreements contained herein by any Covered Person) shall be joint and several with each of the other members of the Franchise Group.

(o) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party the manually executed version of this Agreement at the earliest opportunity.

(p) Public Announcements. None of the Parties shall issue any press release or other public statement relating to this Agreement without the prior written approval of the other Parties, except for any public statement required under applicable Law. With respect to any such public statement required by applicable Law, each Party shall provide the other Party a reasonable opportunity to review and comment upon any such statement prior to its issuance. Notwithstanding the foregoing, the Franchise Group acknowledges and agrees that Franchisor may issue one or more press releases or other public statements relating to the consummation of the Proposed Transaction without the prior written approval of the Franchise Group.

(q) Disclosure of Agreement. The Parties shall keep confidential and not disclose to any third person the existence or any terms of this Agreement or information with respect to the transactions contemplated by this Agreement that are not generally known to the public. Notwithstanding the foregoing, the Parties shall be permitted to disclose such information: to the extent required under applicable Law (including reporting requirements applicable to public companies or franchisors), (b) to any Person on a "need to know" basis whose assistance is required to consummate the transactions described in this Agreement, provided that the disclosing Party advises such Person of the confidential nature of such information and uses commercially reasonable efforts to cause such Person to maintain the confidentiality of such information, (c) to the extent necessary or reasonably appropriate in connection with the enforcement of any right or remedy relating to this Agreement, and (d) in compliance with Section 4.(q).

(r) Successors and Assigns; Restrictions on Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and permitted assigns. Franchisor may, without the consent of the other Parties, assign this Agreement or any of its rights or obligations hereunder to any of its Affiliates or to any successor in interest (whether by purchase, merger, consolidation, conversion or otherwise) to all or substantially all of its business operations and/or assets. This Agreement shall not be assignable or transferable in whole or in part by the Franchise Group (or any member(s) thereof)—directly or indirectly, voluntarily or involuntarily, through any type of "transfer" (as defined in the Covered Franchise Agreements)—except upon the express prior written consent of Franchisor. No such assignment by the Franchise Group (or any member(s) thereof) shall relieve such Party of any of its obligations hereunder, except as provided herein. Any attempted assignment or transfer by the Franchise Group (or any member(s) thereof) in contravention of this Section 4.(r) shall be null and void.

[*Remainder of page intentionally blank*]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be duly executed as of the Effective Date.

FRANCHISOR:

PAPA JOHNS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FRANCHISE GROUP:

_____

By: _____
Name: _____
Title: _____

_____
_____, Individually

_____
_____, Individually

_____
_____, Individually

EXHIBIT L:

FORM OF AUTHORIZATION TO TRANSFER

AUTHORIZATION TO TRANSFER

THIS AUTHORIZATION TO TRANSFER ("Agreement") is made as of the _____ day of _____, 20__, by and among **PAPA JOHN'S FRANCHISING, LLC**, a Kentucky limited liability company ("Franchisor"), _____, a _____("Transferor"), and _____, a _____ ("Transferee").

RECITALS:

A. Franchisor and Transferor are parties to ____ Papa John's Franchise Agreement(s) dated _____ (the "Franchise Agreement(s)") for the operation of ____ Papa John's Pizza restaurant(s) located at _____, and identified in Franchisor's system as Store No(s). _____ (the "Restaurant(s)").

B. Transferor desires to transfer to the Transferee, and Transferee is willing to assume, Transferor's remaining rights and obligations under the Franchise Agreement(s), and Franchisor is willing to consent to such transfer, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. Transfer and Assumption. Transferor hereby sells, transfers, conveys and assigns to Transferee and Transferee hereby assumes Transferor's rights and obligations under the Franchise Agreement(s), effective as of _____, 20___ (the "Transfer Date"). Transferee hereby acknowledges: receipt of the Franchise Agreement(s), or a copy(ies) thereof, from Transferor; and that Transferee has read and understands the Franchise Agreement(s) and all of the provisions thereof.

2. Consent of Franchisor; Payment of Amounts Due. Contingent on receipt of the transfer fee required under the Franchise Agreement, Franchisor hereby consents to the foregoing transfer. This consent shall not be construed or deemed as a consent to any subsequent or different transfer or as a representation or warranty on the part of Franchisor with respect to the Transferee capacity or ability to successfully operate a Papa John's pizza franchise. Franchisor's

approval of Transferee indicates only that Franchisor believes that Transferee complies with acceptable minimum criteria that Franchisor establishes solely for Franchisor's own purposes. Transferee hereby acknowledges that the results of Transferee's operation of a Papa John's pizza franchise will depend substantially on Transferee's business acumen and promotional and managerial efforts and that Franchisor has made no representation or warranty that Transferee will earn, can earn, or is likely to earn a gross or net profit. As a further condition to Franchisor's consent, Transferor agrees to pay all amounts due for Royalties, Marketing Fund payments and co-op payments on Net Sales through the Transfer Date, as well as all amounts due to Franchisor's subsidiaries.

3. Effect of Transfer. Transferor shall have no further duties or obligations under the Franchise Agreement(s) after the Transfer Date, provided, this Agreement shall not release Transferor from: any liability that arose prior to the Transfer Date; or any of Transferor's covenants that, by their terms, survive the expiration or termination of the Franchise Agreement(s) (including without limitation, covenants relating to non-competition, copying or duplication of the System and validity of trademarks and copyrights); nor shall this Agreement release any person who is a signatory (or required to be a signatory) to the Owner Agreement.

4. Owner Agreement. Concurrently with the execution of this Agreement, each shareholder **[member]** of Transferee shall execute and deliver to Franchisor an Owner Agreement in the form attached hereto.

5. Advertising Agreement. Concurrently with the execution of this Agreement, Transferee shall execute and deliver to Franchisor an Advertising Agreement in the form attached hereto.

6. Authorization for Automatic Withdrawal. Concurrently with the execution of this Agreement, Transferee shall also execute and deliver an Authorization for Automatic Withdrawal. Unless otherwise specified by Franchisor, Transferee agrees to remain on automatic withdrawal throughout the term of the Franchise Agreement(s).

7. **Required Training.** Transferee's Principal Operator and managers shall undertake and successfully complete such training and instruction as Franchisor deems necessary.

8. **Release.** Transferor and its shareholders **[members]** hereby remise, release and forever discharge Franchisor, Papa John's USA, Inc., their affiliates, their respective officers, directors and employees, and their personal representatives, heirs, successors and assigns from any and all claims, demands, accounts, proceedings, liabilities, actions, causes of action, losses, damages, costs, expenses and controversies of every kind and description, whether in law or in equity and whether accrued or unaccrued, known or unknown, matured or unmatured, liquidated or unliquidated, contingent or otherwise, including all claims of fraud and misrepresentation, which any of them now has, may now have, has had or may hereafter have against Franchisor or any of the foregoing listed persons or entities arising from events or circumstances occurring or existing on or before the date hereof **[in connection with the execution or performance of the Franchise Agreement(s)]**.

9. **Notices.** All notices, requests, consents, demands and other communications required or permitted to be given or made to Transferee shall be given in accordance herewith:

_____
_____
_____
ATTN: _____
Phone No.: _____

An address and phone number of Transferor to which any notices, requests, demands or other communications may be delivered is as follows:

_____
_____
_____
ATTN: _____
Phone No.: _____

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. The proper venue for any suits or claims arising

from this document shall be in the court of proper jurisdiction located in Jefferson County, Kentucky.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12. Miscellaneous. This Agreement, together with the Owner Agreement and Advertising Agreement (which are incorporated herein by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof. Any prior written or oral agreements or understandings between the parties are hereby superseded. This Agreement may not be modified, altered, amended or terminated except by a written document signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Authorization to Transfer as of the day, month and year first written above.

PAPA JOHN'S FRANCHISING, LLC

By: _____
Title: _____

_____

By: _____
Title: _____

_____
_____

_____
_____

_____

By: _____
Title: _____

EXHIBIT M:

LIST OF FRANCHISEES

Open stores as of 12-28-2025

Developer Name	Store #	Site Address 1	Site Address 2	Site City	Site State	Site Postal
12 STONES PIZZA LLC	5423	1896 POPPS FERRY RD		BILOXI	MS	39532
12 STONES PIZZA LLC	3587	11505 CINEMA DRIVE STE. 15		D'IBERVILLE	MS	39540
12 STONES PIZZA LLC	5018	D'IBERVILLE MS MOBILE PIZZA KITCHEN	11505 CINEMA DRIVE	D'IBERVILLE	MS	39540
12 STONES PIZZA LLC	4324	520 E PASS ROAD	SUITE O	GULFPORT	MS	39507
12 STONES PIZZA LLC	3676	2001 HWY 15 NORTH		LAUREL	MS	39440
12 STONES PIZZA LLC	3745	5107 BEATLINE ROAD		LONG BEACH	MS	39560
231 CONCEPTS, LLC	348	1614 PASS RD		BILOXI	MS	39531
231 CONCEPTS, LLC	5071	MGM PARK BASEBALL STADIUM	BILOXI SHUCKERS AA BASEBALL - 105 CAILLAVET STREET	BILOXI	MS	39530
231 CONCEPTS, LLC	2383	12186 HWY 49		GULFPORT	MS	39503
231 CONCEPTS, LLC	3343	6371 HIGHWAY 98 WEST. STE 50		HATTIESBURG	MS	39402
231 CONCEPTS, LLC	4395	2902 HARDY STREET	#90	HATTIESBURG	MS	39401
231 CONCEPTS, LLC	5072	CAMP SHELBY JOINT FORCES TRAINING CENTER	BUILDING 2513	HATTIESBURG	MS	39407
231 CONCEPTS, LLC	2020	3612 BIENVILLE BLVD.		OCEAN SPRINGS	MS	39564
231 STREET PAPA INC.	4538	161 W 231ST		BRONX	NY	10463-4144
3 PAPAS PIZZA LLC	4284	3091 U.S. 49, SOUTH STE. U		FLORENCE	MS	39073
7 E OK PIZZA 1, LLC	4283	CHISHOLM CORNER CONVENIENCE STORE	3001 GRANT AVE	PAULS VALLEY	OK	73075
7-ELEVEN INC	4500	AMELIA MACS CIRCLE K	15418 PATRICK HENRY HWY	AMELIA	VA	23002
7-ELEVEN INC	4587	MACS BRACEY, VIRGINIA CONVENIENCE STORE	3384 HIGHWAY 903	BRACEY	VA	23919
7-ELEVEN INC	4468	CIRCLE K #24	8188 HWY 15	CLARKSVILLE	VA	23927
7-ELEVEN INC	4026	1120 EAST ATLANTIC STREET		LA CROSSE	VA	23950
7-ELEVEN INC	4518	MACS CIRCLE K #11	111 SOUTH COUNTY DR	WAKEFIELD	VA	23888
922 DOUGH LLC	1994	1037 N. WATER STREET		UHRICHSVILLE	OH	44683
A G & G CORPORATION	3820	2556 TELEGRAPH AVE STE G		BERKELEY	CA	94704
A-NU-DAY LLC	4837	5654 W. MANCHESTER AVE.		WESTCHESTER	CA	90045-4416
A-NU-DAY LLC	5277	FOOD TRUCK	5654 W. MANCHESTER AVE.	WESTCHESTER	CA	90045-4416
AAAK LLC	4066	2354 MAIN STREET		BRIDGEPORT	CT	06606
AAMP19 INC.	4086	4850 NORTH HARLEM AVENUE		HARWOOD HEIGHTS	IL	60706
ABBA PIZZA LLC	261	380 STATE ROAD 434		ALTAMONTE SPRINGS	FL	32714
ABUNDANT PIZZA, LLC	756	501 WEST 6TH STREET		ROLLA	MO	65401-2989
ABUNDANT PIZZA, LLC	755	240 MARSHALL DRIVE, SUITE 1B		SAINT ROBERT	MO	65584-4766
ABUNDANT PIZZA, LLC	2913	836 WASHINGTON CORNERS		WASHINGTON	MO	63090-4603
AD PIZZA CORP	2011	12615 CENTRAL AVENUE		CHINO	CA	91710-3509
AD PIZZA CORP	2837	2310 CALIFORNIA AVENUE, SUITE 101		CORONA	CA	92881-6666
AD PIZZA CORP	3182	20772 EAST ARROW HWY.		COVINA	CA	91724
AD PIZZA CORP	2573	110 HIDDEN VALLEY PKWY	STE A	NORCO	CA	92860-3815
ADJONCY, INC.	387	597 BANTA STREET		FRANKLIN	IN	46131
ADRINA LLC	3105	870 BOULEVARD		KENILWORTH	NJ	07033
AFTER TAX DOUGH, INC.	1398	1524 NORTH SAGINAW ROAD		MIDLAND	MI	48640
AFTER TAX DOUGH, INC.	943	5624 STATE STREET		SAGINAW	MI	48603-3680
AFTER TAX DOUGH, INC.	1197	1910 COURT STREET		SAGINAW	MI	48602-3701
AISHWARYA DC VENTURES LLC	837	4656 WISCONSIN AVE		WASHINGTON	DC	20016
AISHWARYA DC VENTURES LLC	3538	1417 OTIS PLACE N.W.		WASHINGTON	DC	20010
AISHWARYA DC VENTURES LLC	3539	924 5TH ST NW		WASHINGTON	DC	20001
AISHWARYA DC VENTURES LLC	3540	914 11TH ST. SE	CAPITOL HILL	WASHINGTON	DC	20003
AISHWARYA DC VENTURES LLC	5468	2525 PENNSYLVANIA AVE NW		WASHINGTON	DC	20037
AJC PROPERTIES LLC	1903	3312 COASTAL HIGHWAY		OCEAN CITY	MD	21842
AL RAHIM FOODS, INC.	3123	1242 W. FOOTHILL BLVD.		UPLAND	CA	91786
ALESHIRE ENTERPRISES LLC	5285	5585 LA CENTRE AVE		ALBERTVILLE	MN	55301
ALESHIRE ENTERPRISES LLC	5406	703 E MAIN ST		ANOKA	MN	55303
ALESHIRE ENTERPRISES LLC	5516	606 CROSSROADS CAMPUS DR NE STE 106		BUFFALO	MN	55313
ALESHIRE ENTERPRISES LLC	3180	135 EAST CENTRAL ENTRANCE		DULUTH	MN	55811

ALESHIRE ENTERPRISES LLC	4279	594 DODGE AVE NW		ELK RIVER	MN	55330
ALESHIRE ENTERPRISES LLC	5323	9416 DUNKIRK LN		MAPLE GROVE	MN	55311
ALEXA ENTERPRISES, INC.	1876	1076 WEST EADS PARKWAY		LAWRENCEBURG	IN	47025-1167
ALEXA ENTERPRISES, INC.	734	1602 MADISON AVENUE		COVINGTON	KY	41011
ALEXA ENTERPRISES, INC.	46	6725 DIXIE HWY STE A		FLORENCE	KY	41042
ALEXA ENTERPRISES, INC.	247	8402 US HIGHWAY 42		FLORENCE	KY	41042-9627
ALEXA ENTERPRISES, INC.	158	2501 CHELSEA DRIVE		FORT MITCHELL	KY	41017-1701
ALEXA ENTERPRISES, INC.	3878	2010 NORTH BEND RD		HEBRON	KY	41048
ALEXA ENTERPRISES, INC.	3718	2041 CENTENNIAL BLVD	CENTENNIAL PLAZA	INDEPENDENCE	KY	41051
ALEXA ENTERPRISES, INC.	118	2298 ALEXANDRIA PIKE		SOUTHGATE	KY	41071-3231
ALEXA ENTERPRISES, INC.	71	9525 KENWOOD ROAD	#17	CINCINNATI	OH	45242
ALEXA ENTERPRISES, INC.	89	9211 WINTON ROAD		CINCINNATI	OH	45231
ALEXA ENTERPRISES, INC.	170	1248 WEST KEMPER ROAD		CINCINNATI	OH	45240-1618
ALEXA ENTERPRISES, INC.	216	7147 SALEM ROAD		CINCINNATI	OH	45230-2921
ALEXA ENTERPRISES, INC.	234	3379 SPRINGDALE ROAD		CINCINNATI	OH	45251-1566
ALEXA ENTERPRISES, INC.	336	6133 GLENWAY AVENUE		CINCINNATI	OH	45211-6312
ALEXA ENTERPRISES, INC.	337	11902 MONTGOMERY ROAD		CINCINNATI	OH	45249-1727
ALEXA ENTERPRISES, INC.	366	545 CLOUGH PIKE		CINCINNATI	OH	45244-2323
ALEXA ENTERPRISES, INC.	623	10720 READING ROAD		CINCINNATI	OH	45241-2529
ALEXA ENTERPRISES, INC.	1087	5473 NORTH BEND ROAD		CINCINNATI	OH	45247-7620
ALEXA ENTERPRISES, INC.	1163	740 COLUMBUS AVENUE		LEBANON	OH	45036-1608
ALEXA ENTERPRISES, INC.	3181	5980 S STATE ROUTE 48		MAINEVILLE	OH	45039
ALEXA ENTERPRISES, INC.	1281	6210 TYLERSVILLE ROAD		MASON	OH	45040
ALEXA ENTERPRISES, INC.	3069	8103 CINCINNATI DAYTON ROAD		WEST CHESTER	OH	45069
ALEXA ENTERPRISES, INC.	2287	1561 ROMBACH AVENUE		WILMINGTON	OH	45177
ALIANTE PIZZA CO L.L.C.	4954	1350 N WELLS AVE		RENO	NV	89512
AMBE MAA LLC	4925	1211 NORTH LIBERTY ST, UNIT A		WAYNESBORO	GA	30830
APIZZA, LLC	3065	13600 NE 20TH		BELLEVUE	WA	98005
APIZZA, LLC	3328	20710 BOTHELL-EVERETT HWY #101		BOTHELL	WA	98012
APIZZA, LLC	2224	5129 EVERGREEN WAY	SUITE 6	EVERETT	WA	98203-3743
APIZZA, LLC	2291	617 128TH STREET S.W.	SUITE 105	EVERETT	WA	98204-6371
APIZZA, LLC	2139	13520 100TH AVE STE 100		KIRKLAND	WA	98034
APIZZA, LLC	2918	25 95TH DRIVE NE, SUITE 10		LAKE STEVENS	WA	98258
APIZZA, LLC	2498	4400 168TH S.W. #201		LYNNWOOD	WA	98037-3154
APIZZA, LLC	2752	11603 STATE AVE, STE B		MARYSVILLE	WA	98271
APIZZA, LLC	2213	15704 MILL CREEK BLVD.		MILL CREEK	WA	98012
APIZZA, LLC	2850	31239 STATE ROUTE 20, SUITE 103		OAK HARBOR	WA	98277-3100
APIZZA, LLC	2489	16110 NE 87TH STREET		REDMOND	WA	98052
APIZZA, LLC	2231	4710 NE 4TH STREET	#C101	RENTON	WA	98059-4800
APIZZA, LLC	2773	721 228TH AVE N.E		SAMMAMISH	WA	98074-7223
APIZZA, LLC	2119	5401-C 25TH AVENUE N.E.		SEATTLE	WA	98105
APPAJUNG'S I LLC	5054	2136 S FREMONT AVE.		ALHAMBRA	CA	91803
APPAJUNG'S I LLC	1874	301 W LAS TUNAS		SAN GABRIEL	CA	91776
APPAJUNG'S O LLC	2833	3970 SOUTH SEPULVEDA BOULEVARD, SUITE 1		CULVER CITY	CA	90230-4633
APPAJUNG'S O LLC	2230	1963 PCH		LOMITA	CA	90717-2647
APPAJUNG'S W LLC	2593	1301 WESTWOOD BLVD.		LOS ANGELES	CA	90024-4901
APPAJUNG'S W LLC	2797	11841 WILSHIRE BOULEVARD		LOS ANGELES	CA	90025-6601
ARAMARK -- ARIZONA STATE UNIVERSITY	3468	4701 W THUNDERBIRD RD	ASU WEST CAMPUS	GLENDALE	AZ	85306
ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC.	3796	WESTERN KENTUCKY UNIVERSITY	DOWNING STUDENT UNION, DSU FOOD COURT	BOWLING GREEN	KY	42101
ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC.	3798	7400 BAY ROAD	SAGINAW VALLEY STATE UNIVERSITY	UNIVERSITY CENTER	MI	48710
ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC.	4182	BIMIDJI STATE UNIVERSITY	LOWER HOBSON MEMORIAL UNION	BEMIDJI	MN	56601
ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC.	3657	106 W UNIVERSITY WAY	WESTERN CAROLINA UNIVERSITY(HINDS UNIV FOOD CRT)	CULLOWHEE	NC	28723

ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC.	5524	UNIVERSITY OF NORTH CAROLINA - PEMBROKE	NURSING AND HEALTH PROFESSIONALS BLDG	PEMBROKE	NC	28372
ARK-DOWD DOUGH, INC.	817	1210 WEST STATE STREET		ALLIANCE	OH	44601-4626
ARK-DOWD DOUGH, INC.	3455	508 WEST MAIN STREET		LOUISVILLE	OH	44641
ARK-DOWD DOUGH, INC.	3808	1054 WEST MAIN STREET		RAVENNA	OH	44266-2730
ARK-DOWD DOUGH, INC.	4112	710 WEST PERKINS AVENUE		SANDUSKY	OH	44870
ARUNA ENTERPRISES PJMD LLC	2514	707 PARK ST		CUMBERLAND	MD	21502-3172
ARUNA ENTERPRISES PJPITT LLC	5513	191 9TH ST		MONACA	PA	15061
ASHAPURIMA SC LLC	4592	1468 US 70 W		VALDESE	NC	28690
ASHAPURIMA SC LLC	4604	428-1 MC NULTY ROAD		BLYTHEWOOD	SC	29016
ASHAPURIMA SC LLC	4094	3730 NORTH MAIN STE A		COLUMBIA	SC	29203
ASHAPURIMA SC LLC	4438	1236 PEACH ORCHARD ROAD		SUMTER	SC	29154
ASHAPURIMA SC LLC	4986	2128 BELLS HWY		WALTERBORO	SC	29488
ASPIRE BUSINESS SERVICES, LLC	4401	1962 SOUTH ROCHESTER ROAD	ROCHESTER HAMLIN RETAIL CENTER	ROCHESTER HILLS	MI	48307
ASTORIA JOHNS INC	4591	35-48 31ST STREET		ASTORIA	NY	11106
ATS MASTERS 1 INC.	4126	10235 WEST ROOSEVELT ROAD		WESTCHESTER	IL	60154
ATS MASTERS INC.	3937	7744 MADISON STREET		FOREST PARK	IL	60130
ATWATER PJ CORPORATION	5079	1909 N BUHACH RD	NWC E JUPITER AVE & N BUHACH RD	ATWATER	CA	95301
AUDUBON LLC	547	1827 WALTON WAY		AUGUSTA	GA	30904-3854
AUDUBON LLC	1835	3449 PEACH ORCHARD ROAD		AUGUSTA	GA	30906
AUDUBON LLC	4852	3412 WRIGHTSBORO ROAD	UNIT 901	AUGUSTA	GA	30909
AUDUBON LLC	1147	112 NORTH BELAIR ROAD		EVANS	GA	30809-3206
AUDUBON LLC	4846	3118 WILLIAM FEW PARKWAY	SUITE 1	EVANS	GA	30809
AUDUBON LLC	4355	5108 WRIGHTSBORO ROAD	FOREST PLAZA SHOPPING CENTER	GROVETOWN	GA	30813
AUDUBON LLC	893	403 FURYS FERRY ROAD, SUITE 113		MARTINEZ	GA	30907-8222
AUDUBON LLC	5378	1767 WASHINGTON RD UNIT 2		THOMSON	GA	30824
AUDUBON LLC	457	105 TAMIL DRIVE		AIKEN	SC	29803
AUDUBON LLC	3594	194 UNIVERSITY PKWY		AIKEN	SC	29801
AUDUBON LLC	1415	217 EDGEFIELD ROAD, SUITE C		NORTH AUGUSTA	SC	29841-1402
AWWAL, LLC	3896	2020 N. CALIFORNIA AVE	SUITE #2	CHICAGO	IL	60647
B&B PIZZA LLC	1440	535 HAMPTON PT STE A		HILLSBOROUGH	NC	27278
B&B PIZZA LLC	5037	333 SOUTH BICKETT BLVD		LOUISBURG	NC	27549
B&B PIZZA LLC	5350	7805 RICHMOND HWY STE 11		APPOMATTOX	VA	24522
B&B PIZZA LLC	5057	1107 E 3RD STREET		FARMVILLE	VA	23901
B&B PIZZA LLC	5017	4102 HALIFAX RD		SOUTH BOSTON	VA	24592
BAANI'S PIZZA, CORP.	5132	1682 1ST STREET		LIVERMORE	CA	94550
BAFO, LLC	3049	1949 N. SUSQUEHANNA TRAIL		SELINSGROVE	PA	17870
BAGPIPER ONE, INC.	5335	1211 W MARCH LN		STOCKTON	CA	95207
BAGPIPER TWO, INC.	5131	1737 BERRYESSA ROAD, SUITE B		SAN JOSE	CA	951333
BAGPIPER, LLC	2450	1360 THE ALAMEDA	BUILDING D, SUITE 12	SAN JOSE	CA	95126
BAGPIPER, LLC	5362	2633 DECOTO RD A		UNION CITY	CA	94587
BAJCO 100, LLC	74	106 EAST GREEN STREET		CHAMPAIGN	IL	61820-5302
BAJCO 100, LLC	1186	2104 WEST SPRINGFIELD AVENUE, SUITE A		CHAMPAIGN	IL	61821-3066
BAJCO 100, LLC	161	302 WEST FAIRCHILD STREET		DANVILLE	IL	61832-3839
BAJCO 100, LLC	1250	100 N. HENRIETTA DR.		EFFINGHAM	IL	62401
BAJCO 100, LLC	1215	801 S. LAKELAND BLVD		MATTOON	IL	61938
BAJCO 100, LLC	1831	225 EAST CONGRESS BOULEVARD		RANTOUL	IL	61866-2301
BAJCO 100, LLC	3603	1307 EAST FLORIDA AVENUE		URBANA	IL	61801
BAJCO 100, LLC	4407	1307 E FLORIDA AVE		URBANA	IL	61801
BAJCO 100, LLC	23	1501 16TH STREET		BEDFORD	IN	47421
BAJCO 100, LLC	47	415 NORTH WALNUT STREET		BLOOMINGTON	IN	47404-3842
BAJCO 100, LLC	2591	2486 S WALNUT STREET		BLOOMINGTON	IN	47401
BAJCO 100, LLC	77	920 MARKET ST		CHARLESTOWN	IN	47111
BAJCO 100, LLC	3284	5221 W STATE ROAD 46		ELLETTSVILLE	IN	47429

BAJCO 100, LLC	15	2606 HARRY NICHOLS DRIVE		MADISON	IN	47250
BAJCO 100, LLC	1816	320 E RUTH RUSIE WAY		MARTINSVILLE	IN	46151
BAJCO 100, LLC	784	213 WEST WALNUT STREET		NORTH VERNON	IN	47265-1732
BAJCO 100, LLC	1144	2805 WEST BROADWAY STREET		PRINCETON	IN	47670-9417
BAJCO 100, LLC	120	400 N. MAIN STREET		SALEM	IN	47167
BAJCO 100, LLC	148	745 WEST MCCLAIN AVENUE		SCOTTSBURG	IN	47170
BAJCO 100, LLC	19	600 EAST TIPTON STREET		SEYMOUR	IN	47274-3520
BAJCO 100, LLC	138	2365 NORTH 6TH STREET		VINCENNES	IN	47591-2403
BAJCO 100, LLC	5062	1735 SOUTH SR 57	SUITE101	WASHINGTON	IN	47501
BAJCO 100, LLC	3686	510 BYPASS RD.		BRANDENBURG	KY	40108
BAJCO 100, LLC	30	1415 HIGHLAND DRIVE		CARROLLTON	KY	41008-8200
BAJCO 100, LLC	3293	4979 N. DIXIE HWY.		ELIZABETHTOWN	KY	42701
BAJCO 100, LLC	3740	30 SHAWNEE DRIVE		HODGENVILLE	KY	42748-1607
BAJCO 100, LLC	10	5709 BARDSTOWN ROAD		LOUISVILLE	KY	40291-1913
BAJCO 100, LLC	157	611 N BARDSTOWN RD	PO BOX 171	MT. WASHINGTON	KY	40047
BAJCO ARIZONA, LLC	2772	10745 E APACHE TRAIL, SUITE 110		APACHE JUNCTION	AZ	85120
BAJCO ARIZONA, LLC	4388	CAREFREE MARKET PLACE	4815 CAREFREE HWY. STE C-128	CAVE CREEK	AZ	85331
BAJCO ARIZONA, LLC	1356	1100 NORTH ALMA SCHOOL ROAD, SUITE 6		CHANDLER	AZ	85224-3169
BAJCO ARIZONA, LLC	2767	4980 SOUTH ALMA SCHOOL ROAD, SUITE 5		CHANDLER	AZ	85248-5559
BAJCO ARIZONA, LLC	2229	70 SOUTH VAL VISTA DRIVE, SUITE A-5		GILBERT	AZ	85296-1372
BAJCO ARIZONA, LLC	3421	3076 EAST CHANDLER HEIGHTS ROAD SUITE #111	CHANDLER HEIGHTS VILLAGE	GILBERT	AZ	85298
BAJCO ARIZONA, LLC	2012	8251 W. UNION HILLS DR.	WALMART SHOPS STE. 125	GLENDALE	AZ	85308
BAJCO ARIZONA, LLC	2036	9189 NORTH 59TH AVENUE, SUITE 1		GLENDALE	AZ	85302-3027
BAJCO ARIZONA, LLC	3672	5045 W. BASELINE RD., SUITE 130	LAVEEN RANCH MARKETPLACE	LAVEEN	AZ	85339
BAJCO ARIZONA, LLC	3969	41620 W MARICOPA CASA GRANDE HWY	WALMART CENTER	MARICOPA	AZ	85138
BAJCO ARIZONA, LLC	1355	1225 WEST MAIN STREET, SUITE B-110		MESA	AZ	85201-7034
BAJCO ARIZONA, LLC	1510	63 N GREENFIELD RD	STE 112	MESA	AZ	85205
BAJCO ARIZONA, LLC	1695	1063 NORTH MESA DRIVE		MESA	AZ	85201-3543
BAJCO ARIZONA, LLC	2348	7102 EAST BASELINE ROAD, SUITE 101		MESA	AZ	85209-4092
BAJCO ARIZONA, LLC	2458	1829 NORTH POWER ROAD		MESA	AZ	85205
BAJCO ARIZONA, LLC	2148	8987 WEST OLIVE AVENUE	SUITE 131	PEORIA	AZ	85345-9125
BAJCO ARIZONA, LLC	3549	25101 NORTH LAKE PLEASANT PKWY	SUITE 1310	PEORIA	AZ	85383
BAJCO ARIZONA, LLC	1913	540 EAST THOMAS		PHEONIX	AZ	85003
BAJCO ARIZONA, LLC	1508	4501 EAST THOMAS ROAD, SUITE 111		PHOENIX	AZ	85018-7600
BAJCO ARIZONA, LLC	1651	7040 NORTH 16TH STREET		PHOENIX	AZ	85020-5547
BAJCO ARIZONA, LLC	1652	4030 EAST THUNDERBIRD ROAD, SUITE C		PHOENIX	AZ	85032-5835
BAJCO ARIZONA, LLC	1686	4302 EAST RAY ROAD, SUITE 113		PHOENIX	AZ	85044-4706
BAJCO ARIZONA, LLC	1914	3449 W. NORTHERN AVENUE		PHOENIX	AZ	85051
BAJCO ARIZONA, LLC	2147	751 E. BELL AVE, SUITE 10	MOON VALLEY TOWN CENTER	PHOENIX	AZ	85022-2696
BAJCO ARIZONA, LLC	2162	18413 NORTH CAVE CREEK ROAD, SUITE N-10		PHOENIX	AZ	85032-1044
BAJCO ARIZONA, LLC	2605	4840 N. 83RD AVENUE SUITE 102		PHOENIX	AZ	85033
BAJCO ARIZONA, LLC	2803	4645 E. BROADWAY ROAD		PHOENIX	AZ	85040
BAJCO ARIZONA, LLC	2967	5930 W. MCDOWELL RD. STE 101		PHOENIX	AZ	85035
BAJCO ARIZONA, LLC	3327	21803 SOUTH ELLSWORTH ROAD	SUITE E-103	QUEEN CREEK	AZ	85142
BAJCO ARIZONA, LLC	3704	270 E HUNT HIGHWAY STE 1	THE BELLA VISTA SHOPS	SAN TAN VALLEY	AZ	85143
BAJCO ARIZONA, LLC	2864	11300 EAST VIA LINDA		SCOTTSDALE	AZ	85259-2662
BAJCO ARIZONA, LLC	5331	23359 N PIMA RD STE C-143		SCOTTSDALE	AZ	85255
BAJCO ARIZONA, LLC	1387	1813 E SOUTHERN AVENUE	SOUTHERN VILLAGE SHOPS	TEMPE	AZ	85282
BAJCO EAST, LLC	984	3014 PLEASANT VALLEY BLVD.		ALTOONA	PA	16602
BAJCO EAST, LLC	2216	537 EAST 25TH AVENUE		ALTOONA	PA	16601-4031
BAJCO EAST, LLC	119	1386 OAKLAND AVENUE		INDIANA	PA	15701-2494
BAJCO EAST, LLC	1389	1737 GOUCHER ST.		JOHNSTOWN	PA	15905
BAJCO EAST, LLC	2619	1133 SCALP AVENUE		JOHNSTOWN	PA	15904-3311
BAJCO EAST, LLC	252	1341 SOUTH ATHERTON STREET		STATE COLLEGE	PA	16801

BAJCO EAST, LLC	821	2110 NORTH ATHERTON STREET		STATE COLLEGE	PA	16803
BAJCO FLORIDA, LLC	2026	715 ATLANTIC BOULEVARD, SUITE 1		ATLANTIC BEACH	FL	32233
BAJCO FLORIDA, LLC	613	4315 US HIGHWAY 17		FLEMING ISLAND	FL	32003
BAJCO FLORIDA, LLC	5181	206B S. ORANGE AVENUE		GREEN COVE SPRINGS	FL	32043
BAJCO FLORIDA, LLC	396	10750-12 ATLANTIC BLVD.		JACKSONVILLE	FL	32225
BAJCO FLORIDA, LLC	554	6230 103RD STREET		JACKSONVILLE	FL	32210
BAJCO FLORIDA, LLC	575	6132 MERRILL ROAD		JACKSONVILLE	FL	32277
BAJCO FLORIDA, LLC	1096	4339-A ROOSEVELT BLVD.		JACKSONVILLE	FL	32210
BAJCO FLORIDA, LLC	1206	5230 BAY MEADOWS ROAD		JACKSONVILLE	FL	32217
BAJCO FLORIDA, LLC	1261	11701 SAN JOSE BLVD	STE 27	JACKSONVILLE	FL	32223
BAJCO FLORIDA, LLC	1807	4275 SOUTHSIDE BLVD	SUITE 3	JACKSONVILLE	FL	32216
BAJCO FLORIDA, LLC	2051	7200-16 NORMANDY BLVD		JACKSONVILLE	FL	32205-6271
BAJCO FLORIDA, LLC	2533	3801 UNIVERSITY BOULEVARD WEST	SUITE 1	JACKSONVILLE	FL	32217
BAJCO FLORIDA, LLC	2794	1680 DUNN AVE, STE 43		JACKSONVILLE	FL	32218-4788
BAJCO FLORIDA, LLC	2883	1650 MARGARET STREET	STE 307	JACKSONVILLE	FL	32204-3834
BAJCO FLORIDA, LLC	3086	2750 RACE TRACK ROAD	STE 105	JACKSONVILLE	FL	32259
BAJCO FLORIDA, LLC	3148	9542 ARGYLE FOREST BLVD., SUITE C-11		JACKSONVILLE	FL	32222
BAJCO FLORIDA, LLC	3232	731 DUVAL STATION ROAD STE 121		JACKSONVILLE	FL	32218
BAJCO FLORIDA, LLC	5304	11025 E TOWN PKWY		JACKSONVILLE	FL	32256
BAJCO FLORIDA, LLC	1493	14333 BEACH BOULEVARD, SUITE 102A		JACKSONVILLE BEACH	FL	32250-1578
BAJCO FLORIDA, LLC	2989	2696 STATE HIGHWAY 21		MIDDLEBURG	FL	32068
BAJCO FLORIDA, LLC	423	38 BLANDING BOULEVARD, SUITE C		ORANGE PARK	FL	32073-2228
BAJCO FLORIDA, LLC	674	950 BLANDING BLVD, STE 10		ORANGE PARK	FL	32065
BAJCO FLORIDA, LLC	1409	240 A1A NORTH		PONTE VEDRA	FL	32082
BAJCO FLORIDA, LLC	4404	100 GATEWAY CIRCLE STE 4		SAINT JOHNS	FL	32259
BAJCO FLORIDA, LLC	1382	4255 US HIGHWAY 1 S STE 15		ST AUGUSTINE	FL	32086
BAJCO FLORIDA, LLC	4563	10440 US 1 NORTH	UNIT 122	ST. AUGUSTINE	FL	32095
BAJCO FLORIDA, LLC	4628	105 MURABELLA PARKWAY		ST. AUGUSTINE	FL	32092
BAJCO FLORIDA, LLC	5494	2520 COMMERCIAL DR STE A		STARKE	FL	32091
BAJCO FLORIDA, LLC	5427	96031 VICTORIAS PL STE 103		YULEE	FL	32097
BAJCO ILLINOIS , LLC	5518	1939 N STATE ST		BELVIDERE	IL	61008
BAJCO ILLINOIS , LLC	106	1407 N VETERAN PKWY		BLOOMINGTON	IL	61704
BAJCO ILLINOIS , LLC	1117	195 N. KENNEDY DRIVE		BOURBONNAIS	IL	60914
BAJCO ILLINOIS , LLC	5346	602 E GRAND AVE		CARBONDALE	IL	62901
BAJCO ILLINOIS , LLC	1666	3082 N. MAIN STREET		DECATUR	IL	62526
BAJCO ILLINOIS , LLC	272	940 WEST MORTON AVENUE		JACKSONVILLE	IL	62650
BAJCO ILLINOIS , LLC	5343	415 KEOKUK ST		LINCOLN	IL	62656
BAJCO ILLINOIS , LLC	5356	1608 PATTON DR		MAHOMET	IL	61853
BAJCO ILLINOIS , LLC	107	602 KINGSLEY ST		NORMAL	IL	61761-2906
BAJCO ILLINOIS , LLC	391	1639 BROADWAY ST		PEKIN	IL	61554
BAJCO ILLINOIS , LLC	219	4307 NORTH SHERIDAN ROAD		PEORIA	IL	61614
BAJCO ILLINOIS , LLC	293	930 N BOURLAND AVE		PEORIA	IL	61606-1720
BAJCO ILLINOIS , LLC	5434	817 SHOOTING PARK RD		PERU	IL	61354
BAJCO ILLINOIS , LLC	3746	1830 BROADWAY		QUINCY	IL	62301
BAJCO ILLINOIS , LLC	213	121 N GRAND AVE E		SPRINGFIELD	IL	62702-3859
BAJCO ILLINOIS , LLC	1262	3422 FREEDOM DRIVE		SPRINGFIELD	IL	62704
BAJCO ILLINOIS , LLC	3141	2605 STEVENSON DRIVE		SPRINGFIELD	IL	62703
BAJCO ILLINOIS , LLC	5429	1514A W SPRINGFIELD RD		TAYLORVILLE	IL	62568
BAJCO ILLINOIS , LLC	4261	2271 WASHINGTON ROAD		WASHINGTON	IL	61571
BAJCO ILLINOIS , LLC	5508	10 W KARSCH BLVD		FARMINGTON	MO	63640
BAJCO ILLINOIS , LLC	287	417 S. FLORISSANT RD		FERGUSON	MO	63135
BAJCO ILLINOIS , LLC	171	8209 NORTH LINDBERGH BOULEVARD		FLORISSANT	MO	63031-7106
BAJCO ILLINOIS , LLC	204	12735 NEW HALLS FERRY ROAD		FLORISSANT	MO	63033-4031
BAJCO ILLINOIS , LLC	3955	204 STEAMBOAT BEND SHPG CTR		HANNIBAL	MO	63401

BAJCO MICHIANA II, LLC	5514	877 W EISENHOWER PKWY		ANN ARBOR	MI	48103
BAJCO MICHIANA II, LLC	1153	533 W. COLUMBIA AVENUE		BATTLE CREEK	MI	49015
BAJCO MICHIANA II, LLC	1202	2153 PLAINFIELD AVENUE NE		GRAND RAPIDS	MI	49505
BAJCO MICHIANA II, LLC	1361	2367 44TH SW		GRAND RAPIDS	MI	49519
BAJCO MICHIANA II, LLC	1402	4236 KALAMAZOO AVE SE		GRAND RAPIDS	MI	49508
BAJCO MICHIANA II, LLC	1975	2452 ALPINE AVENUE, NW		GRAND RAPIDS	MI	49544
BAJCO MICHIANA II, LLC	1569	280 NORTH RIVER AVENUE		HOLLAND	MI	49424
BAJCO MICHIANA II, LLC	797	929 NORTH WEST AVENUE		JACKSON	MI	49202-3268
BAJCO MICHIANA II, LLC	598	3322 STADIUM DRIVE		KALAMAZOO	MI	49008
BAJCO MICHIANA II, LLC	5484	5865 W US HIGHWAY 10		LUDINGTON	MI	49431
BAJCO MICHIANA II, LLC	786	1771 EAST APPLE AVENUE		MUSKEGON	MI	49442-4242
BAJCO MICHIANA II, LLC	1890	1991 SOUTH 11TH STREET		NILES	MI	49120
BAJCO MICHIANA II, LLC	1284	2003 WEST CENTRE AVENUE		PORTAGE	MI	49024-4815
BAJCO MICHIANA II, LLC	5507	359 BROADWAY ST		SOUTH HAVEN	MI	49090
BAJCO MICHIANA II, LLC	5280	4068 RED ARROW HWY		ST JOSEPH	MI	49085
BAJCO MICHIANA II, LLC	5441	2872B WASHTENAW AVE		YPSILANTI	MI	48197
BAJCO MICHIANA III, LLC	895	5028 NORTH 2ND STREET SUITE B		LOVES PARK	IL	61111
BAJCO MICHIANA III, LLC	1425	4011 N MULFORD ROAD		LOVES PARK	IL	61114
BAJCO MICHIANA III, LLC	828	1501 SOUTH ALPINE ROAD		ROCKFORD	IL	61108-6245
BAJCO MICHIANA III, LLC	1668	326 BLACKHAWK BLVD.		S. BELOIT	IL	61080
BAJCO MICHIANA III, LLC	58	2040 SOUTH SCATTERFIELD ROAD, SUITE C		ANDERSON	IN	46016-5752
BAJCO MICHIANA III, LLC	1119	187 EAST SOUTH BOULEVARD		CRAWFORDSVILLE	IN	47933-3842
BAJCO MICHIANA III, LLC	127	515 SOUTH REED ROAD		KOKOMO	IN	46901
BAJCO MICHIANA III, LLC	2590	2330 WEST SYCAMORE ST		KOKOMO	IN	46901
BAJCO MICHIANA III, LLC	156	2404 GREENBUSH ROAD		LAFAYETTE	IN	47904
BAJCO MICHIANA III, LLC	1645	109 BECK LANE #114		LAFAYETTE	IN	47909
BAJCO MICHIANA III, LLC	1084	1702 E MARKET ST		LOGANSPORT	IN	46947-3230
BAJCO MICHIANA III, LLC	297	826 NORTH BALDWIN AVENUE		MARION	IN	46952-2542
BAJCO MICHIANA III, LLC	59	2714 NORTH WHEELING AVENUE		MUNCIE	IN	47303-1646
BAJCO MICHIANA III, LLC	1210	2123 SOUTH MADISON STREET, SUITE B		MUNCIE	IN	47302-4062
BAJCO MICHIANA III, LLC	4381	2 SHERWOOD SQUARE	HIGHWAY 24	PERU	IN	46970
BAJCO MICHIANA III, LLC	57	1505 MITCH DANIELS BLVD STE 100		WEST LAFAYETTE	IN	47906
BAJCO MICHIANA IV, LLC	4120	709 PLAZA DRIVE	UNIT #3	CHESTERTON	IN	46304
BAJCO MICHIANA IV, LLC	2365	219 N MAIN STREET STE B		CROWN POINT	IN	46307
BAJCO MICHIANA IV, LLC	825	7244 INDIANAPOLIS BLVD		HAMMOND	IN	46324
BAJCO MICHIANA IV, LLC	799	206 PINE LAKE AVE		LA PORTE	IN	46350
BAJCO MICHIANA IV, LLC	1135	3200 CENTRAL AVENUE		LAKE STATION	IN	46405-2212
BAJCO MICHIANA IV, LLC	1088	6126 BROADWAY		MERRILLVILLE	IN	46410
BAJCO MICHIANA IV, LLC	733	3229 FRANKLIN STREET		MICHIGAN CITY	IN	46360
BAJCO MICHIANA IV, LLC	1368	8241-A HOHMAN AVENUE		MUNSTER	IN	46321
BAJCO MICHIANA IV, LLC	2268	1505 US HIGHWAY 41, SUITE A-10		SCHEREVILLE	IN	46375-1322
BAJCO MICHIANA IV, LLC	603	123 LINCOLNWAY		VALPARAISO	IN	46383
BAJCO MICHIANA V, LLC	3913	1222 EAST UNIVERSITY DRIVE		GRANGER	IN	46530
BAJCO MICHIANA V, LLC	900	338 N BITTERSWEET RD		MISHAWAKA	IN	46544-4217
BAJCO MICHIANA V, LLC	101	1318 NORTH IRONWOOD		SOUTH BEND	IN	46615
BAJCO MICHIANA V, LLC	217	1811 SOUTH IRONWOOD DRIVE		SOUTH BEND	IN	46613
BAJCO MICHIANA V, LLC	585	3903 PORTAGE AVE SUITE E		SOUTH BEND	IN	46628
BAJCO MICHIANA V, LLC	3031	928 S. MAYFLOWER ROAD		SOUTH BEND	IN	46619
BAJCO MICHIANA, LLC	5248	1980 N MAIN ST		BLUFFTON	IN	46714
BAJCO MICHIANA, LLC	570	1532-C CASSOPOLIS STREET		ELKHART	IN	46514
BAJCO MICHIANA, LLC	203	2616 MAPLECREST ROAD		FORT WAYNE	IN	46815
BAJCO MICHIANA, LLC	243	5626 COLDWATER ROAD		FORT WAYNE	IN	46825-5451
BAJCO MICHIANA, LLC	515	6415 W. JEFFERSON BLVD.		FORT WAYNE	IN	46804
BAJCO MICHIANA, LLC	764	6233 BLUFFTON ROAD		FORT WAYNE	IN	46809

BAJCO MICHIANA, LLC	818	1575-B GOSHEN AVENUE		FORT WAYNE	IN	46808
BAJCO MICHIANA, LLC	5012	5119 E. DUPONT ROAD		FORT WAYNE	IN	46825
BAJCO MICHIANA, LLC	5201	1505 W DUPONT RD		FORT WAYNE	IN	46825
BAJCO MICHIANA, LLC	631	301 NORTH MAIN STREET		GOSHEN	IN	46528-2825
BAJCO MICHIANA, LLC	2221	4024 ELKHART ROAD	SUITE 17	GOSHEN	IN	46526
BAJCO MICHIANA, LLC	748	2084 NORTH JEFFERSON STREET		HUNTINGTON	IN	46750
BAJCO MICHIANA, LLC	1942	944 LINCOLN HWY WEST		NEW HAVEN	IN	46774
BAJCO NORTH, LLC	5411	2102 METCALF DR UNIT 1		ASHTABULA	OH	44004
BAJCO NORTH, LLC	3569	1502 SOUTH RACCOON ROAD STE. 3		AUSTINTOWN	OH	44515
BAJCO NORTH, LLC	5186	4500 BOARDMAN-CANFIELD RD	SUITE 1	CANFIELD	OH	44406
BAJCO NORTH, LLC	956	404 VIENNA AVENUE		NILES	OH	44446-2636
BAJCO NORTH, LLC	604	1307 BOARDMAN POLAND ROAD		POLAND	OH	44514-1935
BAJCO NORTH, LLC	991	1960 ELM ROAD NE		WARREN	OH	44483
BAJCO NORTH, LLC	1661	3870 PEACH STREET		ERIE	PA	16509-1419
BAJCO NORTH, LLC	2086	1713 EAST 38TH STREET		ERIE	PA	16510-3411
BAJCO NORTH, LLC	5485	18471 SMOCK HWY STE 105		MEADVILLE	PA	16335
BAJCO NORTH, LLC	5480	2813 MARKET ST		WARREN	PA	16365
BAJCO OHIO, LLC	458	425 E WOOSTER STREET		BOWLING GREEN	OH	43402-2927
BAJCO OHIO, LLC	3120	411 W. SECOND STREET		DEFIANCE	OH	43512
BAJCO OHIO, LLC	144	1045 TIFFIN AVENUE		FINDLAY	OH	45840-6203
BAJCO OHIO, LLC	5443	2180 SEAN DR STE 2		FREMONT	OH	43420
BAJCO OHIO, LLC	214	902 NORTH CABLE ROAD, SUITE B		LIMA	OH	45805-1703
BAJCO OHIO, LLC	5504	101 PLANK RD		NORWALK	OH	44857
BAJCO OHIO, LLC	557	3137 W. ALEXIS ROAD		TOLEDO	OH	43613
BAJCO OHIO, LLC	979	2531 KEY ST		TOLEDO	OH	43614
BAJCO OHIO, LLC	2331	4024 N HOLLAND-SYLVANIA ROAD	STE 1	TOLEDO	OH	43623
BAJCO OHIO, LLC	5491	345 TOWNE CENTER BLVD		VAN WERT	OH	45891
BAJCO PHILADELPHIA, LLC	1386	7 KENT TOWNE MARKET		CHESTER	MD	21619
BAJCO PHILADELPHIA, LLC	1511	8223-27 ELLIOTT RD.		EASTON	MD	21601
BAJCO PHILADELPHIA, LLC	2161	190 S CLEVELAND AVE		HAGERSTOWN	MD	21740-5003
BAJCO PHILADELPHIA, LLC	3818	17249 COLE ROAD	CROSSPOINT SHOPPING CENTER	HAGERSTOWN	MD	21740
BAJCO PHILADELPHIA, LLC	1243	119 WEST COLLEGE AVE. STE. C		SALISBURY	MD	21804
BAJCO PHILADELPHIA, LLC	2435	2721 NORTH SALISBURY BOULEVARD		SALISBURY	MD	21801
BAJCO PHILADELPHIA, LLC	1299	706 NORTH 13TH STREET		ALLENTOWN	PA	18102
BAJCO PHILADELPHIA, LLC	964	500 SOUTH HANOVER STREET		CARLISLE	PA	17013
BAJCO PHILADELPHIA, LLC	2308	977 WAYNE AVENUE		CHAMBERSBURG	PA	17201-0909
BAJCO PHILADELPHIA, LLC	4654	857 EAST MAIN STREET	UNIT B	DALLASTOWN	PA	17313
BAJCO PHILADELPHIA, LLC	4069	250 SOUTH CHERRY ALLEY		ELIZABETHTOWN	PA	17022
BAJCO PHILADELPHIA, LLC	2015	705 WEST MAIN STREET		EPHRATA	PA	17522
BAJCO PHILADELPHIA, LLC	2110	44-I NATURAL SPRINGS ROAD	GETTYSBURG MARKETPLACE SHOPPING CENTER	GETTYSBURG	PA	17325
BAJCO PHILADELPHIA, LLC	1844	1083 CARLISLE STREET		HANOVER	PA	17331
BAJCO PHILADELPHIA, LLC	1622	4200 DERRY STREET		HARRISBURG	PA	17111
BAJCO PHILADELPHIA, LLC	2624	5000 LINGLESTOWN ROAD		HARRISBURG	PA	17112-9144
BAJCO PHILADELPHIA, LLC	1951	621 E MAIN STREET	PARK VILLAGE PLAZA	HUMMELSTOWN	PA	17036
BAJCO PHILADELPHIA, LLC	2129	1800 COLUMBIA AVENUE		LANCASTER	PA	17603
BAJCO PHILADELPHIA, LLC	2360	1314 LITITZ PIKE		LANCASTER	PA	17601
BAJCO PHILADELPHIA, LLC	768	650 EAST PENN AVENUE		LEBANON	PA	17042
BAJCO PHILADELPHIA, LLC	795	931 MARKET STREET		LEMOYNE	PA	17043
BAJCO PHILADELPHIA, LLC	4632	1054-B LITITZ PIKE		LITITZ	PA	17543
BAJCO PHILADELPHIA, LLC	1924	4167 GEORGE STREET EXTENDED NORTH		MANCHESTER	PA	17345
BAJCO PHILADELPHIA, LLC	951	1010 WESLEY DR	#7	MECHANICSBURG	PA	17055
BAJCO PHILADELPHIA, LLC	4348	985 FAR HILLS DRIVE		NEW FREEDOM	PA	17349
BAJCO PHILADELPHIA, LLC	2099	2329 N 5TH STREET	POLE BUILDING	READING	PA	19605-3043

BAJCO PHILADELPHIA, LLC	2279	2850 ST. LAWRENCE AVENUE		READING	PA	19606-2232
BAJCO PHILADELPHIA, LLC	2294	2612 PENN AVENUE		READING	PA	19609-1542
BAJCO PHILADELPHIA, LLC	3630	300 S. FAYETTE ST. #105		SHIPPENSBURG	PA	17257
BAJCO PHILADELPHIA, LLC	899	2531 MACARTHUR ROAD		WHITEHALL	PA	18052
BAJCO PHILADELPHIA, LLC	2840	1100 WASHINGTON BOULEVARD		WILLIAMSPORT	PA	17701-5448
BAJCO PHILADELPHIA, LLC	1608	901 S QUEEN STREET		YORK	PA	17403
BAJCO PHILADELPHIA, LLC	1657	3000 EAST MARKET STREET		YORK	PA	17402
BAJCO PHILADELPHIA, LLC	1959	2148-A WHITE STREET		YORK	PA	17404
BAJCO WISCONSIN, LLC	962	902 WEST NORTHLAND AVENUE		APPLETON	WI	54914-1421
BAJCO WISCONSIN, LLC	3695	4055 E CALUMET ST		APPLETON	WI	54915
BAJCO WISCONSIN, LLC	5521	820 PARK AVE		BEAVER DAM	WI	53916
BAJCO WISCONSIN, LLC	3889	7979 N. SHERMAN BLVD.	SUITE 24	BROWN DEER	WI	53209
BAJCO WISCONSIN, LLC	1655	807 MAIN AVE, SUITE 809		DE PERE	WI	54115-1334
BAJCO WISCONSIN, LLC	4678	807 MAIN AVE		DE PERE	WI	54115
BAJCO WISCONSIN, LLC	4831	913 SOUTH HASTINGS WAY		EAU CLAIRE	WI	54701
BAJCO WISCONSIN, LLC	4128	459 WEST JOHNSON STREET		FOND DU LAC	WI	54935
BAJCO WISCONSIN, LLC	5328	7700 S LOVERS LANE RD STE 110		FRANKLIN	WI	53132
BAJCO WISCONSIN, LLC	1008	1111 PACKERLAND ROAD		GREEN BAY	WI	54304-1333
BAJCO WISCONSIN, LLC	1499	1930 EAST MASON STREET		GREEN BAY	WI	54302-3923
BAJCO WISCONSIN, LLC	5327	3067 VILLAGE SQUARE DR		HARTLAND	WI	53029
BAJCO WISCONSIN, LLC	1267	401 N PARKER DRIVE		JANESVILLE	WI	53545
BAJCO WISCONSIN, LLC	2739	2304 18TH STREET		KENOSHA	WI	53140-1488
BAJCO WISCONSIN, LLC	1237	515 UNIVERSITY AVENUE		MADISON	WI	53703
BAJCO WISCONSIN, LLC	1388	2604 EAST WASHINGTON AVENUE		MADISON	WI	53704-5026
BAJCO WISCONSIN, LLC	2334	3179 MAPLE GROVE DR		MADISON	WI	53719-5011
BAJCO WISCONSIN, LLC	5208	3810 CALUMET AVE STE 1		MANITOWOC	WI	54220
BAJCO WISCONSIN, LLC	3901	N80 W 14910 APPLETON AVE		MENOMONEE FALLS	WI	53051
BAJCO WISCONSIN, LLC	5460	503 BROADWAY ST S STE 70		MENOMONIE	WI	54751
BAJCO WISCONSIN, LLC	857	3305 OAKLAND AVE		MILWAUKEE	WI	53211
BAJCO WISCONSIN, LLC	2333	3264 SOUTH 27TH STREET		MILWAUKEE	WI	52215
BAJCO WISCONSIN, LLC	3143	1611 WEST WELLS STREET	(MARQUETTE UNIVERSITY)	MILWAUKEE	WI	53233
BAJCO WISCONSIN, LLC	5395	6514 MONONA DR		MONONA	WI	53716
BAJCO WISCONSIN, LLC	5368	6035 DURAND AVE STE F		MOUNT PLEASANT	WI	53406
BAJCO WISCONSIN, LLC	5325	S74W 17090 JANESVILLE RD		MUSKEGO	WI	53150
BAJCO WISCONSIN, LLC	2418	8645 SOUTH HOWELL AVENUE		OAK CREEK	WI	53154
BAJCO WISCONSIN, LLC	1225	150 WISCONSIN STREET		OSHKOSH	WI	54901-3561
BAJCO WISCONSIN, LLC	5329	5121 DOUGLAS AVE STE 11		RACINE	WI	53402
BAJCO WISCONSIN, LLC	1570	2632 CALUMET STREET		SHEBOYGAN	WI	53083-3833
BAJCO WISCONSIN, LLC	4902	101 DIVISION ST		STEVENS POINT	WI	54481
BAJCO WISCONSIN, LLC	5274	2681 WINDSOR ST		SUN PRAIRIE	WI	53590-9825
BAJCO WISCONSIN, LLC	5326	W249N5245 EXECUTIVE DR STE 204		SUSSEX	WI	53089
BAJCO WISCONSIN, LLC	2157	207 EAST SUNSET DRIVE		WAUKESHA	WI	53189
BAJCO WISCONSIN, LLC	5187	221 STEWART AVE STE A		WAUSAU	WI	54401
BAJCO WISCONSIN, LLC	2332	11504 WEST NORTH AVENUE		WAUWATOSA	WI	53226-2128
BAJCO WISCONSIN, LLC	2336	7520 WEST GREENFIELD AVENUE		WEST ALLIS	WI	53214
BAJCO WISCONSIN, LLC	5324	1019 S MAIN ST STE E		WEST BEND	WI	53095
BAJCO WISCONSIN, LLC	5497	631 8TH ST S		WISCONSIN RAPIDS	WI	54494
BAJCO, LLC	155	443 EAST STATE STREET		ATHENS	OH	45701-1844
BAJCO, LLC	693	605 SOUTHGATE PARKWAY		CAMBRIDGE	OH	43725-2967
BAJCO, LLC	2906	16761 SAINT CLAIR AVENUE, SUITE E		EAST LIVERPOOL	OH	43920-9400
BAJCO, LLC	327	246 PIKE STREET		MARIETTA	OH	45750-3322
BAJCO, LLC	2933	1015 E. STATE STREET		SALEM	OH	44460-2227
BAJCO, LLC	2588	978 FOXCROFT AVE		MARTINSBURG	WV	25401
BAJCO, LLC	326	2100 CAMDEN AVENUE		PARKERSBURG	WV	26101

BAJCO, LLC	1254	4421 EMERSON AVE	#107	PARKERSBURG	WV	26104
BAJCO, LLC	881	4052 WASHINGTON ST		WEIRTON	WV	26062
BAM-BAM PIZZA, INC.	486	1716 S. ORANGE BLOSSOM TRAIL		APOPKA	FL	32703
BAM-BAM PIZZA, INC.	3517	997 WEST ORANGE BLOSSOM TRAIL #24		APOPKA	FL	32712
BAM-BAM PIZZA, INC.	5180	3050 W KELLY PARK RD STE 1		APOPKA	FL	32712-5193
BAM-BAM PIZZA, INC.	923	1495 EAST STATE ROAD 50	UNIT B	CLERMONT	FL	34711
BAM-BAM PIZZA, INC.	924	17445 US HIGHWAY 192, SUITE #16		CLERMONT	FL	34714-7016
BAM-BAM PIZZA, INC.	5364	4420 S HIGHWAY 27 STE 4		CLERMONT	FL	34711
BAM-BAM PIZZA, INC.	922	2008 N FLAMINGO ROAD		COOPER CITY	FL	33028
BAM-BAM PIZZA, INC.	483	10344 WEST SAMPLE ROAD		CORAL SPRINGS	FL	33065
BAM-BAM PIZZA, INC.	5412	5880 WILES RD		CORAL SPRINGS	FL	33067
BAM-BAM PIZZA, INC.	3582	7760 LAKE WILSON RD.		DAVENPORT	FL	33896
BAM-BAM PIZZA, INC.	5159	1150 CHAMPIONS DRIVE	CHAMPIONS CROSSING	DAVENPORT	FL	33897
BAM-BAM PIZZA, INC.	496	4309 HOLLYWOOD BLVD.		HOLLYWOOD	FL	33021
BAM-BAM PIZZA, INC.	913	2815 WEST VINE STREET		KISSIMMEE	FL	34741
BAM-BAM PIZZA, INC.	917	2609 SIMPSON RD		KISSIMMEE	FL	34744-4112
BAM-BAM PIZZA, INC.	919	5345 WEST IRLO BRONSON HIGHWAY, SUITE A1		KISSIMMEE	FL	34746-4711
BAM-BAM PIZZA, INC.	3675	3767 PLEASANT HILL RD. #108		KISSIMMEE	FL	34746
BAM-BAM PIZZA, INC.	5365	4736 MARIGOLD AVE		KISSIMMEE	FL	34758
BAM-BAM PIZZA, INC.	479	4994 WEST ATLANTIC BLVD.		MARGATE	FL	33063
BAM-BAM PIZZA, INC.	5158	1683 N. HANCOCK ROAD #105		MINNEOLA	FL	34715
BAM-BAM PIZZA, INC.	4767	14603 MIRAMAR PARKWAY		MIRAMAR	FL	33027
BAM-BAM PIZZA, INC.	270	10959 W COLONIAL DR STE 10		OCOEE	FL	34761
BAM-BAM PIZZA, INC.	5219	10700 CLARCONA OCOEE RD STE 110		OCOEE	FL	32703
BAM-BAM PIZZA, INC.	258	4401 CURRY FORD ROAD		ORLANDO	FL	32812
BAM-BAM PIZZA, INC.	263	2820 EDGEWATER DR		ORLANDO	FL	32804
BAM-BAM PIZZA, INC.	264	6310 WEST COLONIAL DRIVE		ORLANDO	FL	32818-7803
BAM-BAM PIZZA, INC.	470	12429 S ORANGE BLOSSOM TRL		ORLANDO	FL	32837
BAM-BAM PIZZA, INC.	918	5922 TURKEY LAKE ROAD		ORLANDO	FL	32819-4217
BAM-BAM PIZZA, INC.	2882	11989 SOUTH APOPKA VINELAND ROAD, SUITE B6		ORLANDO	FL	32836-7025
BAM-BAM PIZZA, INC.	3447	10727 NARCOOSSEE RD.		ORLANDO	FL	32832
BAM-BAM PIZZA, INC.	5136	5336 CENTRAL FLORDIA PARKWAY		ORLANDO	FL	32821
BAM-BAM PIZZA, INC.	5510	18 N DOLLINS AVE		ORLANDO	FL	32805
BAM-BAM PIZZA, INC.	478	2080 NORTH UNIVERSITY DRIVE		PEMBROKE PINES	FL	33024
BAM-BAM PIZZA, INC.	2675	17535 PINES BOULEVARD		PEMBROKE PINES	FL	33029-1512
BAM-BAM PIZZA, INC.	915	7811 WEST SUNRISE BOULEVARD		PLANTATION	FL	33322-4112
BAM-BAM PIZZA, INC.	927	1451 SOUTH UNIVERSITY DRIVE		PLANTATION	FL	33324
BAM-BAM PIZZA, INC.	910	8747 WEST WATERS AVENUE		TAMPA	FL	33615-1729
BAM-BAM PIZZA, INC.	911	5130 S DALE MABRY HWY	STE 103	TAMPA	FL	33611-2608
BAM-BAM PIZZA, INC.	916	9340 NORTH FLORIDA AVENUE		TAMPA	FL	33612
BAM-BAM PIZZA, INC.	920	14861 NORTH DALE MABRY HIGHWAY		TAMPA	FL	33618-2027
BAM-BAM PIZZA, INC.	925	4231 GUNN HIGHWAY		TAMPA	FL	33618
BAM-BAM PIZZA, INC.	926	17631 BRUCE B DOWNS BOULEVARD, SUITE C		TAMPA	FL	33647-3223
BAM-BAM PIZZA, INC.	1359	3425 WEST KENNEDY BOULEVARD		TAMPA	FL	33609-2905
BAM-BAM PIZZA, INC.	2674	14917 BRUCE B DOWNS BOULEVARD		TAMPA	FL	33613-2860
BAM-BAM PIZZA, INC.	2676	7891 GUNN HIGHWAY		TAMPA	FL	33626-1611
BAM-BAM PIZZA, INC.	4163	512 EAST HILLSBOROUGH AVE		TAMPA	FL	33604-7402
BAM-BAM PIZZA, INC.	912	9307 NORTH 56TH STREET		TEMPLE TERRACE	FL	33617-5533
BAM-BAM PIZZA, INC.	3560	7315 WINTER GARDEN VINELAND RD UNIT A117		WINDERMERE	FL	34786
BAM-BAM PIZZA, INC.	5160	9245 MILEY DRIVE #100		WINTER GARDEN	FL	34787
BAM-BAM PIZZA, INC.	5483	16123 MARSH RD #102		WINTER GARDEN	FL	34787
BANO FOOD HOLDINGS LLC	5198	294 HWY 515 WEST		BLAIRSVILLE	GA	30512
BANO FOOD HOLDINGS LLC	5112	2800 SCENIC DRIVE	Suite 7	BLUE RIDGE	GA	30513
BANO FOOD HOLDINGS LLC	5311	809 N MAIN ST		LAFAYETTE	GA	30728

BANO FOOD HOLDINGS LLC	5288	9741 ROME BLVD STE A		SUMMERVILLE	GA	30747
BARRIOS FOODS, INC.	3337	2816 S. 4TH AVE., STE. F		YUMA	AZ	85364
BARRIOS FOODS, INC.	4642	11181 E. SOUTH FRONTAGE RD.	UNIT B	YUMA	AZ	85367
BARRIOS FOODS, INC.	4272	1051 IMPERIAL	STE A	EL CENTRO	CA	92243
BARRIOS FOODS, INC.	1636	22335 EL TORO RD.		LAKE FOREST	CA	92630
BARRIOS FOODS, INC.	3995	802 AVENIDA PICO #P		SAN CLEMENTE	CA	92673
BARRIOS FOODS, INC.	1979	12467 RANCHO BERNARDO ROAD, SUITE S11		SAN DIEGO	CA	92128-2143
BB&L HOLDINGS, LLC	3081	146 E. RICH BLVD.		ELIZABETH CITY	NC	27909
BB&L HOLDINGS, LLC	3213	3809 N. CROATAN HWY., UNIT B		KITTY HAWK	NC	27949
BB&L HOLDINGS, LLC	3410	1809 S. CHURCH ST.	STE. 306	SMITHFIELD	VA	23430
BEACHWOOD CAPITAL CORPORATION	1977	1085 3RD AVENUE, SUITE 87		CHULA VISTA	CA	91911-2008
BEACHWOOD CAPITAL CORPORATION	1978	1020 TIERRA DEL REY, SUITE E		CHULA VISTA	CA	91910-7873
BEACHWOOD CAPITAL CORPORATION	1597	1201 EAST MAIN STREET		EL CAJON	CA	92021-7245
BEACHWOOD CAPITAL CORPORATION	1336	245 WEST EL NORTE PARKWAY, SUITE F		ESCONDIDO	CA	92026-2528
BEACHWOOD CAPITAL CORPORATION	1335	1130 EAST PLAZA BOULEVARD, SUITE 101-A		NATIONAL CITY	CA	91950-3528
BEACHWOOD CAPITAL CORPORATION	1599	4225 OCEANSIDE BOULEVARD, SUITE C		OCEANSIDE	CA	92056-3473
BEACHWOOD CAPITAL CORPORATION	1976	1710 OCEANSIDE BOULEVARD		OCEANSIDE	CA	92054-3454
BEACHWOOD CAPITAL CORPORATION	1334	1280 UNIVERSITY AVENUE		SAN DIEGO	CA	92103-3312
BEACHWOOD CAPITAL CORPORATION	1338	6925 EL CAJON BOULEVARD		SAN DIEGO	CA	92115-1754
BEACHWOOD CAPITAL CORPORATION	1339	688 HOLLISTER STREET, SUITE C		SAN DIEGO	CA	92154-4701
BEACHWOOD CAPITAL CORPORATION	1598	8665 NAVAJO ROAD		SAN DIEGO	CA	92119-2003
BEACHWOOD CAPITAL CORPORATION	2256	12650 SABRE SPRINGS PARKWAY, SUITE 206		SAN DIEGO	CA	92128-4114
BEACHWOOD CAPITAL CORPORATION	2342	4089 GENESEE AVENUE		SAN DIEGO	CA	92111-3017
BEACHWOOD CAPITAL CORPORATION	2928	3737 MURPHY CANYON ROAD, SUITE E		SAN DIEGO	CA	92123-4454
BEACHWOOD CAPITAL CORPORATION	3390	1001 BROADWAY		SAN DIEGO	CA	92101
BEACHWOOD CAPITAL CORPORATION	4398	7708 REGENTS ROAD, SUITE A		SAN DIEGO	CA	92122
BEACHWOOD CAPITAL CORPORATION	3302	407 N. TWIN OAKS VALLEY RD. STE. 100		SAN MARCOS	CA	92069
BEAR PJ LLC	1324	1162 PULASKI HIGHWAY		BEAR	DE	19701-1306
BECHTELSVILLE PJ LLC	3074	828B ROUTE 100 NORTH		BECHTELSVILLE	PA	19505
BELLA PIZZA LLC	4793	1306 LAKEWAY DR		BELLINGHAM	WA	98229
BENSALEM PJ LLC	2641	2747 STREET ROAD		BENSALEM	PA	19020-2810
BERWYN PJ LLC	3367	555 OLD LANCASTER AVE.	SUITE A	BERWYN	PA	19312
BETTER BETTER PIZZA, LLC	4737	165 1ST AVE EAST		SHAKOPEE	MN	55379
BETTER INGREDIENTS LLC	2876	555 SOUTH WOODRUFF AVENUE		IDAHO FALLS	ID	83401-5200
BETTER INGREDIENTS LLC	3724	1024 16TH AVE.		LEWISTON	ID	83501
BETTER INGREDIENTS LLC	2980	114 SOUTH 5TH AVENUE	SUITE B	POCATELLO	ID	83201
BETTER INGREDIENTS LLC	2394	2710 HARRISON AVENUE		BUTTE	MT	59701-3714
BETTER INGREDIENTS LLC	2526	4311 10TH AVE. S.		GREAT FALLS	MT	59405
BETTER INGREDIENTS LLC	2634	335 E. IDAHO ST		KALISPELL	MT	59901-4134
BETTER PIZZA LLC	4541	NORTHPOINT FOOD COURT	76 WEST 2ND SOUTH STE A	REXBURG	ID	83440
BETTER PIZZA LLC	1945	605 MAIN STREET		BILLINGS	MT	59105
BETTER PIZZA LLC	1947	305 24TH STREET WEST		BILLINGS	MT	59102-4734
BETTER PIZZA LLC	2792	404 NORTH 7TH AVENUE		BOZEMAN	MT	59715-3310
BETTER PIZZA LLC	1946	526 CENTRAL AVENUE WEST		GREAT FALLS	MT	59404
BETTER PIZZA LLC	2393	1302 PROSPECT		HELENA	MT	59601-4524
BETTER PIZZA LLC	3945	3100 BROOKS ST.		MISSOULA	MT	59801-8362
BIG D. OIL CO.	5347	11701 24TH ST		GREELEY	CO	80634
BIG D. OIL CO.	5449	1039 S LINCOLN AVE		LOVELAND	CO	80537
BIG D. OIL CO.	5450	8214 6TH ST		WELLINGTON	CO	80549
BIG D. OIL CO.	4318	BIG D #2 CONVENIENCE STORE	2406 5TH AVE	BELLE FOURCHE	SD	57717
BIG D. OIL CO.	4432	BIG D #11	402 MAIN STREET	DEADWOOD	SD	57732
BIG D. OIL CO.	3581	15003 STURGIS ROAD	ELK CREEK VALLEY MARKET CONOCO (CONVENIENCE STORE)	PIEDMONT	SD	57769
BIG D. OIL CO.	5309	3851 EGLIN ST		RAPID CITY	SD	57703

BIG D. OIL CO.	4623	BIG D #46 TRAVEL PLAZA		STURGIS	SD	57785
BIG D. OIL CO.	5308	3476 E 2ND ST		CASPER	WY	82609
BIG D. OIL CO.	5495	4501 SW WYOMING BLVD		CASPER	WY	82601
BIG D. OIL CO.	5307	4010 WHITNEY RD		CHEYENNE	WY	82001
BIG D. OIL CO.	4477	QUIK SHOP #39	111 N. HIGHWAY 14/16	GILLETTE	WY	82716
BIG D. OIL CO.	5451	302 W LAKEWAY RD		GILLETTE	WY	82718
BIG D. OIL CO.	4777	1561 SNOWY RANGE RD	BIG D CONVENIENCE STORE	LARAMIE	WY	82070
BIG D. OIL CO.	4319	BIG D #18 CONVENIENCE STORE	100 RAMPART DRIVE	WRIGHT	WY	82732
BILL L. DOVER COMPANY, INC.	4757	BUNA TX CONVENIENCE STORE	34911 HWY 96	BUNA	TX	77612
BILL L. DOVER COMPANY, INC.	4758	JASPER TX CONVENIENCE STORE	1056 SOUTH WHEELER	JASPER	TX	75951
BISON PIZZA COMPANY LLC	4911	4006 N. KICKAPOO		SHAWNEE	OK	74804
BOCANEGRA FAMILY PIZZA, INC.	1954	4020 E. 7TH STREET, #B		LONG BEACH	CA	90804
BOOMERANG ENTERPRISES, INC.	4896	52881 NORTH MAIN STREET	MAIN STREET PUB PLAZA	MATTAWAN	MI	49071
BRIGHAM YOUNG UNIVERSITY	4728	BRIGHAM YOUNG UNIVERSITY	2292 WSC	PROVO	UT	84602
BROAD ST PJ LLC	3365	6000 NORTH BROAD		PHILADELPHIA	PA	19141-1900
BROOKHAVEN PJ LLC	5127	4580 EDGMONT AVENUE		BROOKHAVEN	PA	19015
BRUINS PIZZA COMPANY LLC	3522	1910 SE WASHINGTON BLVD.		BARTLESVILLE	OK	74006
BUCKEYE PIZZA LLC	3508	944 S. WATSON RD. #103		BUCKEYE	AZ	85326
BUCKEYE PIZZA LLC	3176	13370 W. VAN BUREN #106		GOODYEAR	AZ	85338
BUCKEYE PIZZA LLC	3536	2403 N. PEBBLE CREEK PKWY STE. 111		GOODYEAR	AZ	85395
BUCKEYE PIZZA LLC	3682	17650 W. ELLIOT RD.	SHOP A STE. 115	GOODYEAR	AZ	85338
BUCKEYE PIZZA LLC	3399	13749 N. LITCHFIELD RD STE 117	THE BOULEVARD AT SURPRISE POINT	SURPRISE	AZ	85379
BUCKEYE PIZZA LLC	4900	16860 W WADDELL RD		SURPRISE	AZ	85388
BUCKSTONE WEST, LLC	2601	360 BONIFACE PARKWAY		ANCHORAGE	AK	99504
BUCKSTONE WEST, LLC	2622	8225 OLD SEWARD HIGHWAY		ANCHORAGE	AK	99518-3300
BUCKSTONE WEST, LLC	3717	700 W NORHERN LIGHTS BLVD		ANCHORAGE	AK	99503
BUCKSTONE WEST, LLC	10155	18600 EAGLE RIVER RD		EAGLE RIVER	AK	99577
BUCKSTONE WEST, LLC	3911	36 COLLEGE ROAD	BENTLEY MALL	FAIRBANKS	AK	99701
BUCKSTONE WEST, LLC	4239	FORT WAINWRIGHT ARMY BASE	BUILDING #3704	FORT WAINWRIGHT	AK	99703
BUCKSTONE WEST, LLC	4735	2092 JORDAN AVENUE	SUITE 550	JUNEAU	AK	99801
BUCKSTONE WEST, LLC	4656	43843 STERLING HIGHWAY		SOLDOTNA	AK	99669
BUCKSTONE WEST, LLC	3661	1451 E PARKS HIGHWAY		WASILLA	AK	99654
BUNCH ENTERPRIZES, LLC	4486	6227 NORTH US HWY 1		PORT SAINT JOHN	FL	32927
C AND R BUSINESS VENTURES, L.L.C.	2744	1656 SOUTH HIGHWAY 92		SIERRA VISTA	AZ	85635-4624
C.H.C. ENTERPRISES, INC.	33	425 US HIGHWAY 231 SOUTH		JASPER	IN	47546-3245
CAIRO, INC.	2299	754 S. 25TH STREET		EASTON	PA	18042
CAROLINA PIZZA GROUP, INC.	1998	999 SOUTH FAYETTEVILLE STREET		ASHEBORO	NC	27203
CAROLINA PIZZA GROUP, INC.	1610	25 TALBERT BOULEVARD		LEXINGTON	NC	27292-4025
CAROLINA PIZZA GROUP, INC.	5254	5746 OLD US HIGHWAY 52 STE A		LEXINGTON	NC	27295
CAROLINA PIZZA GROUP, INC.	2035	2785 CHARLOTTE HIGHWAY, SUITE 28		MOORESVILLE	NC	28117-9510
CAROLINA PIZZA GROUP, INC.	1927	813 RANDOLPH STREET, SUITE D		THOMASVILLE	NC	27360-5714
CASCADE DINING LLC	3015	1403 AUBURN WAY SOUTH	UNIT B	AUBURN	WA	98002
CASCADE DINING LLC	5293	21302 WA-410 STE A		BONNEY LAKE	WA	98391
CASCADE DINING LLC	2612	112 SW 312TH ST.		FEDERAL WAY	WA	98023-4609
CASCADE DINING LLC	5424	RAILROAD AVE	BLDG 3746	FORT LEWIS	WA	98433
CASCADE DINING LLC	2208	8813 EDGEWATER DR SW		LAKEWOOD	WA	98499
CASCADE DINING LLC	2478	101 37TH AVE SE STE. A-1		PUYALLUP	WA	98374
CASCADE DINING LLC	2687	17528 MERIDIAN EAST		PUYALLUP	WA	98375-6250
CASCADE DINING LLC	2325	3411 6TH AVE		TACOMA	WA	98406
CASCADE DINING LLC	2921	7430 PACIFIC AVE.		TACOMA	WA	98408-7117
CASCADE DINING LLC	4405	102 MILITARY RD EAST	SUITE A-2	TACOMA	WA	98445
CAUDILL VENTURES, LLC	4190	120 SHALLOTTE CROSSING PKWY	STE 1	SHALLOTTE	NC	28470
CAUDILL VENTURES, LLC	4014	7495 HIGH MARKET STREET	UNIT 5	SUNSET BEACH	NC	28468
CAUDILL VENTURES, LLC	4217	1619 SOUTH POWELL BLVD.		WHITEVILLE	NC	28472

CAVERN PETRO INC.	5455	5721 FALLBROOKE DR		SALEM	VA	24153
CC PHILADELPHIA PJ LLC	3201	104 S. 40TH STREET	UNIVERSITY OF PENNSYLVANIA	PHILADELPHIA	PA	19104
CHAPTER TWO-PIZZA, LLC	4959	150 G LIBERTY SQUARE SHOPPING CENTER		KENANSVILLE	NC	28349
CHERRY & KERRY LLC	5263	221 S HIGH ST		MOUNT ORAB	OH	45154
CHOCTAW NATION OF OKLAHOMA	4584	CHOCTAW CASINO RESORT	4216 SOUTH HIGHWAY 69/75	DURANT	OK	74701
CHOOSE THE RIGHT PIZZA, LLC	3595	3203 I 70 BUSINESS LOOP STE. A	NEW WEST STATION	CLIFTON	CO	81520
CHOOSE THE RIGHT PIZZA, LLC	1517	1310 NORTH AVENUE		GRAND JUNCTION	CO	81501
CLOVERLEAF MOTEL, INC.	5094	7097 US 31 SOUTH		CALERA	AL	35040
CMT PIZZA L.L.C.	4839	806-C SYMPHONY LANE		TUPELO	MS	38804
COASTAL CITY PIZZA, LLC	357	1616 CAPE CORAL PARKWAY WEST, SUITE #106		CAPE CORAL	FL	33914-6973
COASTAL CITY PIZZA, LLC	358	1338 DEL PRADO BLVD	UNIT 1	CAPE CORAL	FL	33990
COASTAL CITY PIZZA, LLC	5354	1511 NE PINE ISLAND RD STE 150		CAPE CORAL	FL	33909
COASTAL CITY PIZZA, LLC	5388	339 SW 10TH PL UNIT 101		CAPE CORAL	FL	33991
COASTAL CITY PIZZA, LLC	350	3412 CLEVELAND AVENUE		FORT MYERS	FL	33901
COASTAL CITY PIZZA, LLC	353	18990 S TAMIAMI TRL STE 8		FORT MYERS	FL	33908
COASTAL CITY PIZZA, LLC	2305	5999 SOUTH POINTE BLVD	STE 105	FORT MYERS	FL	33919
COASTAL CITY PIZZA, LLC	3472	4901 PALM BEACH BLVD.	STE. 60	FORT MYERS	FL	33905
COASTAL CITY PIZZA, LLC	4116	13650 FIDDLESTICKS BLVD	STE 205	FORT MYERS	FL	33912
COASTAL CITY PIZZA, LLC	2556	1416-1418 LEE BLVD.		LEHIGH ACRES	FL	33936-4850
COASTAL CITY PIZZA, LLC	5355	42050 CYPRESS PKWY UNT 7		PUNTA GORDA	FL	33982
COASTAL PIZZA VENTURES, INC.	4956	1283 NC HWY 210		SNEADS FERRY	NC	28460
CODECO, INC.	1503	4172 CLEMMONS RD		CLEMMONS	NC	27012
CODECO, INC.	3946	124-A FIVE FORKS DRIVE		KING	NC	27021
CODECO, INC.	1800	2033 ROCKFORD STREET		MT. AIRY	NC	27030
CODECO, INC.	139	4968 MARTIN VIEW LANE		WINSTON-SALEM	NC	27104
CODECO, INC.	295	2806 FAIRLAWN DRIVE		WINSTON-SALEM	NC	27106
CODECO, INC.	382	50 MILLER ST STE B		WINSTON-SALEM	NC	27104
CODECO, INC.	2024	1215 CLEMONSVILLE RD		WINSTON-SALEM	NC	27127
CODECO, INC.	2926	341 EAST HANES MILL ROAD		WINSTON-SALEM	NC	27105-9135
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	4674	SOUTHEASTERN UNIVERSITY	LIVING AND LEARNING BUILDING	LAKELAND	FL	33801
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	5509	4103 USF CEDAR CIR		TAMPA	FL	33620
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	3677	459 OUTTAKES FOOD COURT	LSU CAMPUS ON HIGHLAND RD	BATON ROUGE	LA	70803
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	4369	LOUISIANA STATE UNIVERSITY	TAKE 5 FOOD COURT	BATON ROUGE	LA	70803
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	5174	LONG BEACH HIGH SCHOOL	300 E. OLD PASS ROAD	LONG BEACH	MS	39560
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	5496	HIGH POINT ACADEMY	6655 POTTERY RD	SPARTANBURG	SC	29303
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	4762	TENNESSEE TECHNOLOGICAL UNIVERSITY	THE PERCH AT WOMENS QUAD	COOKEVILLE	TN	38505
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	3827	CUMBERLAND UNIVERSITY	ONE CUMBERLAND SQUARE	LEBANON	TN	37087-3408
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	3795	LAMAR UNIVERSITY	4400 MLK BLVD.	BEAUMONT	TX	77710
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	4485	TEXAS STATE UNIVERSITY	301 STUDENT CENTER DRIVE	SAN MARCOS	TX	78666
COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED	4373	SOUTHERN UTAH UNIVERSITY	SHARWAN SMITH STUDENT CENTER	CEDAR CITY	UT	84720
CRESTWOOD PIZZA, INC.	24	6535 W. HWY 22		CRESTWOOD	KY	40014
CRESTWOOD PIZZA, INC.	39	1848 SOUTH HIGHWAY 53		LAGRANGE	KY	40031-8566
CRIMALDI ENTERPRISES, INC.	995	1315 4TH STREET N.W.		NEW PHILADELPHIA	OH	44663
CROCKETT ENTERPRISES, INC.	4821	DAVY CROCKETT TRAVEL CENTER	195 VAN HILL ROAD	GREENEVILLE	TN	37745
DANJOE'S PIZZA, INC.	1228	439 CAMBRIDGE RD		COSHOCTON	OH	43812
DAOUD PIZZA INC	4560	2668 MONTEREY HIGHWAY		SAN JOSE	CA	95111
DASULEEN LLC	5064	2234 BAUER RD.		BATAVIA	OH	45103
DBA PIZZA, LLC	1883	126 DRURY DRIVE		LAPLATA	MD	20646
DCT ENTERPRISES OF OKLAHOMA, INC.	2041	4755 SE 29TH STREET		DEL CITY	OK	73115
DCT ENTERPRISES OF OKLAHOMA, INC.	1329	109 E. SECOND ST.		EDMOND	OK	73034
DCT ENTERPRISES OF OKLAHOMA, INC.	2369	1040 S DOUGLAS BLVD		MIDWEST CITY	OK	73130
DCT ENTERPRISES OF OKLAHOMA, INC.	1291	735 NW 12TH ST		MOORE	OK	73160
DCT ENTERPRISES OF OKLAHOMA, INC.	1544	7011 NORTHWEST EXPRESSWAY		OKLAHOMA CITY	OK	73132
DCT ENTERPRISES OF OKLAHOMA, INC.	1660	10908 N.MAY AVE		OKLAHOMA CITY	OK	73120-6202

DCT ENTERPRISES OF OKLAHOMA, INC.	1894	2204 SOUTHWEST 74TH ST		OKLAHOMA CITY	OK	73159
DCT ENTERPRISES OF OKLAHOMA, INC.	1989	2129 23RD STREET NW		OKLAHOMA CITY	OK	73107
DCT ENTERPRISES OF OKLAHOMA, INC.	1833	3627 N MAC ARTHUR BLVD		WARR ACRES	OK	73122
DCT ENTERPRISES OF OKLAHOMA, INC.	2829	107 EAST VANDAMENT AVENUE		YUKON	OK	73099-4706
DCT GASC, LLC	4537	103 MINUS AVE		GARDEN CITY	GA	31408
DCT JESUP, LLC	4930	410 WEST CHERRY STREET		JESUP	GA	31545
DCT LAWRENCE LLC	969	918 MISSISSIPPI ST.		LAWRENCE	KS	66044
DCT OHIO, LLC	130	1314 BETHEL ROAD		COLUMBUS	OH	43220
DCT OHIO, LLC	131	3691 SULLIVANT AVE		COLUMBUS	OH	43228
DCT OHIO, LLC	220	4409 N HIGH ST		COLUMBUS	OH	43214
DCT OHIO, LLC	221	2906 E. MAIN STREET		COLUMBUS	OH	43209
DCT OHIO, LLC	361	7430 SAWMILL ROAD		COLUMBUS	OH	43235
DCT OHIO, LLC	362	998 WEST FIFTH AVENUE		COLUMBUS	OH	43212
DCT OHIO, LLC	363	1721 S HIGH ST		COLUMBUS	OH	43207
DCT OHIO, LLC	566	4683 MORSE RD.		COLUMBUS	OH	43230
DCT OHIO, LLC	624	1692 MORSE ROAD		COLUMBUS	OH	43229
DCT OHIO, LLC	2890	4960 WEST BROAD STREET		COLUMBUS	OH	43228-1604
DCT OHIO, LLC	4627	3876 MORSE ROAD		COLUMBUS	OH	43219-3014
DCT OHIO, LLC	5367	1144 WILLIAMS RD		COLUMBUS	OH	43207
DCT OHIO, LLC	360	108 SOUTH SANDUSKY		DELAWARE	OH	43015
DCT OHIO, LLC	3372	7172 MUIRFIELD DRIVE		DUBLIN	OH	43017
DCT OHIO, LLC	2684	2354 STRINGTOWN RD		GROVE CITY	OH	43123-3927
DCT OHIO, LLC	625	566 HEBRON ROAD		HEATH	OH	43056
DCT OHIO, LLC	811	3644 MAIN STREET		HILLIARD	OH	43026
DCT OHIO, LLC	286	728 NORTH MEMORIAL DRIVE		LANCASTER	OH	43130
DCT OHIO, LLC	802	201 S MAIN ST		MANSFIELD	OH	44902
DCT OHIO, LLC	626	254 EAST CENTER STREET		MARION	OH	43302
DCT OHIO, LLC	4031	1201 HILL RD. NORTH		PICKERINGTON	OH	43147
DCT OHIO, LLC	4297	8730 MORELAND DRIVE	STE A	POWELL	OH	43065
DCT OHIO, LLC	1264	7061 E MAIN ST		REYNOLDSBURG	OH	43068
DCT OHIO, LLC	567	503 SOUTH STATE STREET		WESTERVILLE	OH	43081
DCT OHIO, LLC	2685	8304 SANCUS BOULEVARD		WESTERVILLE	OH	43081-7507
DCT OHIO, LLC	4708	760 NORTH STATE STREET		WESTERVILLE	OH	43082
DCT SAVANNAH LLC	459	553 WEST OGLETHORPE HWY		HINESVILLE	GA	31313
DCT SAVANNAH LLC	3394	950 - D MORGANS CORNER ROAD		POOLER	GA	31322
DCT SAVANNAH LLC	637	11613 ABERCORN STREET		SAVANNAH	GA	31419
DCT SAVANNAH LLC	781	2119 EAST VICTORY DRIVE		SAVANNAH	GA	31404
DCT SAVANNAH LLC	880	444 JOHNNY MERCER BLVD.	SUITE K	SAVANNAH	GA	31410
DCT SAVANNAH LLC	1182	7401 SKIDAWAY ROAD		SAVANNAH	GA	31406
DCT SAVANNAH LLC	374	620 FAIR ROAD		STATESBORO	GA	30458
DCT SAVANNAH LLC	2927	80 BAYLOR DRIVE STE 103	BLUFFTON COMMONS	BLUFFTON	SC	29910
DCT SAVANNAH LLC	1290	24 PALMETTO BAY ROAD		HILTON HEAD ISLAND	SC	29928
DCT SCGA, LLC	4222	9701 FORD AVE	SUITE 102	RICHMOND HILL	GA	31324
DCT SCGA, LLC	4172	586 SOUTH COLUMBIA AVENUE	UNIT #7	RINCON	GA	31326
DCT TEXAS II, LLC	1141	5310 E. SAM HOUSTON PARKWAY NORTH STE. L		HOUSTON	TX	77015
DCT TEXAS II, LLC	2327	850 F.M. 1960 ROAD WEST	SUITE J-2	HOUSTON	TX	77090
DCT TEXAS II, LLC	3660	10741 N. FREEWAY		HOUSTON	TX	77037
DCT TEXAS II, LLC	2749	239 FM 1960 BYPASS RD E		HUMBLE	TX	77338
DCT TEXAS II, LLC	3897	18640 FM 1488 STE C		MAGNOLIA	TX	77354
DCT TEXAS II, LLC	3689	20875 FM 1485 G		NEW CANEY	TX	77357
DCT TEXAS LLC	1293	4605 GARTH RD		BAYTOWN	TX	77521
DCT TEXAS LLC	1615	1741 UNIVERSITY DR. E.		COLLEGE STATION	TX	77840-2662
DCT TEXAS LLC	2870	1740 ROCK PRAIRIE ROAD		COLLEGE STATION	TX	77845-5900
DCT TEXAS LLC	587	1201 A LOOP 336 WEST		CONROE	TX	77301

DCT TEXAS LLC	5163	10161 SH 242		CONROE	TX	77385
DCT TEXAS LLC	2013	13050 LOUETTA ROAD, SUITE 200		CYPRESS	TX	77429
DCT TEXAS LLC	3596	26281 NW FREEWAY #250		CYPRESS	TX	77429
DCT TEXAS LLC	4574	7014 FRY ROAD #112		CYPRESS	TX	77433
DCT TEXAS LLC	946	4138 CENTER ST		DEER PARK	TX	77536
DCT TEXAS LLC	3693	2251 FM 646		DICKINSON	TX	77539
DCT TEXAS LLC	1239	210 EAST PARKWOOD, SUITE A		FRIENDSWOOD	TX	77546
DCT TEXAS LLC	5437	8525 FM 359 STE 102		FULSHEAR	TX	77441
DCT TEXAS LLC	1567	6600 SEAWALL BLVD		GALVESTON	TX	77551
DCT TEXAS LLC	614	3040 FM 1960 EAST	SUITE 125	HOUSTON	TX	77073
DCT TEXAS LLC	649	4857 FM 1960 RD WEST		HOUSTON	TX	77069
DCT TEXAS LLC	695	9718 HILLCROFT		HOUSTON	TX	77096
DCT TEXAS LLC	742	6455 WEST 43RD STREET		HOUSTON	TX	77092
DCT TEXAS LLC	803	7700 HWY 6 N	STE 102	HOUSTON	TX	77095
DCT TEXAS LLC	885	2838 HIGHWAY 6 SOUTH, SUITE D		HOUSTON	TX	77082-1708
DCT TEXAS LLC	990	12120 JONES ROAD		HOUSTON	TX	77070
DCT TEXAS LLC	1259	1420 W 11TH ST	AT DURHAM	HOUSTON	TX	77008
DCT TEXAS LLC	1364	9110 JONES ROAD # 133		HOUSTON	TX	77065
DCT TEXAS LLC	1379	1002 BAY AREA BLVD		HOUSTON	TX	77058
DCT TEXAS LLC	1817	10665 FUQUA STREET		HOUSTON	TX	77089
DCT TEXAS LLC	1995	12500 BRIAR FOREST DRIVE		HOUSTON	TX	77077
DCT TEXAS LLC	2142	2620 S. SHEPHERD DRIVE, SUITE B		HOUSTON	TX	77098
DCT TEXAS LLC	2780	8200 S MAIN ST. STE. 200		HOUSTON	TX	77025
DCT TEXAS LLC	4828	13055 W. LAKE HOUSTON PKWY	SHOPS AT SUMMERWOOD	HOUSTON	TX	77044-5391
DCT TEXAS LLC	1860	7591 FM 1960 RD E		HUMBLE	TX	77346
DCT TEXAS LLC	1606	2128 SOUTH SAM HOUSTON AVENUE		HUNTSVILLE	TX	77340
DCT TEXAS LLC	791	1514 S. MASON RD		KATY	TX	77450
DCT TEXAS LLC	1824	3719 N FRY ROAD STE A		KATY	TX	77449
DCT TEXAS LLC	3415	9727 SPRING GREEN BLVD	SUITE 800	KATY	TX	77494
DCT TEXAS LLC	3649	455 KATY FT. BEND RD. STE 400		KATY	TX	77494
DCT TEXAS LLC	870	2855 W LAKE HOUSTON PKY	SPACE 109	KINGWOOD	TX	77339
DCT TEXAS LLC	1902	210 -A WEST FAIRMONT PARKWAY		LA PORTE	TX	77571
DCT TEXAS LLC	1587	121 HIGHWAY 332 WEST, SUITE I		LAKE JACKSON	TX	77566-4099
DCT TEXAS LLC	1552	2800 MARINA BAY DRIVE, SUITE D		LEAGUE CITY	TX	77573-2762
DCT TEXAS LLC	3409	6313 FM 1488 RD STE. G		MAGNOLIA	TX	77354
DCT TEXAS LLC	2082	6262 HIGHWAY 6 SOUTH		MISSOURI CITY	TX	77459
DCT TEXAS LLC	5113	4340 SIENNA PKWY #112		MISSOURI CITY	TX	77459
DCT TEXAS LLC	5183	13520 LAKES OF CHAMPIONS BLVD		MONT BELVIEU	TX	77523
DCT TEXAS LLC	3576	18442 HIGHWAY 105 WEST		MONTOGOMERY	TX	77356
DCT TEXAS LLC	1588	3405 BROADWAY ST		PEARLAND	TX	77581
DCT TEXAS LLC	2919	10223 BROADWAY STREET, SUITE S		PEARLAND	TX	77584-7880
DCT TEXAS LLC	2196	7770 W GRAND PRKWY S. STE C		RICHMOND	TX	77406
DCT TEXAS LLC	1861	8000 RESEARCH FORREST DRIVE #105		SPRING	TX	77382
DCT TEXAS LLC	2629	8312 LOUETTA RD		SPRING	TX	77379-6734
DCT TEXAS LLC	2946	21187 KUYKENDAHL ROAD		SPRING	TX	77379
DCT TEXAS LLC	4657	2725 RAYFORD RD.	RAYFORD VILLAGE RETAIL CENTER	SPRING	TX	77386
DCT TEXAS LLC	3895	13582 UNIVERSITY BLVD, SUITE 300		SUGAR LAND	TX	77479
DCT TEXAS LLC	2779	11545 S HIGHWAY 6		SUGARLAND	TX	77478
DCT TEXAS LLC	1107	25118-A GROGANS MILL RD.	WOODLANDS HOLLYWOOD VIDEO	THE WOODLANDS	TX	77380-2248
DCT TEXAS LLC	2177	28418 STATE HIGHWAY 249	STE C	TOMBALL	TX	77375
DENARD ENTERPRISES INC.	3811	CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT	MAIN CONCOURSE FOOD COURT	CHARLOTTE	NC	28219
DEPTFORD PJ LLC	2130	1000 COOPER STREET		DEPTFORD	NJ	08096-3011
DHILLON & GILL, INC.	5004	2169 SUNSET BLVD. SUITE 400		ROCKLIN	CA	95765
DIABO HOSPITALITY INC	1595	1809 SOUTH CENTRE CITY PARKWAY		ESCONDIDO	CA	92025-6525

DMP OF CITRUS COUNTY, INC.	2695	4552 S SUNCOAST BLVD		HOMOSASSA	FL	34446-1103
DMP OF CITRUS COUNTY, INC.	2827	2617 HIGHWAY 44 WEST		INVERNESS	FL	34453-3725
DOMINO FOOD AND FUEL, INC.	4836	1235 NE 10TH STREET		BLANCHARD	OK	73010
DOMINO FOOD AND FUEL, INC.	4673	WOODWARD OK TRAVEL PLAZA	DOMINO FOOD AND FUEL, INC.	WOODWARD	OK	73801
DOUGHRIFIC DEVELOPMENT INC	4189	6213 RIVERVIEW CROSSING		KNOXVILLE	TN	37924
DOVER PJ LLC	1325	1243 NORTH DUPONT HIGHWAY		DOVER	DE	19901-8703
DOYLESTOWN PJ LLC	1223	812 N EASTON ROAD	UNIT 2	DOYLESTOWN	PA	18901
DREAMERS GROUP INC	4498	1248 W. LATHROP		MANTECA	CA	95336
DREAMERS PIZZA INC	4651	318 W GRANT LINE RD		TRACY	CA	95376
DSE INVESTMENTS, LLC	5095	4510 19TH AVE S		FARGO	ND	58103
DUKES MANAGEMENT, INC.	684	92 MADISON SQUARE DR		MADISONVILLE	KY	42431
DUKES MANAGEMENT, INC.	3874	2235 W EVERLY BROTHERS BLVD	COPPER CREEK DRIVE	POWDERLY	KY	42367
DVS PIZZA, LLC	3882	580 NORTH HWY 27/441	VILLAGE CROSSROADS	LADY LAKE	FL	32159
E & J VENTURES, LLC	4332	2828 SOUTH MCCALL ROAD	UNIT # 101	ENGLEWOOD	FL	34224
E & J VENTURES, LLC	4435	24123 PEACHLAND BLVD. #A-8	PEACHLAND PROMENADE	PORT CHARLOTTE	FL	33954
E & J VENTURES, LLC	4530	2310 TAMIAMI TRAIL STE 3101	PUNTA GORDA CROSSING	PUNTA GORDA	FL	33950
E & J VENTURES, LLC	2304	1223 US HWY 41 BYPASS SOUTH		VENICE	FL	34285
E&R FOODS LLC	4337	466 CENTRAL AVENUE		EAST ORANGE	NJ	07018
E&R FOODS LLC	3623	742 LYONS AVE		IRVINGTON	NJ	07111
E&R FOODS LLC	3529	451 BLOOMFIELD AVE		NEWARK	NJ	07107
E&R FOODS LLC	3552	1013 BROAD ST.		NEWARK	NJ	07102
EAGLE PIZZA LLC	4264	3756 AVE. 40	STES H&I	LOS ANGELES	CA	90065
EAST BRUNSWICK PJ LLC	5246	636 ROUTE 18		EAST BRUNSWICK	NJ	08816
EG&P LIMITED LIABILITY COMPANY	4894	1203 NORTH BARRON ST		EATON	OH	45320
ELIOR, INC. / D.B.A. ALADDIN FOOD MANAGEMENT SERVICES, LLC	5087	MIDDLE GEORGIA STATE UNIV COCHRAN (WELLNESS CTR)	1100 SECOND STREET SE	COCHRAN	GA	31014
ELIOR, INC. / D.B.A. ALADDIN FOOD MANAGEMENT SERVICES, LLC	5086	MIDDLE GEORGIA STATE UNIVERSITY MACON (WELLNESS CTR	100 UNIVERSITY PARKWAY	MACON	GA	31206
ELLIS ENTERPRISES, INC.	2316	425 DAVIS AVENUE		ELKINS	WV	26241
EM NEWARK PJ LLC	1319	181 EAST MAIN STREET		NEWARK	DE	19711
EMBARK HOSPITALITY, LLC	4307	1635 NORTH BRIDGE STREET		ELKIN	NC	28621
ENGLISHTOWN PJ LLC	5250	172 US HIGHWAY 9 N		ENGLISHTOWN	NJ	07726
EUDAIMONIA, LLC	3029	5658 WEST WHITE MOUNTAIN BLVD.	SUITE 24	LAKESIDE	AZ	85929
EXCORP VENTURES INC.	4647	2271 KRESGE DRIVE		AMHERST	OH	44001
EXCORP VENTURES INC.	4282	34985 DETROIT ROAD	SUITE B	AVON	OH	44011
EXCORP VENTURES INC.	4461	811 CHESTNUT COMMONS		ELYRIA	OH	44035
EXCORP VENTURES INC.	3723	229 W. MAIN ST.		UNIONTOWN	PA	15401
EXELL PIZZA LLC	3568	735 SAN MATEO AVENUE		SAN BRUNO	CA	94066
EXELL PIZZA LLC	5206	5722 TELEPHONE RD	STE 14	VENTURA	CA	93003
EXTON EVB LLC	1766	185 EAGLEVIEW BOULEVARD		EXTON	PA	19341-3060
FAAZ INC	2986	263 MAIN STREET		WEST ORANGE	NJ	07052
FAMILY NIGHT PIZZA	3490	2836 N. BELLFLOWER BL		LONG BEACH	CA	90815
FAST BAKE, LLC	3489	ROUTE 40	BLACKLOG ROAD	INEZ	KY	41224
FEASTERVILLE PJ LLC	5126	170 EAST STREET ROAD		FEASTERVILLE	PA	19053
FERUM CORP	4205	75 MAIN STREET		SPRING VALLEY	NY	10977
FIRST FRANCHISE INC	3451	2241 WESTCHESTER AVE.		BRONX	NY	10462
FIVE STAR RESTAURANTS, INC.	109	996 CHAMBERS BOULEVARD		BARDSTOWN	KY	40004-2527
FIVE STAR RESTAURANTS, INC.	114	316 N. COLUMBIA AVENUE		CAMPBELLSVILLE	KY	42718
FIVE STAR RESTAURANTS, INC.	4806	61 BROADWAY STREET	SUITE #7	DRY RIDGE	KY	41035
FIVE STAR RESTAURANTS, INC.	41	3100 RING ROAD		ELIZABETHTOWN	KY	42701-1282
FIVE STAR RESTAURANTS, INC.	3749	255 NORTH DEPOT ST.		LEBANON	KY	40033
FIVE STAR RESTAURANTS, INC.	145	200 ZOE LANE		LEITCHFIELD	KY	42754
FIVE STAR RESTAURANTS, INC.	26	1960 N. DIXIE BLVD.		RADCLIFF	KY	40160
FIVE STAR RESTAURANTS, INC.	3715	567 TAYLORSVILLE ROAD	MCDONALDS CENTER	TAYLORSVILLE	KY	40071
FLOURISH PIZZA LLC	1069	3623 NORTHWEST FEDERAL HIGHWAY		JENSEN BEACH	FL	34957-3676
FLOURISH PIZZA LLC	4159	414 NE PARK STREET		OKEECHOBEE	FL	34972

FLOURISH PIZZA LLC	1068	231 SOUTHWEST PORT SAINT LUCIE BOULEVARD		PORT SAINT LUCIE	FL	34984-5043
FLOURISH PIZZA LLC	4848	1683 NW ST. LUCIE BLVD.		PORT SAINT LUCIE	FL	34986
FLOURISH PIZZA LLC	3492	9360 90TH AVENUE	SUITE 104	SEBASTIAN	FL	32958
FLOURISH PIZZA LLC	1072	1956 SOUTH FEDERAL HIGHWAY		STUART	FL	34994-3916
FOLSOM PJ LLC	5118	245 MACDADE BLVD		FOLSOM	PA	19033
FORTY NINER SHOPS, INC	4864	THE OUTPOST GRILL	1250 N. BELLFLOWER BLVD.	LONG BEACH	CA	90840
FRANCIS LEWIS BLVD PAPA INC.	3028	8953 FRANCIS LEWIS BLVD		QUEENS VILLAGE	NY	11427
FRANKIE'S CSTORE LLC	5501	4622 CLEBURNE BLVD		DUBLIN	VA	24084
FREEHOLD PJ LLC	5265	3530 US HIGHWAY 9		FREEHOLD	NJ	07728
FRESH DOUGH GA LLC	3096	3888 BREMEN CROSSING		BREMEN	GA	30110
FRESH DOUGH GA LLC	397	1214 MAPLE STREET		CARROLLTON	GA	30117-4201
FRESH DOUGH GA LLC	4478	1558 ROME HWY		CEDARTOWN	GA	30125
FRESH DOUGH GA LLC	4658	20 COURTHOUSE SQUARE		CLEVELAND	GA	30528
FRESH DOUGH GA LLC	3478	287 SOUTH CHESTATEE STREET		DAHLONEGA	GA	30533
FRESH DOUGH GA LLC	2499	1575 DALLAS NEBO RD		DALLAS	GA	30157-8700
FRESH DOUGH GA LLC	4782	112 WALMART WAY #C-8		EASTANOLLEE	GA	30538
FRESH DOUGH GA LLC	2998	1296 DAWSONVILLE HWY	SUITE B	GAINESVILLE	GA	30501
FRESH DOUGH GA LLC	4523	1943 SE JESSE JEWELL PKWY	UNIT 300	GAINESVILLE	GA	30501
FRESH DOUGH GA LLC	5353	3630 THOMPSON BRIDGE RD STE 16		GAINESVILLE	GA	30506
FRESH DOUGH GA LLC	1981	1009 ATHENS HIGHWAY, STE 8	SUITE 8	LOGANVILLE	GA	30052-2213
FRESH DOUGH GA LLC	3109	4915 HIGHWAY 138 STE. A		LOGANVILLE	GA	30052
FRESH DOUGH GA LLC	5386	4665 ATLANTA HWY STE 100		LOGANVILLE	GA	30052
FRESH DOUGH GA LLC	2722	1125 W SPRING ST		MONROE	GA	30655
FRESH DOUGH GA LLC	4989	7744 HWY 81		MONROE	GA	30656
FRESH DOUGH GA LLC	2925	596 GA-61		VILLA RICA	GA	30180
FRESH PRODUCT INC	3166	632 STATE STREET	FIRE HOUSE PLAZA	PERTH AMBOY	NJ	08861
FRESH PRODUCT INC	5489	101 S BROADWAY		SOUTH AMBOY	NJ	08879
FRESH START PIZZA, LLC	3238	548 SUNNYSIDE HEIGHTS		MC MINNVILLE	TN	37110
FRESH START PIZZA, LLC	5189	721 S CONGRESS BLVD		SMITHVILLE	TN	37166
GANESH FOODS, INC.	4173	SUITE B	604 TENNESSEE STREET	YADKINVILLE	NC	27055
GEODEV PIZZA, INC.	3487	935 SEBRING SQUARE		SEBRING	FL	33870
GIRI, L.L.C.	4291	WEST LIBERTY IOWA BP	1006 N. COLUMBUS STREET	WEST LIBERTY	IA	52776
GMSSL INC	4455	9989 FOLSOM BOULEVARD		SACRAMENTO	CA	95827
GOLNEK MANAGEMENT GROUP INCORPORATED	2447	6920-C BRADDOCK ROAD		ANNANDALE	VA	22003-6036
GOLNEK MANAGEMENT GROUP INCORPORATED	2088	9570-B BURKE ROAD		BURKE	VA	22015
GOLNEK MANAGEMENT GROUP INCORPORATED	841	9929 MAIN STREET		FAIRFAX	VA	22031
GOLNEK MANAGEMENT GROUP INCORPORATED	2297	9013 SILVERBROOK ROAD		FAIRFAX STATION	VA	22039
GOLNEK MANAGEMENT GROUP INCORPORATED	4387	13958 ESTATE MANOR DRIVE		GAINESVILLE	VA	20155
GOLNEK MANAGEMENT GROUP INCORPORATED	2845	6743 EAST LEABERRY WAY, SUITE D		HAYMARKET	VA	20169
GOLNEK MANAGEMENT GROUP INCORPORATED	849	7756-C. GUNSTON PLAZA DR.	GUNSTON STATION SHOPPING CENTER	LORTON	VA	22079
GOLNEK MANAGEMENT GROUP INCORPORATED	3611	6228 ROLLING RD. STE H		SPRINGFIELD	VA	22152
GOLNEK MANAGEMENT GROUP INCORPORATED	2730	326 WEST LEE HIGHWAY		WARRENTON	VA	20186-2428
GRAND STREET PAPA INC.	4581	604 GRAND STREET		BROOKLYN	NY	11211
GREEN OAK FOOD INC	4772	TONKAWA TRADING POST TRAVEL PLAZA	16401 WEST SOUTH AVE.	TONKAWA	OK	74653
GURPRASAD FOOD LLC	4991	24 GREENFIELD AVE		ARDMORE	PA	19003
H&R RESTAURANT LLC	1534	103 W ROUTE 66 STE G		GLENDORA	CA	91740-6258
HADISA GROUP INC	4764	5412 SAN PABLO AVE UNIT #B		OAKLAND	CA	94608-3008
HARBOR PIZZA, LLC	2659	5508 POINT FOSDICK DR. NW		GIG HARBOR	WA	98335-1725
HARBOR PIZZA, LLC	2713	1736 VILLAGE LANE SE		PORT ORCHARD	WA	98366-2644
HARBOR PIZZA, LLC	2948	9800 SILVERDALE WAY NW #101		SILVERDALE	WA	98383
HARTFORD LLC	5081	3650 PACIFIC AVE., SUITE 104		FOREST GROVE	OR	97116
HEAVENLY PIE, LLC	3403	26000 U.S. ROUTE 11 STE 8		EVANS MILLS	NY	13637
HENSLEY & SONS LLC	5111	119 WALMART DRIVE		HARTWELL	GA	30643
HENSLEY & SONS LLC	5069	11823 AUGUSTA RD		LAVONIA	GA	30553

HENSLEY & SONS LLC	5385	685 COOK ST		ROYSTON	GA	30662
HGH LIMITED	945	2033 280 BYPASS		PHENIX CITY	AL	36867
HGH LIMITED	3093	3922B HIGHWAY 80 WEST		PHENIX CITY	AL	36870
HGH LIMITED	2004	373 FOB JAMES DR		VALLEY	AL	36854
HGH LIMITED	441	203 COMMERCE AVE. #F		LAGRANGE	GA	30241
HGH LIMITED	4924	1819 ROANOKE RD		LAGRANGE	GA	30240
HH ENTERPRISES, INC.	2969	804 NORTH RANDALL ROAD	BLDG C WEST	BATAVIA	IL	60510
HH ENTERPRISES, INC.	5075	1550 DOUGLAS RD		MONTGOMERY	IL	60538
HILLSBOROUGH PJ LLC	5252	702 US-206 #3		HILLSBOROUGH	NJ	08844
HIRA PIZZA, INC	4317	1592 FRANKLIN RD.		YUBA CITY	CA	95993
HOCKESSIN PJ LLC	1323	222 LANTANA DRIVE		HOCKESSIN	DE	19707-8805
HOLLIS-PJ INC.	4051	199-22 HOLLIS AVE	BROOKLYN	SAINT ALBANS	NY	11412
HOME RUN, INC.	2347	1195 N. CHARLES G. SIEVERS BLVD		CLINTON	TN	37716-3941
HOME RUN, INC.	2189	627 E RACE STREET		KINGSTON	TN	37763-2834
HOME RUN, INC.	68	1819 LAKE AVENUE		KNOXVILLE	TN	37916
HOME RUN, INC.	205	10820 KINGSTON PIKE		KNOXVILLE	TN	37934
HOME RUN, INC.	218	402 N CEDAR BLUFF ROAD	SUITE 100	KNOXVILLE	TN	37923-3622
HOME RUN, INC.	323	2901 TAZWELL PIKE	STE E	KNOXVILLE	TN	37918
HOME RUN, INC.	421	6529 CLINTON HWY		KNOXVILLE	TN	37912
HOME RUN, INC.	422	7036 KINGSTON PIKE		KNOXVILLE	TN	37919
HOME RUN, INC.	2911	7020 MAYNARDVILLE PIKE		KNOXVILLE	TN	37918-5736
HOME RUN, INC.	4565	NEYLAND STADIUM	1235 PHILLIP FULMER WAY	KNOXVILLE	TN	37996
HOME RUN, INC.	4566	THOMPSON-BOLING ARENA	1600 PHIL FULMER AVE #202	KNOXVILLE	TN	37996
HOME RUN, INC.	347	503 N CUSICK ST		MARYVILLE	TN	37804
HOME RUN, INC.	3635	324 S. ILLINOIS AVE.		OAK RIDGE	TN	37830
HOMETOWN CONVENIENCE, LLC	5300	6422 KY RT 1428		ALLEN	KY	41601
HOMETOWN CONVENIENCE, LLC	5301	16943 KY HIGHWAY 80 E		ELKHORN CITY	KY	41522
HOMETOWN CONVENIENCE, LLC	5275	28276 US HWY 119		GOODY	KY	41514
HOMETOWN CONVENIENCE, LLC	5337	526 UNIVERSITY DR		PRESTONSBURG	KY	41653
HOMETOWN CONVENIENCE, LLC	5269	35 SUSAN COOK DRIVE		WHITESBURG	KY	41858
HOOSIER PAPA LLC	4769	620 S 13TH ST		DECATUR	IN	46733-1859
IMAN FOOD LLC	4303	1180 BROAD STREET		HARTFORD	CT	06106
IRON BOUND TRADING, INC.	3112	312 RAHWAY AVE		ELIZABETH	NJ	07202
IRONMAN PIZZA INC.	2564	1012 NORTH BRINDLE MOUNTIAN PARKWAY		ARAB	AL	35016
IRONMAN PIZZA INC.	2414	587 HIGHWAY 31 NORTHWEST, SUITE D		HARTSELLE	AL	35640-4470
IRONMAN PIZZA INC.	4310	5850 HIGHWAY 53		HARVEST	AL	35749
IRONMAN PIZZA INC.	4462	14520 HWY 43		RUSSELLVILLE	AL	35653
IRONMAN PIZZA INC.	2633	24875 JOHN T REID PARKWAY, SUITE A		SCOTTSBORO	AL	35768-2340
IRONMAN PIZZA INC.	4703	1128 STATE HWY 160	SUITE D	WARRIOR	AL	35180
IRONMAN PIZZA INC.	4953	11680-H HIGHWAY 51 S	KIMBROUGH CROSSING #11	ATOKA	TN	38004
IRONMAN PIZZA INC.	5005	7249 HIGHWAY 64, UNIT 6		OAKLAND	TN	38060
ISENHOUR, INC.	3510	9091 FAIR OAKS PARKWAY STE. 207		BOERNE	TX	78015
IT'S ONLY DOWNTOWN PIZZA, INC.	1097	1369 WEST OHIO PIKE		AMELIA	OH	45102
IT'S ONLY DOWNTOWN PIZZA, INC.	69	3239 BROTHERTON RD		CINCINNATI	OH	45209
IT'S ONLY DOWNTOWN PIZZA, INC.	206	4803 MONTGOMERY RD. STE. 104		CINCINNATI	OH	45212
IT'S ONLY DOWNTOWN PIZZA, INC.	276	2723 VINE STREET		CINCINNATI	OH	45219
IT'S ONLY DOWNTOWN PIZZA, INC.	317	132 WEST SEVENTH		CINCINNATI	OH	45202
IT'S ONLY DOWNTOWN PIZZA, INC.	565	4505 1/2 WEST 8TH STREET		CINCINNATI	OH	45238
IT'S ONLY DOWNTOWN PIZZA, INC.	177	922 STATE RTE 28	SUITE B	MILFORD	OH	45150
IT'S ONLY PAPA'S PIZZA LLC	3496	6725-C DICK FLYNN BLVD.		GOSHEN	OH	45122
IT'S ONLY PAPA'S PIZZA LLC	5321	606 RING RD STE B		HARRISON	OH	45030
IT'S ONLY PAPA'S PIZZA LLC	5302	233 N HIGH ST		HILLSBORO	OH	45133
IT'S ONLY PAPA'S PIZZA LLC	3527	200 THREE RIVERS PKWY STE 2		NORTH BEND	OH	45052
J & J FOOD SERVICE GROUP, INC.	914	50 INDIAN TRCE	UNIT B	WESTON	FL	33326

J, D, & TRIPLE J INVESTMENTS INC.	4459	903-A OAK STREET		CLEVELAND	MS	38732
J.J. NORTHWEST PIZZA, INC.	5155	4514 LACEY BLVD. SE		LACEY	WA	98513
J.J. NORTHWEST PIZZA, INC.	4299	408 CLEVELAND AVE	SAFEWAY CENTER	OLYMPIA	WA	98501-3310
JAM PIZZA, INC.	1151	1821 N LINCOLN ST		GREENSBURG	IN	47240
JAR36 INC	4840	622 SOMERVILLE AVE		SOMERVILLE	MA	02143
JAY PETROLEUM INC	4826	29844 COUNTY RD 10		ELKHART	IN	46514
JAY PETROLEUM INC	5011	120 N. WALNUT STREET		HARTFORD CITY	IN	47348
JBK COMPANIES LLC	1870	23120 LYONS AVENUE # 1 & 2		SANTA CLARITA	CA	91321
JBK COMPANIES LLC	3273	27927 SECO CANYON ROAD		SANTA CLARITA	CA	91350
JC SQUARED 2.0 LLC	5398	2111 COULEE RD		HUDSON	WI	54016
JC SQUARED, LLC	2805	843 WEST BROADWAY AVENUE		FOREST LAKE	MN	55025
JC SQUARED, LLC	4992	1501 STILLWATER BLVD.		STILLWATER	MN	55082
JERUSALEM PIE LLC	5009	900 NORTH MAIN STREET		WOODRUFF	SC	29388
JG ENTERPRISES LLC	3713	81022 US HWY 111 STE A		INDIO	CA	92201
JG ENTERPRISES LLC	3785	2018 WEST AVENUE K		LANCASTER	CA	93536-5229
JG ENTERPRISES LLC	4526	820 N CHINA LAKE BLVD. STE A	RIDGECREST TOWN CENTER	RIDGECREST	CA	93555-3544
JG ENTERPRISES LLC	5376	73549 TWENTY-NINE PALMS HWY		TWENTY-NINE PALMS	CA	92277-3121
JG ENTERPRISES LLC	5379	57274 29 PALMS HWY		YUCCA VALLEY	CA	92284
JIBRIL PIZZA LLC	4780	446A MARKET STREET		SADDLE BROOK	NJ	07663
JMB HERNANDO, LLC	3162	2485 MT. PLEASANT ROAD		HERNANDO	MS	38632
JMJ PIZZA, LLC	4804	105 CESAR CHAVEZ ROAD	SUITE 10A	SAN JUAN	TX	78589
JONCY, INC.	42	2412 PENNSYLVANIA ST		COLUMBUS	IN	47201
JONCY, INC.	5003	4420 JONATHAN MOORE PIKE		COLUMBUS	IN	47201
JORDAN NICHOLAS ELLIOTT, INC.	4730	5034 NORTH US HWY 41		APOLLO BEACH	FL	33572
JORDAN NICHOLAS ELLIOTT, INC.	4183	2010 US HWY 92W		AUBURNDALE	FL	33823
JORDAN NICHOLAS ELLIOTT, INC.	375	4224 CORTEZ RD W		BRADENTON	FL	34210
JORDAN NICHOLAS ELLIOTT, INC.	2753	5838 STATE ROAD 70		BRADENTON	FL	34203
JORDAN NICHOLAS ELLIOTT, INC.	4650	1779 LAKEWOOD RANCH BLVD.		BRADENTON	FL	34211
JORDAN NICHOLAS ELLIOTT, INC.	5128	8343 MARKET STREET, UNIT A-9		BRADENTON	FL	34202
JORDAN NICHOLAS ELLIOTT, INC.	871	1405 W BRANDON BLVD		BRANDON	FL	33511
JORDAN NICHOLAS ELLIOTT, INC.	1911	8921 STATE ROAD 52		HUDSON	FL	34667
JORDAN NICHOLAS ELLIOTT, INC.	972	1853 EAST MEMORIAL BLVD ST. 117.		LAKELAND	FL	33801
JORDAN NICHOLAS ELLIOTT, INC.	1878	3608 HARDEN BLVD.		LAKELAND	FL	33803
JORDAN NICHOLAS ELLIOTT, INC.	2195	2105 E COUNTY ROAD 540 A		LAKELAND	FL	33813-3794
JORDAN NICHOLAS ELLIOTT, INC.	2420	6747 US HIGHWAY 98 NORTH		LAKELAND	FL	33809
JORDAN NICHOLAS ELLIOTT, INC.	3570	7016 LAND O'LAKES BLVD. #107		LAND O' LAKES	FL	34638
JORDAN NICHOLAS ELLIOTT, INC.	5236	2743 E COUNTY LINE RD		LUTZ	FL	33559-3439
JORDAN NICHOLAS ELLIOTT, INC.	1887	4120 ROWAN ROAD		NEW PORT RICHEY	FL	34653
JORDAN NICHOLAS ELLIOTT, INC.	5103	15977 PRESERVE MARKETPLACE BLVD		ODESSA	FL	33556
JORDAN NICHOLAS ELLIOTT, INC.	5416	8723 FORT HAMER RD BLDG 5 UNIT 102		PARRISH	FL	34219
JORDAN NICHOLAS ELLIOTT, INC.	988	1820 JAMES L. REDMAN PKWY		PLANT CITY	FL	33563
JORDAN NICHOLAS ELLIOTT, INC.	5170	8601 REGENCY PARK BLVD.		PORT RICHEY	FL	34668
JORDAN NICHOLAS ELLIOTT, INC.	1155	13220 BOYETTE ROAD		RIVERVIEW	FL	33569
JORDAN NICHOLAS ELLIOTT, INC.	3229	13190 S. US HIGHWAY 301		RIVERVIEW	FL	33578-7410
JORDAN NICHOLAS ELLIOTT, INC.	4926	9036 PROGRESS BLVD.		RIVERVIEW	FL	33578
JORDAN NICHOLAS ELLIOTT, INC.	5191	9914 UPPER ALAFIA COURT		RIVERVIEW	FL	33578
JORDAN NICHOLAS ELLIOTT, INC.	453	3080 17TH STREET		SARASOTA	FL	34234
JORDAN NICHOLAS ELLIOTT, INC.	643	3416 CLARK RD	STE 602	SARASOTA	FL	34231
JORDAN NICHOLAS ELLIOTT, INC.	971	1543 S PARSONS AVE	STE 710	SEFFNER	FL	33584
JORDAN NICHOLAS ELLIOTT, INC.	665	4173 MARINER BLVD. #E		SPRING HILL	FL	34609
JORDAN NICHOLAS ELLIOTT, INC.	1218	39028 US HWY 19 NORTH		TARPON SPRINGS	FL	34689
JORDAN NICHOLAS ELLIOTT, INC.	5340	2547 E STATE RD 60		VALRICO	FL	33594
JORDAN NICHOLAS ELLIOTT, INC.	3193	5434 BRUCE B DOWNS BLVD.		WESLEY CHAPEL	FL	33544
JORDAN NICHOLAS ELLIOTT, INC.	2320	170 SOUTHEAST PLAZA ROADWAY		WINTERHAVEN	FL	33880

JORDAN NICHOLAS ELLIOTT, INC.	970	7250 GALL BOULEVARD		ZEPHYRHILLS	FL	33541-4306	
JOY VENTURES, LLC	2124	5611 2ND AVENUE WEST	BAY 1	KEARNEY	NE	68847	
JSK PAPA LLC	3481	411 FURROWS ROAD		HOLBROOK	NY	11741	
JTF ENTERPRISES, INC.	2657	107 SW 4TH STREET		GRANTS PASS	OR	97526-2474	
JTF ENTERPRISES, INC.	2280	1250 BIDDLE ROAD	SUITE F-1	MEDFORD	OR	97504	
JVP I, LLC	4920	820 N SPRIGG ST	STE 2	CAPE GIRARDEAU	MO	63701-4818	
JVP I, LLC	5448	1707 N KINGS HIGHWAY STE 103		CAPE GIRARDEAU	MO	63701	
JVP II, LLC	4460	2118 JACKSON BLVD	STE #5	JACKSON	MO	63755	
JVP IV, LLC	1601	1361 N. WESTWOOD BLVD.		POPLAR BLUFF	MO	63901	
K & K FOODSERVICE, LLC	5115	817 W BROADWAY STREET		LOOGOOTEE	IN	47553	
K & K FOODSERVICE, LLC	4851	2860 STATE ROAD 37		MITCHELL	IN	47446	
K & K FOODSERVICE, LLC	4153	FAST EDDIE'S CONVENIENCE STORE	8362 WEST STATE RD. 56	WEST BADEN	IN	47469	
K & M HOSPITALITY, LLC.	4815	1117 SOUTH CEDAR STREET, SUITE 135		MONTICELLO	MN	55362	
K & M HOSPITALITY, LLC.	2690	2423 DIVISION STREET		SAINT CLOUD	MN	56301-3935	
K R J PLUS INC.	3253	148 LAWRENCE STREET		BROOKLYN	NY	11201	
KAYTEE PIZZA NY INC.	2995	152 ROUTE 25A		MOUNT SINAI	NY	11766	
KAYTEE PIZZA NY INC.	3095	133 MEDFORD AVE		PATCHOGUE	NY	11772	
KGK ENTERPRISES II, INC.	519	418 CENTER STREET		HENDERSON	KY	42420	
KGK ENTERPRISES II, INC.	209	2510 FREDERICA STREET		OWENSBORO	KY	42301-5439	
KGK ENTERPRISES II, INC.	4013	3332 VILLA POINT	#110	OWENSBORO	KY	42303	
KGK ENTERPRISES, INC.	5148	911 W MAIN STREET		BOONVILLE	IN	47601	
KGK ENTERPRISES, INC.	52	303 NORTH WEINBACH AVENUE.		EVANSVILLE	IN	47711-6009	
KGK ENTERPRISES, INC.	105	4204 N 1ST AVE		EVANSVILLE	IN	47710	
KGK ENTERPRISES, INC.	135	5436 EAST INDIANA STREET		EVANSVILLE	IN	47715	
KGK ENTERPRISES, INC.	1177	4814 W LLOYD EXPY		EVANSVILLE	IN	47712	
KGK ENTERPRISES, INC.	3681	12414 NORTH HWY 41		EVANSVILLE	IN	47725	
KGK ENTERPRISES, INC.	2853	3955 HAYLEY DRIVE		NEWBURGH	IN	47630-2628	
KHUSHI BAYONNE, LLC	3646	1084 AVENUE C		BAYONNE	NJ	07002	
KHUSHI DOWNTOWN LLC	3391	724 GRAND STREET		JERSEY CITY	NJ	07304	
KHUSHI HOBOKEN LLC	3809	125 18TH ST.		JERSEY CITY	NJ	07310	
KHUSHI PIZZA, LLC	3170	340 CENTRAL AVENUE		JERSEY CITY	NJ	07307	
KHUSHI UNION, LLC	3534	580 32ND STREET		UNION CITY	NJ	07087	
KHUSHI WEST NEW YORK, LLC	3346	6602 BERGENLINE AVENUE		WEST NEW YORK	NJ	07093	
KING OF PRUSSIA PJ LLC	3279	139 E. DEKALB PIKE		KING OF PRUSSIA	PA	19406	
KM PIZZA, LLC	4816	700 MARKET STREET		MILLERSBURG	PA	17061	
KMYAS LLC	N/A			NORWALK	CT		DEVELOPMENT AGREEMENT WAS TERMINATED BEFORE OPENING A STORE. HAS SIGNED A NEW DEVELOPMENT AGREEMENT.
KP RESTAURANT MANAGEMENT 1, INC.	4512	33250 SIX MILE ROAD		LIVONIA	MI	48152	
KP RESTAURANT MANAGEMENT 2, INC.	4819	27506 FORD ROAD		GARDEN CITY	MI	48135	
KP RESTAURANT MANAGEMENT 3, INC.	1395	47430 PONTIAC TRAIL	WIXOM PLAZA SHOPPING CENTER	WIXOM	MI	48393	
KPIZZA, LLC	5093	100 E COLLEGE WAY		MOUNT VERNON	WA	98273	
KPIZZA, LLC	5244	2116 E DENNY WAY		SEATTLE	WA	98112	
KPIZZA, LLC	5255	1500 NW MARKET ST STE 106		SEATTLE	WA	98107	
KRISHNA PIZZA VENTURE LLC	5517	400 HIGHWAY 28 BYP		ANDERSON	SC	29624	
KRUEGER PIZZA LLC	4670	7260 SOUTH BROAD STREET		BROOKSVILLE	FL	34601	
KRUPA PATEL INC.	4050	160 EAST LAKE STREET	SUITE #156B	BLOOMINGDALE	IL	60108	
KRUPA PATEL INC.	5413	1242 W OGDEN AVE		NAPERVILLE	IL	60563	
KRUPA PATEL INC.	5454	8016 W 171ST ST		TINLEY PARK	IL	60477	
KRUPA PATEL INC.	3873	355 W. OGDEN AVE		WESTMONT	IL	60559	
KUWAR LLC	4973	5901 HWY 80 WEST		JACKSON	MS	39209	
KWIK CHEK FOOD STORES, INC.	3758	2757 NORTH VETERAN'S BLVD	CLEO'S #8	EAGLE PASS	TX	78852	
L & D PROPERTIES, LIMITED LIABILITY COMPANY	2832	2064 CHEROKEE ROAD		ALEXANDER CITY	AL	35010	
L & S PIZZA, LLC	794	6753 THOMASVILLE ROAD		TALLAHASSEE	FL	32312	

L & S PIZZA, LLC	798	2328 APALACHEE PARKWAY		TALLAHASSEE	FL	32301
L & S PIZZA, LLC	854	1429 WEST TENNESSEE STREET		TALLAHASSEE	FL	32304
L & S PIZZA, LLC	1292	3808 N. MONROE	SUITE #3	TALLAHASSEE	FL	32303
L & S PIZZA, LLC	5015	1818 N. MONROE STREET		TALLAHASSEE	FL	32303
LAHOBA, LLC	3776	620 WEST JUDGE PEREZ DRIVE		CHALMETTE	LA	70043
LAHOBA, LLC	4101	3001 PONTCHARTRAIN DRIVE UNIT 3013		SLIDELL	LA	70458
LAN-SWITCH ENTERPRISES, INC.	136	5870 VETERANS PARKWAY STE A		COLUMBUS	GA	31909
LAN-SWITCH ENTERPRISES, INC.	208	3949 VICTORY DRIVE		COLUMBUS	GA	31903
LAN-SWITCH ENTERPRISES, INC.	532	4805 BUENA VISTA ROAD #A		COLUMBUS	GA	31907
LAN-SWITCH ENTERPRISES, INC.	2866	6381 MILGEN ROAD, SUITE 6		COLUMBUS	GA	31907-5947
LAN-SWITCH ENTERPRISES, INC.	4993	7750 OLD MOON ROAD		COLUMBUS	GA	31909
LANCASTER PIKE PJ LLC	1320	3403 LANCASTER PIKE		WILMINGTON	DE	19805-5533
LANSDOWNE PJ LLC	1229	7 N. LANSDOWNE AVE		LANSDOWNE	PA	19050
LEGACY PIZZA, INC.	3021	2440 HIGHWAY 95, SUITE C		BULLHEAD CITY	AZ	86442
LEGENDS HOSPITALITY, LLC	3658	AT&T STADIUM	925 N. COLLINS ST.	ARLINGTON	TX	76011
LEISZLER PIZZA, LLC	4844	528 W. CRAWFORD STREET		CLAY CENTER	KS	67432
LEISZLER PIZZA, LLC	5217	1829 MERCHANT ST		EMPORIA	KS	66801
LEISZLER PIZZA, LLC	5267	430 N. MAPLE ST.		GARNETT	KS	66032
LEISZLER PIZZA, LLC	4843	8207 SOUTH PORT DRIVE		MANHATTAN	KS	66502
LEISZLER PIZZA, LLC	4969	5400 N MERIDIAN AVE	PARK CITY, KS SMALL TOWN	PARK CITY	KS	67204
LEISZLER PIZZA, LLC	4845	603 US-24		ST MARYS	KS	66536
LEISZLER PIZZA, LLC	4433	WAMEGO SHORT STOP	LEISZLER FOODS, LLC	WAMEGO	KS	66547
LEON LAKE CITY LLC	5068	607 S. MAIN ST.		BELLE GLADE	FL	33430
LEON LAKE CITY LLC	354	27990 S TAMIAMI TRL		BONITA SPRINGS	FL	34134-4232
LEON LAKE CITY LLC	4135	2815 WEST US HWY 90		LAKE CITY	FL	32055
LEON LAKE CITY LLC	355	1026 PINE RIDGE RD		NAPLES	FL	34108-8901
LEON LAKE CITY LLC	3543	1249 AIRPORT RD. SOUTH		NAPLES	FL	34104
LEON LEESBURG LLC	4052	10300 US HWY 441 #5		LEESBURG	FL	34788
LEON LEESBURG LLC	4137	1714 - 1A CITRUS BLVD.		LEESBURG	FL	34748
LEON LIVE OAK LLC	4946	6852 SUWANNEE PLAZA LANE		LIVE OAK	FL	32060
LEON PALATKA LLC	3622	1817 REID ST.		PALATKA	FL	32177
LEVITTOWN PJ LLC	1159	7809 NEW FALLS ROAD		LEVITTOWN	PA	19055
LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP	3189	601 BISCAYNE BLVD. - AMERICAN AIRLINES ARENA	(MIAMI HEAT)	MIAMI	FL	33132
LGON, INC.	5098	1914 S GAREY AVE.		POMONA	CA	91766
LIMERICK PJ LLC	5332	33 W RIDGE PIKE STE 315		LIMERICK	PA	19468
LITTLE FALLS PIZZA INC.	1394	1011 MT RUSHMORE ROAD		RAPID CITY	SD	57701
LITTLE FALLS PIZZA INC.	3781	1520 HAINES AVE STE 2		RAPID CITY	SD	57701
LLDB30 LLC	5077	2402 MCLAURIN ST		WAVELAND	MS	39576
LMA ENTERPRISES, L.L.C.	4850	4400 ARIZONA STREET	FORT HUACHUCA POST EXCHANGE BLDG #52030	FORT HUACHUCA	AZ	85613
LMT SERVICES, L.L.C.	3885	6003 BULLARD AVE		NEW ORLEANS	LA	70128
LMT SERVICES, LLC DOWNTOWN	4422	1029 ORETHA CASTLE HALEY BLVD		NEW ORLEANS	LA	70113
LMT SERVICES, LLC MIDCITY	5067	3001 TULANE AVE. SUITE 6		NEW ORLEANS	LA	70119
LONE STAR PJS LLC	4235	2292 S BUCKNER BLVD , SUITE 110		DALLAS	TX	75227
LONE STAR PJS LLC	4322	1127 N BECKLEY AVE.		DALLAS	TX	75203-1303
LOTTSA CHEESE, INC.	952	1035 W. DEKALB STREET		CAMDEN	SC	29020
LOTTSA CHEESE, INC.	1166	2246 EAST HWY 501		CONWAY	SC	29526
LOTTSA CHEESE, INC.	516	225B CHEROKEE ROAD		FLORENCE	SC	29501
LOTTSA CHEESE, INC.	2661	205 2ND LOOP ROAD, SUITE C		FLORENCE	SC	29505-2811
LOTTSA CHEESE, INC.	2112	943 GARDEN CITY CONNECTOR RD		MURRELLS INLET	SC	29576-7845
LOTTSA CHEESE, INC.	321	1102 SOUTH KINGS HIGHWAY		MYRTLE BEACH	SC	29577
LOTTSA CHEESE, INC.	640	4504 SOCASTEE BLVD	UNIT K	MYRTLE BEACH	SC	29588
LOTTSA CHEESE, INC.	1424	104 HIGHWAY 17 SOUTH		NORTH MYRTLE BEACH	SC	29582-3118
LOTTSA CHEESE, INC.	745	435 NORTH GUIGNARD DRIVE		SUMTER	SC	29150

LTK PIZZA CORP.	3381	1654 86TH STREET		BROOKLYN	NY	11214
M & M FAMILY ENTERPRISE, INC.	2192	30 W. 29TH AVENUE		EUGENE	OR	97405-3241
M & M FAMILY ENTERPRISE, INC.	2545	54-B DIVISION AVENUE		EUGENE	OR	97404-5427
M & M FAMILY ENTERPRISE, INC.	5392	1922 MARCOLA RD		SPRINGFIELD	OR	97477
M AND C PIZZA GROUP, INC.	2168	14569 TELEGRAPH RD		LA MIRADA	CA	90638-1054
M&M PIZZARIA INC.	3320	4919 30TH AVENUE		WOODSIDE	NY	11377
MADCHASE, LLC	2542	621 N MAIN ST		CANTON	IL	61520
MAGIC PIZZA, LLC	5257	434 BLUE LAKES BLVD N		TWIN FALLS	ID	83301-7241
MAGIC PIZZA, LLC	2981	200 SOUTH BROADWAY		MINOT	ND	58701
MAGIC PIZZA, LLC	4795	MINOT AIRFORCE BASE	300 MISSILE AVE	MINOT AFB	ND	58705
MAGIC PIZZA, LLC	5199	1209 N MAIN STREET		LOGAN	UT	84341
MAHA PIZZA INC.	3888	1151 W. TAYLOR STREET		CHICAGO	IL	60607
MAKE LOTS OF DOUGH, LLC	4344	719 SOUTH LOGAN STREET		WEST FRANKFORT	IL	62896
MAKING DOUGH INC	4598	117 ROCHESTER DR		LOUISVILLE	KY	40214
MAKING DOUGH INC	4697	7000 LAS VEGAS BLVD N		LAS VEGAS	NV	89115
MAKING DOUGH INC	5038	MOBILE PIZZA KITCHEN	5470 TURKEY LANE	LAS VEGAS	NV	89131
MANS FOOD GROUP 2 LLC	3984	8420 SOUTH SAM HOUSTON PKWY WEST	STE 250	HOUSTON	TX	77085
MANS FOOD GROUP 3 LLC	5194	905 N. CANAL STREET		CARLSBAD	NM	88220
MANS FOOD GROUP 4 LLC	5317	6402 GULF FWY STE K		LA MARQUE	TX	77568
MANS FOOD GROUP, INC.	2329	1211 S. GORDON ST		ALVIN	TX	77511
MANS FOOD GROUP, INC.	4108	3602 OLD SPANISH TRAIL		HOUSTON	TX	77021
MANS FOOD GROUP, INC.	4928	4616 CANAL STREET, STE A		HOUSTON	TX	77011
MANS FOOD GROUP, INC.	3967	209 S. MAIN ST.		LUMBERTON	TX	77657
MANS FOOD GROUP, INC.	4568	1425 E COURT ST.	PLAZA DEL REY	SEGUIN	TX	78155-5957
MANS FOOD GROUP, INC.	1935	3319 PALMER HWY		TEXAS CITY	TX	77590
MAPLE SHADE PJ LLC	1081	479 ROUTE 38 WEST		MAPLE SHADE	NJ	08052-2084
MARSH ROAD PJ LLC	1322	2114 MARSH ROAD		WILMINGTON	DE	19810-3914
MATHIEU & MATHIEU, INC.	2813	2045 HIGHWAY 180 E, STE B		SILVER CITY	NM	88061-7790
MCM MANAGEMENT VENTURES, LLC	5452	2145 EASTERN AVE STE E		GALLIPOLIS	OH	45631
MCM MANAGEMENT VENTURES, LLC	4754	1113 MAIN STREET		JACKSON	OH	45640
MCM MANAGEMENT VENTURES, LLC	4890	505 W EMMITT AVE		WAVERLY	OH	45690
MEDFORD PJ LLC	3542	617 STOKES ROAD	SUITE 5	MEDFORD	NJ	08055-3097
MIDDELTOWN PJ LLC	3017	386 EAST MAIN STREET	MIDDLETOWN CROSSING SHOPPING CENTER	MIDDLETOWN	DE	19709
MILFORD PJ LLC	3947	941 NORTH DUPONT BLVD.	SUITE F	MILFORD	DE	19963
MILLSBORO PJ LLC	4672	28417 DUPONT BLVD.	UNIT 5	MILLSBORO	DE	19966
MINNIE A LLC	5066	687 W PLANE ST.		BETHEL	OH	45106
MISSOURI RIVER PIZZA GROUP, L.L.C.	4664	1229 ALLEN DR.	STE B	GRAND ISLAND	NE	68803-3333
MKSSN INC	3613	2580 ARENA BLVD. #B120	NATOMAS LANDING SHOPPING CTR.	SACRAMENTO	CA	95834
MLM VENTURES, INC.	3196	460 BANKS CROSSING DRIVE		COMMERCE	GA	30529
MLM VENTURES, INC.	5090	55 FREEDOM PARKWAY		HOSCHTON	GA	30548
MLM VENTURES, INC.	3094	85 OLD FARM RD STE 140		JEFFERSON	GA	30549
MOFFETT FOODS, INC.	4616	ALL-N-1 FOOD STORE #3	3204 HWY 71	CAMPTI	LA	71411
MOFFETT FOODS, INC.	5122	5166 CUT OFF ROAD		COUSHATTA	LA	71019
MOMMAND AND SODHUN LLC	3840	1008 HIGHWAY 34	PINE VALLEY PLAZA	MATAWAN	NJ	07747
MONEY COMB, LLC	4832	1604 VETERANS BLVD		MCCOMB	MS	39648
MOOREFIELD LIBERTY STORE LLC	5479	759 N MAIN ST		MOOREFIELD	WV	26836
MOTOR CITY PIZZA VENTURES, LLC	4714	840 WEST BOUNDARY STREET #2		PERRYSBURG	OH	43551
MOTOR CITY PIZZA VENTURES, LLC	628	3231 DORR STREET		TOLEDO	OH	43607
MOUNT HOLLY PJ LLC	1376	516 HIGH STREET		MOUNT HOLLY	NJ	08060-1026
MOUNT LAUREL PJ LLC	1944	1200 CHURCH STREET	STE 111	MOUNT LAUREL	NJ	08054-2936
MOUNTAIN PIZZA, LLC	5363	145 CHARLOTTE HWY		ASHEVILLE	NC	28803
MOUNTAIN PIZZA, LLC	4919	127 NORTH CALDWELL STREET		BREVARD	NC	28712
MOUNTAIN PIZZA, LLC	5082	3338 BOYLSTON HIGHWAY	SUITE #50	MILLS RIVER	NC	28759

MOUNTAIN PIZZA, LLC	4595	61 WEAVER BLVD.	SUITE E	WEAVERVILLE	NC	28787-6316
MR H PIZZA INC	4323	2307 OAKDALE RD.	STE 801	MODESTO	CA	95355-2696
MRJ-VERONA, LLC	4493	1325 W. DUVAL MINE RD	SAHUARITA PALMS S/C SUITE 191	SAHUARITA	AZ	85614
MRJ-VERONA, LLC	4419	2071 E. IRVINGTON RD STE 117	KINO GATEWAY CENTER	TUCSON	AZ	85714
MRJ-VERONA, LLC	5016	3305 N SWAN RD, B-107		TUCSON	AZ	85712
MRSK FOOD INC.	3559	314 SOUTH BROADWAY		YONKERS	NY	10705
MT JACKSON EXXON LLC	5459	224 CONICVILLE RD		MOUNT JACKSON	VA	22842
MV FOODS, LLC	3199	1519 SOUTH BROADWAY STREET		PITTSBURG	KS	66762
MV FOODS, LLC	5430	2218 S MAPLE ST		CARTHAGE	MO	64836
MV FOODS, LLC	3412	501 S. MADISON ST STE. O		WEBB CITY	MO	64870
NAFI LLC	4155	5359 N. BROADWAY		CHICAGO	IL	60640
NCPC, LLC	1561	1537 FREEWAY DR., SUITE 406		REIDSVILLE	NC	27320
NE PHILADELPHIA PJ LLC	1850	6543 ROOSEVELT BLVD.	UNIT 18-A	PHILADELPHIA	PA	19149
NEW CASTLE PJ LLC	1317	529 EAST BASIN ROAD		NEW CASTLE	DE	19720-4230
NEW ERA PIZZA LLC	5393	917 W STATE ST		TRENTON	OH	45067
NEWARK PJ LLC	1326	480 PEOPLE'S PLAZA		NEWARK	DE	19702
NIAGARA PIZZERIA INC.	4800	1715 NIAGARA FALLS BLVD.		AMHERST	NY	14228-2707
NIAGARA PIZZERIA INC.	5024	240 1ST STREET		NIAGARA FALLS	NY	14303
NKJEANS LLC	5063	1048 OLD US HIGHWAY 52		NEW RICHMOND	OH	45157
NOOR RESTAURANTS COMPANY	4169	1418 EAST 53RD STREET		CHICAGO	IL	60615
NORRISTOWN RP LLC	1842	2810 RIDGE PIKE		NORRISTOWN	PA	19403-1533
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	878	911-A N EAST ST		FREDERICK	MD	21701
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1188	5732 BUCKEYSTOWN PIKE	#25	FREDERICK	MD	21704
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	4972	3401 E. URBANA PIKE SUITE 1	LOUDON CROSSING	FREDERICK	MD	21704
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2689	1502 SOUTH MAIN STREET		MOUNT AIRY	MD	21771
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3149	610 N. MAIN STREET, SUITE E		BRIDGEWATER	VA	22812
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3063	321 SOUTHGATE SHOPPING CENTER		CULPEPER	VA	22701
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1682	4814 DALE BLVD.		DALE CITY	VA	22193
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3640	18085 TRIANGLE PLAZA		DUMFRIES	VA	22026
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	285	3940 PLANK ROAD	SUITE W	FREDERICKSBURG	VA	22407
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1684	411 CHATHAM HEIGHTS RD. STE. 111		FREDERICKSBURG	VA	22405
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2877	5452 SOUTH POINT PLAZA WAY		FREDERICKSBURG	VA	22407
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	4691	570 CELEBRATE VIRGINIA PKWY	SUITE 105	FREDERICKSBURG	VA	22406
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2063	610 N. ROYAL AVENUE		FRONT ROYAL	VA	22630
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	178	1790 EAST MARKET STREET	STE 104	HARRISONBURG	VA	22801
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	743	10097 MARKET CIRCLE DRIVE #2		MANASSAS	VA	20110
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1683	10380 PORTSMOUTH RD		MANASSAS	VA	20109
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	5440	7415 LAUGHLIN BLVD STE 116		SPOTSYLVANIA	VA	22553
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1266	1075 GARRISONVILLE ROAD, SUITE 114		STAFFORD	VA	22556
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3474	2769 RICHMOND HWY STE 119		STAFFORD	VA	22554
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	576	644-B GREENVILLE AVE		STAUNTON	VA	24401
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3341	660 WARRIOR DRIVE STE. 102		STEPHENS CITY	VA	22655
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	577	250 N POPLAR ST	STE H	WAYNESBORO	VA	22980-4360
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	607	2227 VALLEY AVENUE		WINCHESTER	VA	22601
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	812	1979 DANIEL STUART SQUARE	UNIT #31	WOODBRIDGE	VA	22191
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	826	13560 MINNIEVILLE RD		WOODBRIDGE	VA	22192
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2806	769 E WASHINGTON STREET		CHARLES TOWN	WV	25414-1082
NORTH WALES PJ LLC	1591	123 SOUTH MAIN STREET		NORTH WALES	PA	19454
NORTHERN BLVD PAPA INC.	3457	193-18 NORTHERN BOULEVARD		FLUSHING	NY	11358
NORTHLAKE PAPA JOHN'S, INC.	5414	2202 US HWY 380		BRIDGEPORT	TX	76426
NORTHLAKE PAPA JOHN'S, INC.	5047	1236 FM 407	SUITE 700	NORTHLAKE	TX	76247
NORTHLAND PIZZA, LLC	5152	207 S MITCHELL ST STE 102		CADILLAC	MI	49601
NORTHLAND PIZZA, LLC	5039	2377 EAST M113		KINGSLEY	MI	49649
NQS PIZZA INC.	5031	1257 FULTON STREET		BROOKLYN	NY	11216

NRICH FOODS LLC	4246	16494 PEARL ROAD		STRONGSVILLE	OH	44136
NS2 INVESTMENT LLC	4718	12841 MICHIGAN AVE		DEARBORN	MI	48126
NSM MERCHANT, INC.	1506	2022 NORTH GESSNER ROAD		HOUSTON	TX	77080-6328
NSM MERCHANT, INC.	1953	11850 BISSONNET ST	SUITE P	HOUSTON	TX	77099
NSM MERCHANT, INC.	4034	3322 SE MILITARY	#104	SAN ANTONIO	TX	78223-3981
NSM MERCHANT, INC.	4152	1714 SW MILITARY	STE 107	SAN ANTONIO	TX	78221
NSM MERCHANT, INC.	4230	4525 RIGSBY AVE	SUITE 114	SAN ANTONIO	TX	78222
NWA PIZZA LLC	2263	2715 W HWY 76 STE 100		BRANSON	MO	65616
OCALA PIZZA, LLC	497	2705 EAST SILVER SPRINGS BOULEVARD		OCALA	FL	34470-7005
OCALA PIZZA, LLC	1124	2611 SW COLLEGE RD.	SUITE B	OCALA	FL	34471
OCALA PIZZA, LLC	2800	9470 SOUTH US HIGHWAY 441		OCALA	FL	34480-5226
OCEAN VIEW PJ LLC	3013	29 C ATLANTIC AVE		OCEAN VIEW	DE	19970
OGLETOWN PJ LLC	1318	4140 OGLETOWN STANTON ROAD, SUITE 20		NEWARK	DE	19713-4169
OHIO FOOD, LLC	226	14404 CEDAR ROAD		CLEVELAND	OH	44121-3329
OHIO FOOD, LLC	434	17125 LORAIN AVENUE		CLEVELAND	OH	44111
OHIO FOOD, LLC	349	18400 DETROIT AVENUE		LAKEWOOD	OH	44107
OHIO FOOD, LLC	735	5707 MAYFIELD ROAD		MAYFIELD HTS.	OH	44124
OHIO FOOD, LLC	1637	6289 REYNOLDS ROAD		MENTOR	OH	44060
OHIO FOOD, LLC	125	24753 LORAIN ROAD		NORTH OLMSTED	OH	44070
OHIO FOOD, LLC	1089	65 W WALNUT AVE		PAINESVILLE	OH	44077
OHIO FOOD, LLC	683	6058 BROADVIEW ROAD		PARMA	OH	44134
OHIO FOOD, LLC	126	6649 PEARL RD.		PARMA HEIGHTS	OH	44130
OHIO FOOD, LLC	288	16981 CHAGRIN BOULEVARD		SHAKER HEIGHTS	OH	44120-3725
OHIO FOOD, LLC	3716	34804 EUCLID AVE		WILLOUGHBY	OH	44094
OHIO PIZZA DELIVERY CO.	280	701 E MARKET ST		AKRON	OH	44305
OHIO PIZZA DELIVERY CO.	621	2845 E WATERLOO RD		AKRON	OH	44312
OHIO PIZZA DELIVERY CO.	632	1885 WEST MARKET STREET		AKRON	OH	44313
OHIO PIZZA DELIVERY CO.	814	340 EAST WATERLOO ROAD		AKRON	OH	44319-1255
OHIO PIZZA DELIVERY CO.	168	1630 STATE ROAD		CUYAHOGA FALLS	OH	44223
OHIO PIZZA DELIVERY CO.	124	439 E MAIN ST		KENT	OH	44240
OHIO PIZZA DELIVERY CO.	365	3732 DARROW ROAD		STOW	OH	44224
OM SAI OF HARTSVILLE LLC	5276	814 SOUTH 4TH ST		HARTSVILLE	SC	29550
ONEY BAYSIDE, LLC	805	3700 ULMERTON RD.		CLEARWATER	FL	33762
ONEY BAYSIDE, LLC	1410	18378 US HIGHWAY 19 N		CLEARWATER	FL	33764-1723
ONEY BAYSIDE, LLC	806	1886 W BAY DR		LARGO	FL	33770-3017
ONEY BAYSIDE, LLC	2114	3438 E LAKE RD STE 9		PALM HARBOR	FL	34685-2412
ONEY BAYSIDE, LLC	804	11246 PARK BLVD		SEMINOLE	FL	33772
ONEY BAYSIDE, LLC	2113	6894 GULFPORT BLVD S		SOUTH PASADENA	FL	33707-2108
ONEY BAYSIDE, LLC	662	5170 66TH STREET NORTH		ST. PETERSBURG	FL	33709
ONEY BAYSIDE, LLC	663	5000 34TH STREET SOUTH		ST. PETERSBURG	FL	33711
ONEY BAYSIDE, LLC	1412	2390 FOURTH ST. NORTH		ST. PETERSBURG	FL	33704
OSP K&V, INC.	351	4885 GOLDEN GATE PKWY		NAPLES	FL	34116-6960
OZARK PIZZA COMPANY, LLC	3683	1000 AR-35		BENTON	AR	72019
OZARK PIZZA COMPANY, LLC	3993	231 N. WALTON BLVD. STE 5		BENTONVILLE	AR	72712
OZARK PIZZA COMPANY, LLC	3760	3231 MAIN ST. #8		BRYANT	AR	72022-9033
OZARK PIZZA COMPANY, LLC	195	215 FARRIS RD.		CONWAY	AR	72034
OZARK PIZZA COMPANY, LLC	641	503 NORTH COLLEGE AVENUE		FAYETTEVILLE	AR	72701-3402
OZARK PIZZA COMPANY, LLC	1571	5600 ROGERS AVENUE		FORT SMITH	AR	72903-3750
OZARK PIZZA COMPANY, LLC	5231	14415 HIGHWAY 107		GRAVEL RIDGE	AR	72076
OZARK PIZZA COMPANY, LLC	228	911 WEST MAIN STREET		JACKSONVILLE	AR	72076-4025
OZARK PIZZA COMPANY, LLC	390	1300 S CARAWAY RD		JONESBORO	AR	72401-5853
OZARK PIZZA COMPANY, LLC	134	11321 WEST MARKHAM STREET, STE 3		LITTLE ROCK	AR	72211-2886
OZARK PIZZA COMPANY, LLC	202	5022 CLUB ROAD, STE. B		LITTLE ROCK	AR	72207
OZARK PIZZA COMPANY, LLC	3907	2000 S UNIVERSITY AVE.	STE. C	LITTLE ROCK	AR	72204-3600

OZARK PIZZA COMPANY, LLC	4975	9222 STAGECOACH ROAD		LITTLE ROCK	AR	72210
OZARK PIZZA COMPANY, LLC	3240	717 N. CARDINAL DR		MOUNTAIN HOME	AR	72653
OZARK PIZZA COMPANY, LLC	152	4612 JOHN F KENNEDY BOULEVARD, STE 6		NORTH LITTLE ROCK	AR	72116-7311
OZARK PIZZA COMPANY, LLC	3463	1518 W. COURT ST.		PARAGOULD	AR	72450
OZARK PIZZA COMPANY, LLC	985	2810 WEST WALNUT STREET, SUITE D		ROGERS	AR	72756-0318
OZARK PIZZA COMPANY, LLC	2669	700 WEST MAIN STREET		RUSSELLVILLE	AR	72801-3617
OZARK PIZZA COMPANY, LLC	5233	151 1/2 HIGHWAY 412 E		SILOAM SPRINGS	AR	72761-4772
OZARK PIZZA COMPANY, LLC	685	1108 WEST ROBINSON AVENUE		SPRINGDALE	AR	72764-6233
OZARK PIZZA COMPANY, LLC	4675	1104 BROADWAY ST.		VAN BUREN	AR	72956-4553
OZARK PIZZA COMPANY, LLC	3866	1611 NORTH MISSOURI STREET		WEST MEMPHIS	AR	72301
OZARK PIZZA COMPANY, LLC	1042	8025 SHERIDAN BOULEVARD		ARVADA	CO	80003
OZARK PIZZA COMPANY, LLC	4448	12850 W. 64TH AVE.	UNIT K	ARVADA	CO	80004
OZARK PIZZA COMPANY, LLC	1044	15493-E E HAMPDEN AVE		AURORA	CO	80013
OZARK PIZZA COMPANY, LLC	1455	580 S. CHAMBERS RD.	#18	AURORA	CO	80017
OZARK PIZZA COMPANY, LLC	1477	20941 E. SMOKY HILL RD., UNIT A		AURORA	CO	80015
OZARK PIZZA COMPANY, LLC	4258	10551 E. GARDEN DR. SUITE 104	GARDENS ON HAVANA	AURORA	CO	80012
OZARK PIZZA COMPANY, LLC	1055	6470 W. 120TH, UNIT D-4		BROOMFIELD	CO	80038
OZARK PIZZA COMPANY, LLC	3944	MILLER - WILCOX CENTER	390 S. WILCOX ST. STE. E	CASTLE ROCK	CO	80104
OZARK PIZZA COMPANY, LLC	1045	621 N UNION BLVD		COLORADO SPRINGS	CO	80909
OZARK PIZZA COMPANY, LLC	1051	3010 NORTH POWERS BOULEVARD		COLORADO SPRINGS	CO	80922-2803
OZARK PIZZA COMPANY, LLC	1457	3586 HARTSTEL DR UNIT D		COLORADO SPRINGS	CO	80920
OZARK PIZZA COMPANY, LLC	1460	3755 ASTROZON BOULEVARD		COLORADO SPRINGS	CO	80910-1041
OZARK PIZZA COMPANY, LLC	2704	6556 S. ACADEMY BLVD.	CHEYENNE MOUNTAIN/ FT. CARSON	COLORADO SPRINGS	CO	80906
OZARK PIZZA COMPANY, LLC	5515	1466 GARDEN OF THE GODS RD		COLORADO SPRINGS	CO	80907
OZARK PIZZA COMPANY, LLC	1037	6400 LEETSDALE		DENVER	CO	80224
OZARK PIZZA COMPANY, LLC	1054	2683 E 120TH	SUITE B	DENVER	CO	80233-1426
OZARK PIZZA COMPANY, LLC	1056	1111 E COLFAX AVENUE		DENVER	CO	80218-2103
OZARK PIZZA COMPANY, LLC	1458	5395 WEST 38TH AVENUE		DENVER	CO	80212-7058
OZARK PIZZA COMPANY, LLC	1461	8555 WEST BELLEVIEW AVENUE, SUITE A-2		DENVER	CO	80123-7307
OZARK PIZZA COMPANY, LLC	1472	1505 E. EVANS AVE.	UNIVERSITY OF DENVER	DENVER	CO	80210
OZARK PIZZA COMPANY, LLC	2706	7305 EAST 35TH AVENUE, SUITE 110		DENVER	CO	80238
OZARK PIZZA COMPANY, LLC	4224	18601 GREEN VALLEY RANCH BOULEVARD SUITE 106	GREEN VALLEY TOWN CENTER	DENVER	CO	80249
OZARK PIZZA COMPANY, LLC	1052	5194 S.BROADWAY		ENGLEWOOD	CO	80113
OZARK PIZZA COMPANY, LLC	1474	8655 E. ARAPAHO RD		ENGLEWOOD	CO	80112-1402
OZARK PIZZA COMPANY, LLC	4036	3140 VILLAGE VISTA	STE 102	ERIE	CO	80516
OZARK PIZZA COMPANY, LLC	4761	11854 E STAPLETON DRIVE		FALCON	CO	80831
OZARK PIZZA COMPANY, LLC	5202	8110 COLORADO BLVD. N4		FIRESTONE	CO	80504
OZARK PIZZA COMPANY, LLC	1469	8031 FOUNTAIN MESA ROAD		FOUNTAIN	CO	80817
OZARK PIZZA COMPANY, LLC	1057	9245 S. BROADWAY,SUITE 400		HIGHLANDSRANCH	CO	80129
OZARK PIZZA COMPANY, LLC	1046	1745 S WADSWORTH BLVD		LAKEWOOD	CO	80232
OZARK PIZZA COMPANY, LLC	4255	12792 W ALAMEDA PKWY STE D		LAKEWOOD	CO	80228-2858
OZARK PIZZA COMPANY, LLC	1466	9227 EAST LINCOLN AVENUE	SUITE 400	LITTLETON	CO	80124-5504
OZARK PIZZA COMPANY, LLC	3921	1779 LAKE WOODMOOR DR		MONUMENT	CO	80132
OZARK PIZZA COMPANY, LLC	1473	10641 PARKGLENN WAY		PARKER	CO	80134
OZARK PIZZA COMPANY, LLC	3518	1427 WEST U.S. HIGHWAY 50		PUEBLO	CO	81008
OZARK PIZZA COMPANY, LLC	5211	100 MCCASLIN BLVD.	SUITE 105	SUPERIOR	CO	80027
OZARK PIZZA COMPANY, LLC	4639	880 E. 88TH AVE	SUITE 130	THORNTON	CO	80229
OZARK PIZZA COMPANY, LLC	5070	1649 MONTGOMERY ROAD	SUITE 4	AURORA	IL	60504
OZARK PIZZA COMPANY, LLC	556	3809 NORTH BELT WEST		BELLEVILLE	IL	62226-5626
OZARK PIZZA COMPANY, LLC	5143	301 S. SCHMIDT ROAD		BOLINGBROOK	IL	60440
OZARK PIZZA COMPANY, LLC	4037	7856 CICERO AVE		BURBANK	IL	60459
OZARK PIZZA COMPANY, LLC	3999	2640 N. CLARK		CHICAGO	IL	60614
OZARK PIZZA COMPANY, LLC	4106	80 EAST CERMAK ROAD		CHICAGO	IL	60616
OZARK PIZZA COMPANY, LLC	4109	230 WEST DIVISION STREET		CHICAGO	IL	60610

OZARK PIZZA COMPANY, LLC	3175	203 W. LINCOLN HIGHWAY		DEKALB	IL	60115
OZARK PIZZA COMPANY, LLC	3309	1825 LARKIN AVENUE		ELGIN	IL	60123-5840
OZARK PIZZA COMPANY, LLC	1183	1276 NORTH ILLINOIS ROUTE 83		GRAYSLAKE	IL	60030-7953
OZARK PIZZA COMPANY, LLC	1963	3804 WEST ELM STREET		MCHENRY	IL	60050
OZARK PIZZA COMPANY, LLC	4870	700 COLUMBUS ST.		OTTAWA	IL	61350-5002
OZARK PIZZA COMPANY, LLC	3407	852 SHARP DRIVE	SUITE E	SHOREWOOD	IL	60404
OZARK PIZZA COMPANY, LLC	957	1321 NORTH GREEN BAY ROAD		WAUKEGAN	IL	60085-1137
OZARK PIZZA COMPANY, LLC	4929	1185 N BRIDGE ST.		YORKVILLE	IL	60560
OZARK PIZZA COMPANY, LLC	541	15266 MANCHESTER ROAD		BALLWIN	MO	63011-4601
OZARK PIZZA COMPANY, LLC	1519	1931 SOUTH MAIN ST.		JOPLIN	MO	64804
OZARK PIZZA COMPANY, LLC	5421	6317 RONALD REAGAN DR		LAKE SAINT LOUIS	MO	63367
OZARK PIZZA COMPANY, LLC	4185	1607 W STATE HIGHWAY J		OZARK	MO	65721
OZARK PIZZA COMPANY, LLC	511	9800 MANCHESTER ROAD, SUITE D		ROCK HILL	MO	63119-1228
OZARK PIZZA COMPANY, LLC	4576	201 NORTH TUCKER BOULEVARD STE E	PARK PACIFIC GARAGE BLDG.	SAINT LOUIS	MO	63101
OZARK PIZZA COMPANY, LLC	1253	3305 S CAMPBELL	STE A	SPRINGFIELD	MO	65807
OZARK PIZZA COMPANY, LLC	1288	1037 S GLENSTONE AVE		SPRINGFIELD	MO	65804
OZARK PIZZA COMPANY, LLC	1407	1814 W KEARNEY ST		SPRINGFIELD	MO	65803
OZARK PIZZA COMPANY, LLC	290	21 STONEGATE CENTER		VALLEY PARK	MO	63088-1215
OZARK PIZZA COMPANY, LLC	3386	703 W. PEARCE BLVD.		WENTZVILLE	MO	63385
OZARK PIZZA COMPANY, LLC	2802	4102 TWIN CREEKS DR.	TWIN CREEKS PLAZA STE.118	BELLEVUE	NE	68123-4083
OZARK PIZZA COMPANY, LLC	5374	15602 WHITING CIR STE 110		BENNINGTON	NE	68007
OZARK PIZZA COMPANY, LLC	905	1601 Q STREET, SUITE C		LINCOLN	NE	68508-1640
OZARK PIZZA COMPANY, LLC	1098	623 N. 48TH STREET		LINCOLN	NE	68504
OZARK PIZZA COMPANY, LLC	1181	2720 DAN AVE. STE 102		LINCOLN	NE	68504
OZARK PIZZA COMPANY, LLC	1366	5400 SOUTH 56TH STREET	SPACE 5	LINCOLN	NE	68516
OZARK PIZZA COMPANY, LLC	2125	2662 N 90TH STREET		OMAHA	NE	68134
OZARK PIZZA COMPANY, LLC	2179	4263 SOUTH 144TH STREET		OMAHA	NE	68137-1012
OZARK PIZZA COMPANY, LLC	2664	4610 S. 50TH ST.	HOLLYWOOD VIDEO	OMAHA	NE	68117-1373
OZARK PIZZA COMPANY, LLC	2795	657 NORTH 46TH STREET		OMAHA	NE	68132-2508
OZARK PIZZA COMPANY, LLC	2817	1201 S. 157TH STREET	STE 104	OMAHA	NE	68130
OZARK PIZZA COMPANY, LLC	1426	9765 Q STREET	SPACE #15	RALSTON	NE	68127
OZARK PIZZA COMPANY, LLC	1154	904 N ELM PL		BROKEN ARROW	OK	74012
OZARK PIZZA COMPANY, LLC	3991	6323 S. ELM PL.		BROKEN ARROW	OK	74011-4101
OZARK PIZZA COMPANY, LLC	5372	24192 E HIGHWAY 51		BROKEN ARROW	OK	74014
OZARK PIZZA COMPANY, LLC	3544	502 SOUTH LYNN RIGGS BLVD	SUITE 108	CLAREMORE	OK	74017
OZARK PIZZA COMPANY, LLC	3406	12174 S. WACO AVENUE		GLENPOOL	OK	74033
OZARK PIZZA COMPANY, LLC	1160	3203 WEST ROBINSON STREET		NORMAN	OK	73072-3350
OZARK PIZZA COMPANY, LLC	1196	1915 S. CLASSEN BLVD.	SUITE 101	NORMAN	OK	73071
OZARK PIZZA COMPANY, LLC	2608	12402 E 86TH ST.		OWASSO	OK	74055-2500
OZARK PIZZA COMPANY, LLC	1140	2802 E 11TH ST		TULSA	OK	74104
OZARK PIZZA COMPANY, LLC	1252	5111 S HARVARD ST		TULSA	OK	74135
OZARK PIZZA COMPANY, LLC	2128	10829 EAST 31ST STREET		TULSA	OK	74146
OZARK PIZZA COMPANY, LLC	3992	8010 E. 106TH ST		TULSA	OK	74133
OZARK PIZZA COMPANY, LLC	5505	6530 E 91ST ST		TULSA	OK	74133
P & Z CAROLINA PIZZA, LLC	1674	613C S MAIN ST		FRANKLIN	KY	42134
P & Z CAROLINA PIZZA, LLC	1880	640 WEST NINTH STREET		RUSSELLVILLE	KY	42276-1216
P & Z CAROLINA PIZZA, LLC	4187	59 PLAZA LOOP		CANTON	NC	28716
P & Z CAROLINA PIZZA, LLC	4418	155 HIGHLANDS ROAD		FRANKLIN	NC	28734
P & Z CAROLINA PIZZA, LLC	4259	500 NORTH MAIN ST	SUITE 6	MARION	NC	28752
P & Z CAROLINA PIZZA, LLC	4358	2301 US HWY 70		SWANNANOA	NC	28778
P & Z CAROLINA PIZZA, LLC	4117	78 WAYNESVILLE PLAZA		WAYNESVILLE	NC	28786
P & Z CAROLINA PIZZA, LLC	3142	12 MATHIS DRIVE		DICKSON	TN	37055
P & Z CAROLINA PIZZA, LLC	5021	2524 HIGHWAY 49E		PLEASANT VIEW	TN	37146
P & Z CAROLINA PIZZA, LLC	1889	140 WEST KNIGHT		PORTLAND	TN	37148

P & Z CAROLINA PIZZA, LLC	2974	149 RAYMOND HIRSCH PARKWAY		WHITE HOUSE	TN	37188
P J OCEAN, INC.	1856	152 ROUTE 37 EAST		TOMS RIVER	NJ	08753-5503
P.D. LIMITED OF THE UPSTATE, LLC	3748	3405 WHITEHORSE ROAD		GREENVILLE	SC	29611-5947
P.D. LIMITED OF THE UPSTATE, LLC	4798	3093 HWY 14 SOUTH	UNIT H	GREER	SC	29650
P.D. LIMITED OF THE UPSTATE, LLC	4532	12165 GREENVILLE HWY		LYMAN	SC	29365
P.D. LIMITED OF THE UPSTATE, LLC	4779	105 CELY LANE		PIEDMONT	SC	29673
PACIFIC PJ, LLC	574	1430 CLAREMONT AVENUE, SUITE 2		ASHLAND	OH	44805-3564
PACIFIC PJ, LLC	2770	922 WOOSTER ROAD		BARBERTON	OH	44203
PACIFIC PJ, LLC	884	4260 CENTER ROAD		BRUNSWICK	OH	44212
PACIFIC PJ, LLC	227	4527 TUSCARAWAS STREET WEST		CANTON	OH	44708-5336
PACIFIC PJ, LLC	538	3001 CLEVELAND AVENUE NORTHWEST		CANTON	OH	44709-2810
PACIFIC PJ, LLC	207	1206 LINCOLN WAY EAST		MASSILLON	OH	44646-6901
PACIFIC PJ, LLC	331	500 SOUTH COURT STREET		MEDINA	OH	44256-3678
PACIFIC PJ, LLC	381	1115 NORTH MAIN STREET		NORTH CANTON	OH	44720-1923
PACIFIC PJ, LLC	2353	13038 CLEVELAND AVENUE NORTHWEST		UNIONTOWN	OH	44685-8087
PACIFIC PJ, LLC	2686	132 AKRON ROAD		WADSWORTH	OH	44281-1840
PACIFIC PJ, LLC	314	1677 BEALL AVENUE		WOOSTER	OH	44691
PAGOSA JOHNS LLC	5471	158 HOT SPRINGS BLVD		PAGOSA SPRINGS	CO	81147
PAPA CANOGA, LLC	2259	22330 SHERMAN WAY	#C - 14A	CANOGA PARK	CA	91303-1076
PAPA CANOGA, LLC	2292	20442 SHERMAN WAY		CANOGA PARK	CA	91306-3109
PAPA ERDR FALL RIVER LLC	2954	167 BROADWAY		FALL RIVER	MA	02721
PAPA ERDR LENOX LLC	4065	439 PITSFIELD-LENOX ROAD		LENOX	MA	01240
PAPA ERDR LLC	3817	33 CROSBY STREET		DANBURY	CT	06810
PAPA ERDR LLC	5239	181 UNIVERSITY DR		AMHERST	MA	01002
PAPA ERDR LLC	5330	1501 DORCHESTER AVE		BOSTON	MA	02122
PAPA ERDR LLC	5370	2287 NORTHAMPTON ST		HOLYOKE	MA	01040
PAPA ERDR LLC	5319	148 SQUIRE RD		REVERE	MA	02151
PAPA ERDR LLC	3480	516 STILLWATER AVE STE. A		BANGOR	ME	04401
PAPA ERDR LLC	2858	222 ELM STREET		BIDDEFORD	ME	04005-3013
PAPA ERDR LLC	2785	850 LISBON STREET		LEWISTON	ME	04240-6680
PAPA ERDR LLC	5226	815 FOREST AVE		PORTLAND	ME	04103-4107
PAPA ERDR LLC	5080	234 NORTH MAIN STREET		CONCORD	NH	03301
PAPA ERDR LLC	2895	223 SOUTH WILLOW STREET		MANCHESTER	NH	03103-5726
PAPA ERDR LLC	3868	110 DANIEL WEBSTER HIGHWAY		NASHUA	NH	03060
PAPA ERDR LLC	5240	472 SPRINGFIELD AVE		NEWARK	NJ	07103-2022
PAPA ERDR LLC	5164	101 2ND AVENUE		RARITAN	NJ	08869
PAPA ERDR LLC	5456	1599 MINERAL SPRING AVE		NORTH PROVIDENCE	RI	02904
PAPA ERDR PAWTUCKET LLC	1865	379 SMITHFIELD AVENUE		PAWTUCKET	RI	02860
PAPA ERDR WARWICK LLC	1905	1160 POST ROAD	SUITE 10	WARWICK	RI	02888
PAPA ERDR WATERFORD LLC	4420	106 BOSTON POST ROAD		WATERFORD	CT	06385
PAPA ERDR WORCESTER II LLC	4810	406 CHANDLER STREET		WORCESTER	MA	01602-3328
PAPA JAPSIM INC.	3968	909 HILLSIDE AVE	NORTH SHORE COMMONS	NEW HYDE PARK	NY	11040
PAPA JOHN'S EATONTON LLC	4961	102 WEST MARION ST		EATONTON	GA	31024
PAPA JOHN'S NIAGARA FALLS, INC.	5106	7105 NIAGARA FALLS BLVD		NIAGARA FALLS	NY	14304
PAPA JOHN'S PADUCAH, LLC	60	3709 CLARKS RIVER ROAD		PADUCAH	KY	42003
PAPA JOHN'S PADUCAH, LLC	2865	2927 LONE OAK ROAD		PADUCAH	KY	42003-8031
PAPA JOHNS BUFFALO INC.	5204	1155 MAIN ST		BUFFALO	NY	14209
PAPA JOHNS BUFFALO INC.	5289	1625 WALDEN AVE		CHEEKTOWAGA	NY	14225
PAPA JOHNS BUFFALO INC.	5341	8584B TRANSIT RD		EAST AMHERST	NY	14051
PAPA JOHNS BUFFALO INC.	5384	360 RAINBOW BLVD		NIAGARA FALLS	NY	14303
PAPA MERCHANT VENTURES, LLC	4375	2123 HIGHWAY 90 #4		CROSBY	TX	77532
PAPA MERCHANT VENTURES, LLC	2554	4004 BROADWAY ST		HOUSTON	TX	77087-4704
PAPA MERCHANT VENTURES, LLC	4133	13500 TOMBALL PARKWAY (SR 249)		HOUSTON	TX	77086-3134
PAPA MERCHANT VENTURES, LLC	4698	4458 W. FUQUA, STE 100		HOUSTON	TX	77045

PAPA MERCHANT VENTURES, LLC	4158	1573 BANDERA RD		SAN ANTONIO	TX	78228-4006
PAPA MERCHANT VENTURES, LLC	4341	20743 HWY 46 STE 160	HEB CENTER OF BULVEDERE	SPRING BRANCH	TX	78070
PAPA MERCHANT VENTURES, LLC	4316	9521 FM 1097 RD	STE E	WILLIS	TX	77318
PAPA NEPAL, LLC	4143	2926 BALTIMORE BLVD.		FINKSBURG	MD	21048
PAPA NORTH, LLC	2081	10316 DE SOTO AVENUE		CHATSWORTH	CA	91311
PAPA NORTH, LLC	3011	18110 NORDHOFF STREET		NORTHRIDGE	CA	91325
PAPA PIZZA 3619 INC	3619	217 PATERSON AVE		EAST RUTHERFORD	NJ	07073
PAPA SIMI,LLC	2021	2202 TAPO STREET		SIMI VALLEY	CA	93063
PAPA SIMI,LLC	2481	1308 MADERA ROAD	SUITE B6	SIMI VALLEY	CA	93065
PAPA SOUTH, L.L.C.	1167	2321 HIGHWAY 45 N STE L		COLUMBUS	MS	39705
PAPA SOUTH, L.L.C.	173	1506 JACKSON AVE W		OXFORD	MS	38655
PAPA SOUTH, L.L.C.	256	500 RUSSELL AVENUE	SUITE 4	STARKVILLE	MS	39759
PAPA SOUTH, L.L.C.	1650	2200 W. MAIN ST.		TUPELO	MS	38801
PAPA TEXAS, LLC	859	711 NORTH WESTOVER BLVD SUITE G		ALBANY	GA	31707-1410
PAPA TEXAS, LLC	4682	1703 EAST OGLETHORPE BLVD		ALBANY	GA	31705
PAPA TEXAS, LLC	5262	719 E FORSYTH ST		AMERICUS	GA	31709
PAPA TEXAS, LLC	5281	719 HWY 96 STE 100		BONAIRE	GA	31005
PAPA TEXAS, LLC	767	135 VILLAGE AT GLYNN PLACE		BRUNSWICK	GA	31525
PAPA TEXAS, LLC	2922	100 NORTH HOUSTON LAKE BOULEVARD, SUITE H		CENTERVILLE	GA	31028-1718
PAPA TEXAS, LLC	5298	1207 E 16TH AVE STE A		CORDELE	GA	31015
PAPA TEXAS, LLC	3483	1110 HILLCREST PKWY	SUITE A	DUBLIN	GA	31021
PAPA TEXAS, LLC	4265	6000 LYNMARK WAY	SUITE 100	FAIRBURN	GA	30213
PAPA TEXAS, LLC	736	520 NORTH GLYNN STREET		FAYETTEVILLE	GA	30214
PAPA TEXAS, LLC	564	1507 NORTH EXPRESSWAY, UNIT 11		GRIFFIN	GA	30223
PAPA TEXAS, LLC	289	265-B TOM HILL SR. BLVD.		MACON	GA	31210-1817
PAPA TEXAS, LLC	343	4590 BILLY WILLIAMSON DRIVE		MACON	GA	31206
PAPA TEXAS, LLC	1255	1350 GRAY HWY	UNIT 102	MACON	GA	31211
PAPA TEXAS, LLC	4372	4126 HARTLEY BRIDGE ROAD		MACON	GA	31216
PAPA TEXAS, LLC	4710	1530 MERCER UNIVERSITY DRIVE		MACON	GA	31204
PAPA TEXAS, LLC	5256	4646 FORSYTH RD STE 115		MACON	GA	31210
PAPA TEXAS, LLC	380	1960 COLUMBIA STREET		MILLEDGEVILLE	GA	31061
PAPA TEXAS, LLC	518	285 TEMPLE AVENUE, SUITE E		NEWNAN	GA	30263
PAPA TEXAS, LLC	2540	90 GLENDA TRACE		NEWNAN	GA	30265
PAPA TEXAS, LLC	560	536 CROSSTOWN ROAD		PEACHTREE CITY	GA	30269
PAPA TEXAS, LLC	3295	322 NORTH PERRY PARKWAY		PERRY	GA	31069
PAPA TEXAS, LLC	2746	6586 GEORGIA HIGHWAY 40 EAST, SUITE B-1		SAINT MARYS	GA	31558-4037
PAPA TEXAS, LLC	1265	1210 EAST JACKSON STREET		THOMASVILLE	GA	31792-4792
PAPA TEXAS, LLC	1558	1805 TIFT AVENUE NORTH, SUITE C		TIFTON	GA	31794-3579
PAPA TEXAS, LLC	3420	105 STEPHENS COURT, SUITE C		TYRONE	GA	30290
PAPA TEXAS, LLC	1703	4548 JONESBORO RD., STE B	SHANNON CROSSING S.C	UNION CITY	GA	30291
PAPA TEXAS, LLC	1002	3310 INNER PERIMETER ROAD	SUITE A	VALDOSTA	GA	31602
PAPA TEXAS, LLC	299	808 RUSSELL PARKWAY		WARNER ROBINS	GA	31088-6059
PAPA TEXAS, LLC	891	1002 MEMORIAL DRIVE		WAYCROSS	GA	31501
PAPA TEXAS, LLC	1956	1323 BROADWAY AVENUE		BOISE	ID	83706
PAPA TEXAS, LLC	2372	3379 N. FIVE MILE ROAD		BOISE	ID	83713
PAPA TEXAS, LLC	3305	3110 CLEVELAND BLVD.	SUITE J - 5	CALDWELL	ID	83605
PAPA TEXAS, LLC	4791	613 E STATE STREET		EAGLE	ID	83616-5938
PAPA TEXAS, LLC	3520	1800 S. MERIDIAN STE. 103		MERIDIAN	ID	83642
PAPA TEXAS, LLC	2321	604 12TH AVENUE SOUTH		NAMPA	ID	83651
PAPA TEXAS, LLC	1289	2225 PARK RD.		CONNERSVILLE	IN	47331
PAPA TEXAS, LLC	2043	104 S ANDERSON STREET		ELWOOD	IN	46036
PAPA TEXAS, LLC	965	2425 EAST WABASH STREET		FRANKFORT	IN	46041
PAPA TEXAS, LLC	1832	1001- A N STATE STREET		GREENFIELD	IN	46140
PAPA TEXAS, LLC	2222	2310 NORTH LEBANON STREET		LEBANON	IN	46052-1110

PAPA TEXAS, LLC	5258	1100 W BROADWAY ST		MONTICELLO	IN	47960
PAPA TEXAS, LLC	858	2020 SOUTH MEMORIAL DRIVE		NEW CASTLE	IN	47362
PAPA TEXAS, LLC	2576	3104 US-36		PENDLETON	IN	46064
PAPA TEXAS, LLC	1375	625 N ROCK ROAD		DERBY	KS	67037
PAPA TEXAS, LLC	1241	8918 W 21ST ST N	STE 300	WICHITA	KS	67205-1880
PAPA TEXAS, LLC	1242	3236 N. ROCK RD. STE. 120		WICHITA	KS	67226
PAPA TEXAS, LLC	1257	7800 EAST HARRY STREET		WICHITA	KS	67207-3132
PAPA TEXAS, LLC	1401	2530 S. SENECA ST		WICHITA	KS	67217
PAPA TEXAS, LLC	1897	220 W DOUGLAS AVE SUITE 7272		WICHITA	KS	67202
PAPA TEXAS, LLC	2597	8620 W MCCORMICK AVE		WICHITA	KS	67209
PAPA TEXAS, LLC	63	3406 13TH STREET		ASHLAND	KY	41102
PAPA TEXAS, LLC	3712	4501 JACKSON STREET UNIT F		ALEXANDRIA	LA	71303
PAPA TEXAS, LLC	3875	13322 HIGHWAY 90		BOUTTE	LA	70039
PAPA TEXAS, LLC	1529	3816 WEST CONGRESS STREET		LAFAYETTE	LA	70506-6022
PAPA TEXAS, LLC	2073	2844 VEROT SCHOOL ROAD STE C		LAFAYETTE	LA	70508-6412
PAPA TEXAS, LLC	2149	1418 JOHNSTON STREET		LAFAYETTE	LA	70503-2026
PAPA TEXAS, LLC	339	2701 AIRLINE DRIVE		METAIRIE	LA	70001
PAPA TEXAS, LLC	3574	1102 EAST MAIN #B		NEW IBERIA	LA	70560
PAPA TEXAS, LLC	622	3117 CALHOUN STREET		NEW ORLEANS	LA	70125
PAPA TEXAS, LLC	4093	1522 ALLEN TOUSSAINT BLVD.		NEW ORLEANS	LA	70122
PAPA TEXAS, LLC	3862	3770 MONROE HWY.	SUITE P	PINEVILLE	LA	71360
PAPA TEXAS, LLC	3122	513 WEST PINE STREET		PONCHATOULA	LA	70454
PAPA TEXAS, LLC	1926	3316 HIGHWAY 10 E		MOORHEAD	MN	56560
PAPA TEXAS, LLC	1363	2526 N HILL ST	STE A	MERIDIAN	MS	39305
PAPA TEXAS, LLC	1586	1100 19TH AVENUE NORTH, SUITE N		FARGO	ND	58102-2269
PAPA TEXAS, LLC	1671	2730 32ND AVENUE SOUTHWEST		FARGO	ND	58103-5024
PAPA TEXAS, LLC	4586	5675 26TH AVENUE	STE 148	FARGO	ND	58104
PAPA TEXAS, LLC	2513	1515 SOUTH WASHINGTON STREET		GRAND FORKS	ND	58201
PAPA TEXAS, LLC	2344	418 S. WHITE SANDS BLVD.		ALAMOGORDO	NM	88310-6565
PAPA TEXAS, LLC	2059	1701 S. SOLANO DRIVE		LAS CRUCES	NM	88001
PAPA TEXAS, LLC	2660	1965 BATAAN MEMORIAL WEST UNIT B		LAS CRUCES	NM	88012
PAPA TEXAS, LLC	1273	333 MAIN STREET		BRIDGEPORT	OH	43912
PAPA TEXAS, LLC	690	4635 GALLIA ST.		NEW BOSTON	OH	45662
PAPA TEXAS, LLC	1504	3415-A BELL RD.		AMARILLO	TX	79109
PAPA TEXAS, LLC	1556	1005 S. GEORGIA ST.		AMARILLO	TX	79102
PAPA TEXAS, LLC	4151	6507 JESTER BLVD.	STE. 109	AUSTIN	TX	78750
PAPA TEXAS, LLC	5271	5740 E RUBEN M TORRES BLVD STE 101		BROWNSVILLE	TX	78526
PAPA TEXAS, LLC	3645	1567 MAIN ST. STE. 700		BUDA	TX	78610
PAPA TEXAS, LLC	2249	10338 SOUTH PADRE ISLAND DRIVE		CORPUS CHRISTI	TX	78418
PAPA TEXAS, LLC	2583	522 EVERHART RD		CORPUS CHRISTI	TX	78411
PAPA TEXAS, LLC	2647	4037 SARATOGA BLVD		CORPUS CHRISTI	TX	78413-2033
PAPA TEXAS, LLC	2863	13434 LEOPARD ST		CORPUS CHRISTI	TX	78410-4466
PAPA TEXAS, LLC	5294	910 S CROWLEY RD STE 17		CROWLEY	TX	76036
PAPA TEXAS, LLC	4775	3515 W FM 120 SUITE 112	CROSSROADS CENTER	DENISON	TX	75020
PAPA TEXAS, LLC	5396	325 S CEDAR RIDGE DR		DUNCANVILLE	TX	75116
PAPA TEXAS, LLC	5400	1633 W UNIVERSITY DR		EDINBURG	TX	78539
PAPA TEXAS, LLC	1370	6930 N. MESA ST.		EL PASO	TX	79912
PAPA TEXAS, LLC	1617	5151 B. FAIRBANKS DRIVE		EL PASO	TX	79924
PAPA TEXAS, LLC	1796	3910 DYER ST STE C		EL PASO	TX	79930
PAPA TEXAS, LLC	2042	2600 N MESA ST.		EL PASO	TX	79902
PAPA TEXAS, LLC	2095	11360 MONTWOOD DRIVE	SUITE F	EL PASO	TX	79936
PAPA TEXAS, LLC	2407	8838L VISCOUNT BLVD		EL PASO	TX	79925
PAPA TEXAS, LLC	4469	12371 EDGEMERE	EDGEMERE CROSSING S/C #201	EL PASO	TX	79938
PAPA TEXAS, LLC	5290	1325 GEORGE DIETER DR STE C		EL PASO	TX	79936

PAPA TEXAS, LLC	4903	1101 BERRY ST, SUITE 102		FORT WORTH	TX	76110-4506
PAPA TEXAS, LLC	4619	5310 E BELKNAP RD STE F	C/O PAPA JOHN'S	HALTOM CITY	TX	76117
PAPA TEXAS, LLC	4298	401 S 77 SUNSHINE STRIP		HARLINGEN	TX	78550
PAPA TEXAS, LLC	4709	125 KENAZO AVE UNIT N		HORIZON	TX	79928
PAPA TEXAS, LLC	5245	4310 S CLEAR CREEK RD		KILLEEN	TX	76549
PAPA TEXAS, LLC	4625	575 E. FM 150	STE J	KYLE	TX	78640
PAPA TEXAS, LLC	3688	2422 RANCH ROAD 620 SOUTH A-122		LAKEWAY	TX	78738
PAPA TEXAS, LLC	5230	2606 NE BOB BULLOCK LOOP 20	SUITE 102	LAREDO	TX	78045
PAPA TEXAS, LLC	5336	1565 W MAIN ST STE 235		LEWISVILLE	TX	75067
PAPA TEXAS, LLC	1113	2420 9TH STREET		LUBBOCK	TX	79401
PAPA TEXAS, LLC	1175	5905 82ND ST. #107		LUBBOCK	TX	79424
PAPA TEXAS, LLC	4671	405 SLIDE RD.	STE. 108	LUBBOCK	TX	79416-4315
PAPA TEXAS, LLC	2310	3519 N. 10TH ST.		MCALLEN	TX	78501
PAPA TEXAS, LLC	4482	4901 EXPRESSWAY 83	S TE 130	MCALLEN	TX	78503
PAPA TEXAS, LLC	5235	8710 W UNIVERSITY DR		MCKINNEY	TX	75071
PAPA TEXAS, LLC	5238	13610 RACEWAY DR		NORTHLAKE	TX	76262
PAPA TEXAS, LLC	5253	3612 OLTON RD		PLAINVIEW	TX	79072-6608
PAPA TEXAS, LLC	5259	2044 W OAKLAWN RD	SUITE 110	PLEASANTON	TX	78064
PAPA TEXAS, LLC	3091	1510 WILDCAT DRIVE		PORTLAND	TX	78374
PAPA TEXAS, LLC	5225	329 N SAGINAW BLVD		SAGINAW	TX	76179
PAPA TEXAS, LLC	4655	2918 N SAM RAYBURN FWY		SHERMAN	TX	75090
PAPA TEXAS, LLC	5283	10005 ALAMEDA AVE STE K		SOCORRO	TX	79927
PAPA TEXAS, LLC	3750	3112 N NAVARRO STREET		VICTORIA	TX	77901
PAPA TEXAS, LLC	250	6349 ROUTE 60 EAST	SUITE 1	BARBOURSVILLE	WV	25504
PAPA TEXAS, LLC	975	3418 ROBERT C BYRD DR		BECKLEY	WV	25801
PAPA TEXAS, LLC	1620	1230 W. MAIN ST	SUITE 600	BRIDGEPORT	WV	26330
PAPA TEXAS, LLC	172	200 PATRICK STREET, SUITE A		CHARLESTON	WV	25312-2511
PAPA TEXAS, LLC	635	4120 MACCORKLE AVENUE, SE		CHARLESTON	WV	25304
PAPA TEXAS, LLC	634	5154 W WASHINGTON ST		CROSS LANES	WV	25313
PAPA TEXAS, LLC	246	500 FAIRMONT AVENUE		FAIRMONT	WV	26554
PAPA TEXAS, LLC	111	2041 5TH AVE		HUNTINGTON	WV	25703
PAPA TEXAS, LLC	2151	3980 STATE ROUTE #34		HURRICANE	WV	25526-9081
PAPA TEXAS, LLC	439	229 BEECHURST AVENUE		MORGANTOWN	WV	26505
PAPA TEXAS, LLC	4841	51 DONAHUE DRIVE	SUITE 111	MORGANTOWN	WV	26505
PAPA TEXAS, LLC	324	1433 MACCORKLE AVENUE		ST. ALBANS	WV	25177
PAPA TEXAS, LLC	822	949 NATIONAL ROAD		WHEELING	WV	26003
PAPA ZHS CLEVELAND LLC	4958	114 FRONT STREET		BEREA	OH	44017
PAPA ZHS CLEVELAND LLC	5498	8444 E WASHINGTON ST		CHAGRIN FALLS	OH	44023
PAPA ZHS CLEVELAND LLC	646	4221 FULTON ROAD		CLEVELAND	OH	44144
PAPA ZHS CLEVELAND LLC	863	5358 TURNEY ROAD		GARFIELD HEIGHTS	OH	44125
PAPA ZHS CLEVELAND LLC	278	27315 DETROIT ROAD		WESTLAKE	OH	44145
PAPA ZHS LLC	4717	351 HOFFMAN BLVD.	UNIT 3	DUQUESNE	PA	15110
PAPA ZHS LLC	5306	660 E PITTSBURGH ST		GREENSBURG	PA	15601
PAPA ZHS LLC	5322	205 COLONY LANE		LATROBE	PA	15650
PAPA ZHS LLC	4935	5984 STEUBENVILLE PIKE RD		MCKEES ROCKS	PA	15136
PAPA ZHS LLC	344	4815 CENTRE AVE		PITTSBURGH	PA	15213
PAPA ZHS LLC	5146	272 YOST BLVD.		PITTSBURGH	PA	15221
PAPA ZHS LLC	5287	2763 E CARSON ST		PITTSBURGH	PA	15203
PAPA ZHS LLC	5474	5217 CLAIRTON BLVD		PITTSBURGH	PA	15236
PAR MAR OIL COMPANY	896	211 SOUTH KANAWHA STREET		BUCKHANNON	WV	26201-2320
PARADISE ISLANDS PIZZA, INC.	1115	2504 NORTH ROOSEVELT BLVD.		KEY WEST	FL	33040
PARADISE ISLANDS PIZZA, INC.	1803	5105 OVERSEAS HWY		MARATHON	FL	33050
PARKWAY INVESTMENTS, INC	3178	310 STEVE DRIVE		RUSSELL SPRINGS	KY	42642
PASCUAL & BLANTON, LLC	3938	3428 US HWY. 301 N	SHOPPES AT ELLENTON	ELLENTON	FL	34222

PATTERSON PIZZA, INC.	4443	3106 HIGHWAY 22	PATTERSON COMMONS PLAZA	PATTERSON	NY	12563
PAX RIVER PIZZA, LLC	1007	21690 GREAT MILLS ROAD		LEXINGTON PARK	MD	20653-6201
PENNSAUKEN PJ LLC	3912	6917 SOUTH CRESCENT BLVD (RT. 130S.)		PENNSAUKEN	NJ	08110
PENSACOLA CHRISTIAN COLLEGE, INC.	4622	5412 RAWSON LANE	PENSACOLA CHRISTIAN COLLEGE	PENSACOLA	FL	32503
PERFECT DELIVERY, INC.	873	1833 HENDERSONVILLE RD	SUITE 180	ASHEVILLE	NC	28803
PERFECT DELIVERY, INC.	1168	825-A MERRIMON AVENUE		ASHEVILLE	NC	28804
PERFECT DELIVERY, INC.	2323	1334 PATTON AVENUE		ASHEVILLE	NC	28806
PERFECT DELIVERY, INC.	2538	150 FIRST AVE E	SUITE B	HENDERSONVILLE	NC	28792
PERFECT DELIVERY, INC.	1019	3010 N MAIN ST		ANDERSON	SC	29621
PERFECT DELIVERY, INC.	3191	3906 HIGHWAY 9, UNIT A		BOILING SPRINGS	SC	29316
PERFECT DELIVERY, INC.	345	501 COLLEGE AVENUE		CLEMSON	SC	29631
PERFECT DELIVERY, INC.	1646	5192 CALHOUN MEMORIAL HIGHWAY	SUITE I	EASLEY	SC	29640
PERFECT DELIVERY, INC.	193	624 HOWELL RD		GREENVILLE	SC	29615
PERFECT DELIVERY, INC.	545	1507 POINSETT HIGHWAY		GREENVILLE	SC	29609-2928
PERFECT DELIVERY, INC.	584	1284 SOUTH PLEASANTBURG DRIVE		GREENVILLE	SC	29605-1329
PERFECT DELIVERY, INC.	2022	1311 W. WADE HAMPTON BLVD		GREER	SC	29650
PERFECT DELIVERY, INC.	1164	109 HIGHWAY 14		SIMPSONVILLE	SC	29681-6012
PERFECT DELIVERY, INC.	5228	673A FAIRVIEW RD		SIMPSONVILLE	SC	29680
PERFECT DELIVERY, INC.	749	2799 E. REIDVILLE ROAD		SPARTANBURG	SC	29301
PERFECT DELIVERY, INC.	1822	1948 E MAIN ST.		SPARTANBURG	SC	29307
PERFECT TN PIZZA, LLC	3814	15423 SOUTH FIRST STREET	MALL OF MILAN	MILAN	TN	38358
PERFECT TN PIZZA, LLC	3243	1056 B MINERAL WELLS AVE		PARIS	TN	38242
PHILADELPHIA PJ LLC	1640	6001 RIDGE AVENUE		PHILADELPHIA	PA	19128
PIE GUYS, LLC	5076	305 SHELDON VALLEY DRIVE		NOLENSVILLE	TN	37135
PIE INVESTMENTS BALTIMORE LLC	715	764 W BELAIR AVENUE		ABERDEEN	MD	21001
PIE INVESTMENTS BALTIMORE LLC	520	7400-E BELAIR ROAD		BALTIMORE	MD	21236
PIE INVESTMENTS BALTIMORE LLC	522	347 EAST 33RD STREET		BALTIMORE	MD	21218
PIE INVESTMENTS BALTIMORE LLC	524	1200 SOUTH HANOVER STREET	SUITE 103	BALTIMORE	MD	21230-3720
PIE INVESTMENTS BALTIMORE LLC	717	5246 HARFORD ROAD		BALTIMORE	MD	21214-2623
PIE INVESTMENTS BALTIMORE LLC	730	4535 FALLS ROAD	FALLS ROAD SHOPPING CENTER	BALTIMORE	MD	21210
PIE INVESTMENTS BALTIMORE LLC	4987	3733 BOSTON STREET	THE SHOPS AT CANTON CROSSING	BALTIMORE	MD	21224-5752
PIE INVESTMENTS BALTIMORE LLC	720	18-C BEL AIR S PKY		BEL AIR	MD	21015
PIE INVESTMENTS BALTIMORE LLC	526	4809 RITCHIE HIGHWAY		BROOKLYN PARK	MD	21225-3045
PIE INVESTMENTS BALTIMORE LLC	710	618 EDMONDSON AVENUE		CATONSVILLE	MD	21228
PIE INVESTMENTS BALTIMORE LLC	528	10116 YORK ROAD		COCKEYSVILLE	MD	21030
PIE INVESTMENTS BALTIMORE LLC	714	5485 HARPERS FARM ROAD		COLUMBIA	MD	21044-1106
PIE INVESTMENTS BALTIMORE LLC	716	9350 SNOWDEN RIVER PARKWAY, SUITE I		COLUMBIA	MD	21045-5275
PIE INVESTMENTS BALTIMORE LLC	525	1411 MERRITT BLVD.		DUNDALK	MD	21222
PIE INVESTMENTS BALTIMORE LLC	726	1011 E WOODBRIDGE CENTER WAY, STE. E		EDGEWOOD	MD	21040
PIE INVESTMENTS BALTIMORE LLC	1727	1325 LIBERTY ROAD	SUITE B	ELDERSBURG	MD	21784-6412
PIE INVESTMENTS BALTIMORE LLC	1725	6030 MARSHALEE DRIVE, SUITE 110		ELKRIDGE	MD	21075-5987
PIE INVESTMENTS BALTIMORE LLC	711	8525 BALTIMORE NATIONAL PIKE		ELLICOTT CITY	MD	21043-4290
PIE INVESTMENTS BALTIMORE LLC	724	2017 ROCKSPRING ROAD		FOREST HILL	MD	21050
PIE INVESTMENTS BALTIMORE LLC	708	1334 DEFENSE HIGHWAY, UNIT H		GAMBRILLS	MD	21054-1950
PIE INVESTMENTS BALTIMORE LLC	529	2 SW PERSHING AVE		GLEN BURNIE	MD	21061-3861
PIE INVESTMENTS BALTIMORE LLC	521	1407 SULPHUR SPRING ROAD, SUITE A		HALETHORPE	MD	21227-2796
PIE INVESTMENTS BALTIMORE LLC	4061	2649 ANNAPOLIS ROAD SUITE F		HANOVER	MD	21075
PIE INVESTMENTS BALTIMORE LLC	1728	8851 GORMAN ROAD, SUITE 300		LAUREL	MD	20723
PIE INVESTMENTS BALTIMORE LLC	703	529 SOUTH CAMP MEADE ROAD, SUITE 104A		LINTHICUM HEIGHTS	MD	21090-2740
PIE INVESTMENTS BALTIMORE LLC	707	115 BEACON ROAD		MIDDLE RIVER	MD	21220-3504
PIE INVESTMENTS BALTIMORE LLC	718	9103 BELAIR ROAD		NOTTINGHAM	MD	21236-1602
PIE INVESTMENTS BALTIMORE LLC	723	1200 ANNAPOLIS ROAD		ODENTON	MD	21113-1311
PIE INVESTMENTS BALTIMORE LLC	333	3201 MOUNTAIN ROAD		PASADENA	MD	21122-2056
PIE INVESTMENTS BALTIMORE LLC	709	9038 LIBERTY ROAD		RANDALLSTOWN	MD	21133-3921

PIE INVESTMENTS BALTIMORE LLC	523	11708-A REISTERSTOWN ROAD		REISTERSTOWN	MD	21136
PIE INVESTMENTS BALTIMORE LLC	527	586 BENFIELD ROAD		SEVERNA PARK	MD	21146-2530
PIE INVESTMENTS BALTIMORE LLC	530	201 YORK RD		TOWSON	MD	21204-5208
PIE INVESTMENTS BALTIMORE LLC	706	1513 EAST JOPPA ROAD		TOWSON	MD	21286-5912
PIE INVESTMENTS BALTIMORE LLC	729	250 ENGLAR RD		WESTMINSTER	MD	21157
PIE INVESTMENTS BALTIMORE LLC	705	1826 WOODLAWN DRIVE, UNIT 9&10		WOODLAWN	MD	21207-4050
PIE INVESTMENTS DC LLC	1435	13860 GEORGIA AVENUE		ASPEN HILL	MD	20906-2924
PIE INVESTMENTS DC LLC	712	11000 BALTIMORE AVENUE, SUITE 101		BELTSVILLE	MD	20705-2148
PIE INVESTMENTS DC LLC	728	6852 RACE TRACK ROAD		BOWIE	MD	20715-3011
PIE INVESTMENTS DC LLC	844	10262 LAKE ARBOR WAY		BOWIE	MD	20721-3132
PIE INVESTMENTS DC LLC	3519	12420 FAIRWOOD PARKWAY SUITE F1		BOWIE	MD	20720
PIE INVESTMENTS DC LLC	2941	15430-A OLD COLUMBIA PIKE		BURTONSVILLE	MD	20866
PIE INVESTMENTS DC LLC	2565	22610 NEWCUT ROAD	SUITE E-1A	CLARKSBURG	MD	20871
PIE INVESTMENTS DC LLC	1295	6455 OLD ALEXANDRIA FERRY ROAD		CLINTON	MD	20735-1736
PIE INVESTMENTS DC LLC	1434	18568 WOODFIELD ROAD	ROUTE 124 PLAZA	GAITHERSBURG	MD	20879
PIE INVESTMENTS DC LLC	668	11522 MIDDLEBROOK ROAD		GERMANTOWN	MD	20876
PIE INVESTMENTS DC LLC	727	8857 GREENBELT ROAD		GREENBELT	MD	20770-2451
PIE INVESTMENTS DC LLC	719	1817 EAST WEST HIGHWAY		HYATTSVILLE	MD	20783-3032
PIE INVESTMENTS DC LLC	190	13919 BALTIMORE AVENUE	STE 7	LAUREL	MD	20707-5044
PIE INVESTMENTS DC LLC	845	8445 ANNAPOLIS ROAD, SUITE B		NEW CARROLLTON	MD	20784-3011
PIE INVESTMENTS DC LLC	2377	12136 DARNESTOWN RD		NORTH POTOMAC	MD	20878
PIE INVESTMENTS DC LLC	2809	3227 SPARTAN ROAD		OLNEY	MD	20832-2335
PIE INVESTMENTS DC LLC	667	15100 FREDERICK ROAD		ROCKVILLE	MD	20850-1108
PIE INVESTMENTS DC LLC	3051	11638 ROCKVILLE PIKE		ROCKVILLE	MD	20852
PIE INVESTMENTS DC LLC	850	108 UNIVERSITY BOULEVARD WEST		SILVER SPRING	MD	20901-2440
PIE INVESTMENTS DC LLC	1726	5010 BROWN STATION ROAD, SUITE 140		UPPER MARLBORO	MD	20772-9124
PIE INVESTMENTS DC LLC	1132	11911 BUSINESS PARK DRIVE		WALDORF	MD	20601-2956
PIE INVESTMENTS DC LLC	1729	1156 SMALLWOOD DR.	ST. CHARLES TOWNE PLAZA	WALDORF	MD	20603
PIE INVESTMENTS DC LLC	722	11915 GEORGIA AVENUE		WHEATON	MD	20902-2065
PIE INVESTMENTS DC LLC	830	4529 DUKE ST		ALEXANDRIA	VA	22304
PIE INVESTMENTS DC LLC	842	6301-B RICHMOND HWY		ALEXANDRIA	VA	22306
PIE INVESTMENTS DC LLC	846	5860 KINGSTOWNE CENTER, SUITE #140		ALEXANDRIA	VA	22315-5705
PIE INVESTMENTS DC LLC	848	7646 RICHMOND HWY	MOUNT VERNON PLAZA	ALEXANDRIA	VA	22306
PIE INVESTMENTS DC LLC	1436	4106 MT VERNON AVENUE		ALEXANDRIA	VA	22305-2226
PIE INVESTMENTS DC LLC	836	2108 N GLEBE RD		ARLINGTON	VA	22207
PIE INVESTMENTS DC LLC	843	1014 S GLEBE RD		ARLINGTON	VA	22204
PIE INVESTMENTS DC LLC	1433	2440 WILSON BOULEVARD		ARLINGTON	VA	22201
PIE INVESTMENTS DC LLC	2400	44110 ASHBURN VILLAGE BOULEVARD, SUITE 132		ASHBURN	VA	20147-3999
PIE INVESTMENTS DC LLC	3461	43680 WAXPOOL RD.		ASHBURN	VA	20147-6703
PIE INVESTMENTS DC LLC	800	13826 BRADDOCK ROAD, SUITE E		CENTREVILLE	VA	20121-2454
PIE INVESTMENTS DC LLC	700	13886 METRO TECH DRIVE		CHANTILLY	VA	20151-3244
PIE INVESTMENTS DC LLC	840	10782 E FAIRFAX BLVD		FAIRFAX	VA	22030-4379
PIE INVESTMENTS DC LLC	831	500 W. BROAD STREET		FALLS CHURCH	VA	22046
PIE INVESTMENTS DC LLC	835	5860 COLUMBIA PIKE	STE 101	FALLS CHURCH	VA	22041
PIE INVESTMENTS DC LLC	3500	8126 ARLINGTON BLVD.		FALLS CHURCH	VA	22042
PIE INVESTMENTS DC LLC	999	2571 JOHN MILTON DRIVE		HERNDON	VA	20171-2527
PIE INVESTMENTS DC LLC	1999	525 EAST MARKET STREET, SUITE I		LEESBURG	VA	20176-4171
PIE INVESTMENTS DC LLC	834	1300 OLD CHAIN BRIDGE ROAD		MCLEAN	VA	22101
PIE INVESTMENTS DC LLC	2940	1020 E MAIN STREET #D	MAIN STREET STATION	PURCELLVILLE	VA	20132
PIE INVESTMENTS DC LLC	433	22034 SHAW RD. STE. 118		STERLING	VA	20164
PIE INVESTMENTS DC LLC	1233	20789 GREAT FALLS PLZ	#168	STERLING	VA	20165
PIE INVESTMENTS DC LLC	3211	24555 DULLES LANDING DRIVE	STE 140	STERLING	VA	20166
PIE INVESTMENTS DC LLC	1916	112 LAWYERS ROAD		VIENNA	VA	22180
PIE INVESTMENTS DC LLC	2532	8501 TYCO ROAD BAY #1-A		VIENNA	VA	22182-75050

PIE INVESTMENTS EDISON LLC	4122	52 LINCOLN HWY		EDISON	NJ	08820
PIE INVESTMENTS FRANKLIN PARK LLC	3870	A&P SHOPPING CENTER	3151 STATE ROUTE 27	FRANKLIN PARK	NJ	08823-1300
PIE INVESTMENTS HADDON AVE LLC	1179	104 HADDON AVENUE		WESTMONT	NJ	08108-2741
PIE INVESTMENTS HIGHLAND PARK LLC	3471	65 RARITAN AVE		HIGHLAND PARK	NJ	08904
PIE INVESTMENTS KEARNY LLC	3592	871 KEARNY AVE		KEARNY	NJ	07032
PIE INVESTMENTS MANAGEMENT, LLC	5358	701 S BROAD ST		PHILADELPHIA	PA	19147
PIE INVESTMENTS MARYLAND LLC	196	115 HILLSMERE DR.		ANNAPOLIS	MD	21403
PIE INVESTMENTS MARYLAND LLC	3575	1578 WHITEHALL RD.		ANNAPOLIS	MD	21409
PIE INVESTMENTS MARYLAND LLC	4917	2625 HOUSLEY ROAD		ANNAPOLIS	MD	21401
PIE INVESTMENTS MARYLAND LLC	3806	4930 ANNAPOLIS ROAD		BLADENSBURG	MD	20710
PIE INVESTMENTS MARYLAND LLC	4853	1201 DUTCHMAN'S CREEK DRIVE, UNIT D		BRUNSWICK	MD	21716
PIE INVESTMENTS MARYLAND LLC	4465	30320 TRIANGLE DR #11		CHARLOTTE HALL	MD	20622
PIE INVESTMENTS MARYLAND LLC	4725	3737 CHESAPEAKE BEACH ROAD		CHESAPEAKE BEACH	MD	20732
PIE INVESTMENTS MARYLAND LLC	3653	25741-A THREE NOTCH RD.		HOLLYWOOD	MD	20636
PIE INVESTMENTS MARYLAND LLC	2997	40845 MERCHANTS LANE, SUITE 120		LEONARDTOWN	MD	20650
PIE INVESTMENTS MARYLAND LLC	3206	8191 JENNIFER LANE, SUITE 100		OWINGS	MD	20736
PIE INVESTMENTS MARYLAND LLC	2712	609 SOLOMONS ISLAND ROAD		PRINCE FREDERICK	MD	20678-3915
PIE INVESTMENTS MARYLAND LLC	3994	1133 EAST WEST HWY		SILVER SPRING	MD	20910
PIE INVESTMENTS MARYLAND LLC	2748	13326 H.G. TRUEMAN BLVD.		SOLOMONS	MD	20688
PIE INVESTMENTS NORTH BRUNSWICK LLC	3210	1626 HIGHWAY 130, UNIT #1	LIONS PLAZA	NORTH BRUNSWICK	NJ	08902
PIE INVESTMENTS PINE HILL LLC	1423	614 ERIAL ROAD		PINE HILL	NJ	08021-6357
PIE INVESTMENTS PLAINFIELD LLC	3802	2319 PLAINFIELD AVE		SOUTH PLAINFIELD	NJ	07080-2926
PIE INVESTMENTS SOMERDALE LLC	1404	42 SOUTH WHITE HORSE PIKE		SOMERDALE	NJ	08083-1738
PIE INVESTMENTS UNION AVE LLC	3466	710 UNION AVE		MIDDLESEX	NJ	08846
PIE INVESTMENTS WILLIAMSTOWN LLC	3935	1180 NORTH BLACKHORSE PIKE		WILLIAMSTOWN	NJ	08094-2813
PITA HUT ENTERPRISES II, LLC	5149	701 WEST LIME STREET		LAKELAND	FL	33815
PITA HUT ENTERPRISES II, LLC	5046	AMWAY CENTER ARENA		ORLANDO	FL	32801
PITA HUT ENTERPRISES IV, LLC	5177	MIAMI FC	1350 NW 55TH STREET	FT. LAUDERDALE	FL	33309
PITA HUT ENTERPRISES V, LLC	4450	GEORGIA WORLD CONGRESS CENTER	285 ANDREW YOUNG INTERNATIONAL BLVD. NW	ATLANTA	GA	30313
PITA HUT ENTERPRISES V, LLC	4567	GEORGIA INTERNATIONAL CONVENTION CENTER	2000 CONVENTION CENTER CONCOURSE	ATLANTA	GA	30337
PITA HUT ENTERPRISES V, LLC	4884	GEORGIA TECH BOBBY DODD STADIUM	177 NORTH AVE NW	ATLANTA	GA	30313
PITA HUT ENTERPRISES V, LLC	4885	GEORGIA TECH MCCAMISH ARENA	MCCAMISH ARENA - 965 FOWLER ST NW	ATLANTA	GA	30318
PITA HUT ENTERPRISES V, LLC	4936	COBB GALLERIA CENTRE		ATLANTA	GA	30339
PITA HUT ENTERPRISES X, LLC	4922	TROPICANA FIELD		ST. PETERSBURG	FL	33705
PITA HUT ENTERPRISES X, LLC	5130	333 S FRANKLIN ST		TAMPA	FL	33602
PITA HUT ENTERPRISES XIV LLC	5525	TEXAS A&M UNIVERSITY	756 HOUSTON STREET	COLLEGE STATION	TX	77843
PITA HUT ENTERPRISES XIV LLC	5045	THE ALAMODOME	100 MONTANA STREET	SAN ANTONIO	TX	78203
PITA HUT ENTERPRISES XV LLC	5151	3150 PARADISE ROAD	LAS VEGAS CONVENTION CENTER	LAS VEGAS	NV	89109
PITA HUT ENTERPRISES XVI, LLC	4705	BALTIMORE CONVENTION CENTER	1 W. PRATT STREET	BALTIMORE	MD	21201
PITA HUT ENTERPRISES, INC.	3721	ORANGE COUNTY CONVENTION CENTER	9800 INTERNATIONAL DRIVE	ORLANDO	FL	32819
PIZZA 1, LLC	4195	37115 S GRATIOT AVENUE	NORTHPOINT PLAZA	CLINTON TOWNSHIP	MI	48036
PIZZA 3.14, LLC	4585	2914 US HWY 70 WEST	UNIT C	GOLDSBORO	NC	27530
PIZZA 3.14, LLC	5117	2900 ARENDELL STREET	SUITE 13	MOREHEAD CITY	NC	28557
PIZZA 3.14, LLC	4833	302 WEST NC HWY 55	UNIT 500	MT. OLIVE	NC	28365
PIZZA 3.14, LLC	3917	923 W CORBETT AVE STE 1	HWY 24	SWANSBORO	NC	28584
PIZZA 3.14, LLC	4683	110 RIVER OAKS DR	UNIT 102-A	TARBORO	NC	27886
PIZZA CLUB BT LLC	3898	5 MISSION ROAD	UNIT 6	TRENTON	NJ	08620
PIZZA CLUB LLC	4010	400 US 130 STE 6		EAST WINDSOR	NJ	08520
PIZZA GIRL, INC.	3843	1311 WEST FLOYD BAKER BLVD.	CHEROKEE PLAZA	GAFFNEY	SC	29341
PIZZA NE1, INC.	5399	2200 N WAYNE ST STE H		ANGOLA	IN	46703
PIZZA NE1, INC.	1907	527 W 7TH ST		AUBURN	IN	46706
PIZZA NE1, INC.	2094	492- B W PLAZA DRIVE		COLUMBIA CITY	IN	46725

PIZZA NE1, INC.	2567	1625 N MICHIGAN AVE		PLYMOUTH	IN	46563
PIZZA NE1, INC.	1908	1308 N. CASS STREET		WABASH	IN	46992
PIZZA NE1, INC.	1083	2511 E. CENTER STREET		WARSAW	IN	46580
PIZZA OIL, LLC	4557	120 26TH ST.EAST STE 100		WILLISTON	ND	58801
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3054	8455 CRESTWAY ROAD, SUITE 111		CONVERSE	TX	78109
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5092	1187 COUNTY LINE ROAD SUITE 104		NEW BRAUNFELS	TX	78130
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5137	2720 LOOP 337 STE 104		NEW BRAUNFELS	TX	78130
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5282	1050 FM 306		NEW BRAUNFELS	TX	78130
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	892	2354 NW MILITARY HIGHWAY		SAN ANTONIO	TX	78231
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	947	7350 TEZEL RD	STE 101	SAN ANTONIO	TX	78250
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1080	15050 JONES-MALTSBERGER ROAD	SUITE 1	SAN ANTONIO	TX	78247
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1112	11102 TOEPPERWEIN ROAD		SAN ANTONIO	TX	78233
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1236	12642 NACOGDOCHES RD		SAN ANTONIO	TX	78217
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1371	207 VALLEY HI DR STE 104		SAN ANTONIO	TX	78227
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1405	7870 CULEBRA RD STE 1		SAN ANTONIO	TX	78251-1460
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1557	1230 AUSTIN HWY STE. 100 B		SAN ANTONIO	TX	78209
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1664	7946 FREDRICKSBURG RD		SAN ANTONIO	TX	78229
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1949	6387 BABCOCK ROAD		SAN ANTONIO	TX	78240
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	2009	6435 SAN PEDRO AVENUE		SAN ANTONIO	TX	78216
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	2750	2602 N LOOP 1604 W STE 1051		SAN ANTONIO	TX	78248
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3053	3111 TPC PRKWY	STE 118	SAN ANTONIO	TX	78259
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3245	9902 POTRANCO, SUITE 116		SAN ANTONIO	TX	78251-9611
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3318	9123 N. LOOP 1604 W., STE. 103		SAN ANTONIO	TX	78249
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3521	23503 HARDY OAK BLVD STE 101		SAN ANTONIO	TX	78258
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	4132	100 N. SANTA ROSA ST	THE VISTANA	SAN ANTONIO	TX	78207-3205
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	4626	11823 CULEBRA RD SUITE 101		SAN ANTONIO	TX	78253
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5073	13762 POTRANCO RD	SUITE 200	SAN ANTONIO	TX	78245
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5241	14048 FM 471	SUITE 127	SAN ANTONIO	TX	78254
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3019	790 ROY RICHARD DRIVE		SCHERTZ	TX	78154
PIZZA VENTURE OF WEST TEXAS, L.L.C.	2054	3900 N. 1ST ST.	STE 3	ABILENE	TX	79603
PIZZA VENTURE OF WEST TEXAS, L.L.C.	5232	6382 BUFFALO GAP RD STE D		ABILENE	TX	79606-6098
PIZZA VENTURE OF WEST TEXAS, L.L.C.	1635	4408 WEST LOOP 250 N		MIDLAND	TX	79707
PIZZA VENTURE OF WEST TEXAS, L.L.C.	1904	2000 B 42ND STREET		ODESSA	TX	79762
PIZZA VENTURE OF WEST TEXAS, L.L.C.	1811	2440 SHERWOOD WAY		SAN ANGELO	TX	76901
PIZZA WARRIORS, LLC	740	1490 WEST GOVERNMENT ST.	STE 8	BRANDON	MS	39042
PIZZA WARRIORS, LLC	581	5791 TERRY ROAD	SUITE 203	BYRAM	MS	39272
PIZZA WARRIORS, LLC	3131	901 LAKELAND PLACE, SUITE 1		FLOWOOD	MS	39232
PIZZA WARRIORS, LLC	2160	1240 E NORTH SIDE DRIVE, SUITE 1		JACKSON	MS	39211
PIZZA WARRIORS, LLC	606	398 HIGHWAY 51 NORTH		RIDGELAND	MS	39157
PIZZERIAS, LLC	367	19625 NW 57TH AVENUE		CAROL CITY	FL	33055
PIZZERIAS, LLC	1621	1596 S. DIXIE HIGHWAY		CORAL GABLES	FL	33146
PIZZERIAS, LLC	1270	9587 NW 41ST ST		DORAL	FL	33178
PIZZERIAS, LLC	580	1315 W 49TH ST		HIALEAH	FL	33012
PIZZERIAS, LLC	2636	3120 WEST 76TH STREET SUITE D-106		HIALEAH	FL	33018-3803
PIZZERIAS, LLC	618	1860 RADIUS DR		HOLLYWOOD	FL	33020
PIZZERIAS, LLC	673	829 NORTH HOMESTEAD BLVD.		HOMESTEAD	FL	33030
PIZZERIAS, LLC	378	13905 WEST DIXIE HIGHWAY		MIAMI	FL	33161-3440
PIZZERIAS, LLC	428	8849 BISCAYNE BLVD		MIAMI	FL	33138
PIZZERIAS, LLC	513	12509-A SOUTH DIXIE HWY.		MIAMI	FL	33156
PIZZERIAS, LLC	517	1498 NE 183 RD ST		MIAMI	FL	33179
PIZZERIAS, LLC	539	2877 BISCAYNE BLVD		MIAMI	FL	33137
PIZZERIAS, LLC	546	10756 SW 72ND STREET		MIAMI	FL	33173
PIZZERIAS, LLC	551	3236 NW 7TH ST		MIAMI	FL	33125
PIZZERIAS, LLC	555	20312 NW SECOND AVE		MIAMI	FL	33169

PIZZERIAS, LLC	563	12798 S.W. 8TH STREET		MIAMI	FL	33184
PIZZERIAS, LLC	586	6701 SW 40TH ST		MIAMI	FL	33155
PIZZERIAS, LLC	692	14786 SW 56TH ST		MIAMI	FL	33185
PIZZERIAS, LLC	889	2201 CORAL WAY		MIAMI	FL	33145
PIZZERIAS, LLC	890	13716 NORTH KENDALL DRIVE		MIAMI	FL	33186
PIZZERIAS, LLC	944	9459 W FLAGLER		MIAMI	FL	33174
PIZZERIAS, LLC	1014	19343 DIXIE HIGHWAY		MIAMI	FL	33157
PIZZERIAS, LLC	1145	15900 S.W. 137TH AVENUE		MIAMI	FL	33177
PIZZERIAS, LLC	1157	8791 SW 40TH (BIRD RD)		MIAMI	FL	33165
PIZZERIAS, LLC	1354	13300 NW 27TH AVE		MIAMI	FL	33054
PIZZERIAS, LLC	1806	400 SW 8TH ST.		MIAMI	FL	33130
PIZZERIAS, LLC	2184	16834 SW 88TH STREET		MIAMI	FL	33196
PIZZERIAS, LLC	4824	2537 NW 54TH STREET		MIAMI	FL	33142
PIZZERIAS, LLC	888	1100 15TH STREET		MIAMI BEACH	FL	33139-3308
PIZZERIAS, LLC	377	15428 NORTHWEST 77TH COURT		MIAMI LAKES	FL	33016-5803
PIZZERIAS, LLC	785	104 CURTISS PARKWAY		MIAMI SPRINGS	FL	33166
PIZZERIAS, LLC	4985	14324 SW 264TH STREET	CORAL TOWN PLAZA	NARANJA	FL	33032
PIZZERIAS, LLC	1136	16850 COLLINS AVE, STE 103		NORTH MIAMI BEACH	FL	33160-4291
PJ AFFAN INC	3880	3301 E. 12TH STREET	STE 117	OAKLAND	CA	94601
PJ ARIA INC.	5360	2703 W EMAUS AVE		ALLENTOWN	PA	18103
PJ AVERIE, LLC	5469	1401 EASTON AVE		BETHLEHEM	PA	18018
PJ BALI INC	3972	3898 EL CAMINO REAL		PALO ALTO	CA	94306
PJ BHATTI INC	4921	590 E. COTATI AVE.	COTATI PLAZA UNIT B	COTATI	CA	94931
PJ BHATTI INC	3762	2198 E. 14TH ST.		SAN LEANDRO	CA	94577
PJ CENTRAL	4359	1721 E J AVE STE B-2		LANCASTER	CA	93535
PJ CENTRAL	4327	42344 W. 50TH ST		QUARTZ HILL	CA	93536
PJ CHEESE, INC.	696	565 1ST STREET NORTH		ALABASTER	AL	35007
PJ CHEESE, INC.	691	13 BILL ROBISON PARKWAY		ANNISTON	AL	36206
PJ CHEESE, INC.	1269	916 US HIGHWAY 72 E		ATHENS	AL	35611
PJ CHEESE, INC.	393	211 NORTH COLLEGE STREET		AUBURN	AL	36830-4707
PJ CHEESE, INC.	291	2505 CENTER POINT PARKWAY		BIRMINGHAM	AL	35215
PJ CHEESE, INC.	542	9109 PARKWAY EAST		BIRMINGHAM	AL	35206
PJ CHEESE, INC.	591	4500 MONTEVALLO ROAD	SUITE A108	BIRMINGHAM	AL	35210
PJ CHEESE, INC.	1377	4629 A HWY 280		BIRMINGHAM	AL	35242
PJ CHEESE, INC.	1498	1429 11TH AVENUE SOUTH		BIRMINGHAM	AL	35205
PJ CHEESE, INC.	3699	2300 RESOURCE DRIVE	ALABAMA MOBILE PIZZA STORE	BIRMINGHAM	AL	35242
PJ CHEESE, INC.	5243	100 CHELSEA CORNERS WAY	SUITE 108	CHELSEA	AL	35043
PJ CHEESE, INC.	1148	1646 2ND AVENUE S.W.		CULLMAN	AL	35055
PJ CHEESE, INC.	679	1529 6TH AVE SE		DECATUR	AL	35601
PJ CHEESE, INC.	898	2727 MALL RD		FLORENCE	AL	35630-3706
PJ CHEESE, INC.	1920	1958 RAINBOW DR		GADSDEN	AL	35901
PJ CHEESE, INC.	976	426 DECATUR HIGHWAY		GARDENDALE	AL	35071
PJ CHEESE, INC.	1937	1615 MONTGOMERY HIWAY		HOOVER	AL	35216
PJ CHEESE, INC.	318	1924 B WINCHESTER RD NE		HUNTSVILLE	AL	35811
PJ CHEESE, INC.	319	4710 UNIVERSITY DR		HUNTSVILLE	AL	35816
PJ CHEESE, INC.	346	2806 S. MEMORIAL PARKWAY	SUITE B	HUNTSVILLE	AL	35801
PJ CHEESE, INC.	370	2750 CARL T JONES DRIVE SOUTHEAST		HUNTSVILLE	AL	35802-4913
PJ CHEESE, INC.	2830	702 SOUTH PELHAM ROAD		JACKSONVILLE	AL	36265-2734
PJ CHEESE, INC.	886	680 HIGHWAY 78 WEST		JASPER	AL	35501
PJ CHEESE, INC.	371	12100 COUNTY LINE ROAD	SUITE B	MADISON	AL	35756
PJ CHEESE, INC.	5119	8644 MADISON BOULEVARD		MADISON	AL	35758
PJ CHEESE, INC.	977	316 WOODWARD AVENUE		MUSCLE SHOALS	AL	35661
PJ CHEESE, INC.	141	2503 MCFARLAND BLVD		NORTHPORT	AL	35476
PJ CHEESE, INC.	1792	2107 A PEPPERELL PKWY		OPELIKA	AL	36801

PJ CHEESE, INC.	2056	1225 SNOW STREET	SUITE 10	OXFORD	AL	36203
PJ CHEESE, INC.	1001	2128 MONTGOMERY HWY		PELHAM	AL	35124
PJ CHEESE, INC.	2640	2401 STEMLEY BRIDGE RD	#A-16	PELL CITY	AL	35128
PJ CHEESE, INC.	1647	1118 CHALKVILLE RD NORTH		TRUSSVILLE	AL	35173
PJ CHEESE, INC.	110	1330 HACKBERRY LANE		TUSCALOOSA	AL	35401
PJ CHEESE, INC.	1547	2001 SKYLAND BLVD. EAST	SUITE C-2	TUSCALOOSA	AL	35405
PJ CHEESE, INC.	368	736 MONTGOMERY HWY		VESTAVIA HILLS	AL	35216
PJ CHEESE, INC.	398	209 SOUTH COCOA BOULEVARD		COCOA	FL	32922-7649
PJ CHEESE, INC.	1003	30 SOUTH ATLANTIC AVENUE		DAYTONA BEACH	FL	32118-4332
PJ CHEESE, INC.	2115	1506 SOUTH NOVA ROAD		DAYTONA BEACH	FL	32114-5816
PJ CHEESE, INC.	4677	DAYTONA INTERNATIONAL SPEEDWAY	1801 W. INTERNATIONAL SPEEDWAY BLVD.	DAYTONA BEACH	FL	32114
PJ CHEESE, INC.	664	1129 NORTH WOODLAND BOULEVARD		DELAND	FL	32720-2249
PJ CHEESE, INC.	1428	1583 NORTH NOVA ROAD		HOLLY HILL	FL	32117-3048
PJ CHEESE, INC.	449	434 EAST MERRITT IS. CAUSEWAY		MERRITT ISLAND	FL	32952
PJ CHEESE, INC.	782	601 SOUTH DIXIE HIGHWAY		NEW SMYRNA BEACH	FL	32168-7355
PJ CHEESE, INC.	877	1425 WEST GRANADA BOULEVARD UNIT 7		ORMOND BEACH	FL	32174-8113
PJ CHEESE, INC.	2183	1489 PALM COAST PARKWAY, SUITE 1		PALM COAST	FL	32137-4720
PJ CHEESE, INC.	2801	1760 DUNLAWTON AVE, SUITE102		PORT ORANGE	FL	32127
PJ CHEESE, INC.	763	3 SOUTH WASHINGTON AVENUE		TITUSVILLE	FL	32796
PJ CHEESE, INC.	862	125 RED BUD ROAD NE, SUITE 6		CALHOUN	GA	30701
PJ CHEESE, INC.	809	7 SOUTH DIXIE AVENUE		CARTERSVILLE	GA	30120
PJ CHEESE, INC.	2240	2120 HIGHWAY 76, SUITE 3		CHATSWORTH	GA	30705-6347
PJ CHEESE, INC.	249	100 WEST WALNUT AVENUE, SUITE 2		DALTON	GA	30720-8427
PJ CHEESE, INC.	610	1537 BATTLEFIELD PARKWAY		FORT OGLETHORPE	GA	30742-4015
PJ CHEESE, INC.	829	925 TURNER MCCALL BOULEVARD NORTHEAST		ROME	GA	30161-2928
PJ CHEESE, INC.	445	906 W. GOODMAN ROAD		HORNLAKE	MS	38637
PJ CHEESE, INC.	1200	7423 GOODMAN RD		OLIVE BRANCH	MS	38654
PJ CHEESE, INC.	1232	9160 HIGHWAY 64 SUITE 14		ARLINGTON	TN	38002-8094
PJ CHEESE, INC.	1675	1515 DECATUR PIKE		ATHENS	TN	37303-2421
PJ CHEESE, INC.	162	6828 STAGE ROAD		BARTLETT	TN	38134-3810
PJ CHEESE, INC.	279	3908 HIXSON PIKE		CHATTANOOGA	TN	37415-3525
PJ CHEESE, INC.	332	5210 BRAINERD ROAD, SUITE C		CHATTANOOGA	TN	37411-5343
PJ CHEESE, INC.	444	7000 LEE HIGHWAY	STE 500	CHATTANOOGA	TN	37421
PJ CHEESE, INC.	4357	2700 S. BROAD STREET		CHATTANOOGA	TN	37408
PJ CHEESE, INC.	223	2417 KEITH STREET NORTHWEST, SUITE 105		CLEVELAND	TN	37311-1310
PJ CHEESE, INC.	446	622 WEST POPLAR		COLLIERVILLE	TN	38017
PJ CHEESE, INC.	201	GERMANTOWN PARKWAY SHOPS	830 N GERMANTOWN PKY STE 108	CORDOVA	TN	38018
PJ CHEESE, INC.	2251	4009 RHEA COUNTY HIGHWAY, UNIT III		DAYTON	TN	37321-6010
PJ CHEESE, INC.	627	638 US HIGHWAY 51 BYPASS WEST		DYERSBURG	TN	38024-1949
PJ CHEESE, INC.	876	1315 E. ANDREW JOHNSON HWY., SUITE 5		GREENEVILLE	TN	37745
PJ CHEESE, INC.	2076	5944 HIGHWAY 58		HARRISON	TN	37341-9533
PJ CHEESE, INC.	746	6210 HIXSON PIKE		HIXSON	TN	37343-3045
PJ CHEESE, INC.	1562	2089 NORTH HIGHLAND AVENUE, SUITE D		JACKSON	TN	38305-4900
PJ CHEESE, INC.	2639	617 E BROADWAY BLVD		JEFFERSON CITY	TN	37760-4906
PJ CHEESE, INC.	2250	785 HIGHWAY 321 NORTH	SUITE 7	LENOIR CITY	TN	37771
PJ CHEESE, INC.	153	7948 WINCHESTER RD. STE. 110		MEMPHIS	TN	38125
PJ CHEESE, INC.	163	3267 AUSTIN PEAY HIGHWAY		MEMPHIS	TN	38128
PJ CHEESE, INC.	175	2757 SOUTH MENDENHALL ROAD, #6		MEMPHIS	TN	38115
PJ CHEESE, INC.	176	4213 SUMMER AVE.		MEMPHIS	TN	38122-4043
PJ CHEESE, INC.	231	6515 POPLAR AVENUE	SUITE 111	MEMPHIS	TN	38119
PJ CHEESE, INC.	298	1436 UNION AVENUE		MEMPHIS	TN	38104-3624
PJ CHEESE, INC.	4454	1551 EAST BROOKS ROAD	SUITE 101	MEMPHIS	TN	38116
PJ CHEESE, INC.	257	2138 W. ANDREW JOHNSON HIGHWAY		MORRISTOWN	TN	37814

PJ CHEESE, INC.	2438	1047 COSBY HIWAY		NEWPORT	TN	37821
PJ CHEESE, INC.	2055	9408 APISON PIKE, SUITE B-6		OOLTEWAH	TN	37363
PJ CHEESE, INC.	5264	1667 OOLTEWAH RINGGOLD RD		OOLTEWAH	TN	37363
PJ CHEESE, INC.	738	3152 PARKWAY #14		PIGEON FORGE	TN	37863
PJ CHEESE, INC.	1165	739 DOLLY PARTON PKWY., SUITE A		SEVIERVILLE	TN	37862
PJ CHEESE, INC.	1941	10725 CHAPMAN HWY	#14	SEYMOUR	TN	37865
PJ CHEESE, INC.	810	5540 CALDER AVENUE		BEAUMONT	TX	77706-6302
PJ CHEESE, INC.	1169	1409 W LOOP 281 STE C		LONGVIEW	TX	75604
PJ CHEESE, INC.	2530	905 E MARSHALL AVENUE		LONGVIEW	TX	75601-5502
PJ CHEESE, INC.	903	1205 SOUTH 1ST STREET		LUFKIN	TX	75901
PJ CHEESE, INC.	636	2702 NORTH STREET		NACOGDOCHES	TX	75965
PJ CHEESE, INC.	645	3004 HIGHWAY 365		NEDERLAND	TX	77627
PJ CHEESE, INC.	3590	2305 MACARTHUR DRIVE		ORANGE	TX	77630
PJ CHEESE, INC.	1263	4003 NORTH STATELINE AVENUE		TEXARKANA	TX	75503-3134
PJ CHEESE, INC.	793	6751 S BROADWAY AVE.		TYLER	TX	75703
PJ CHEESE, INC.	1227	631 S BECKHAM AVE		TYLER	TX	75701-1901
PJ CHEESE, INC.	759	1305 LONG STREET, SUITE A		CHARLOTTESVILLE	VA	22901-4901
PJ CHEESE, INC.	760	2171 IVY ROAD, SUITE 1		CHARLOTTESVILLE	VA	22903
PJ CHEESE, INC.	4887	UNIVERSITY OF VIRGINIA SCOTT STADIUM		CHARLOTTESVILLE	VA	22903
PJ CHEESE, INC.	4888	UNIVERSITY OF VIRGINIA JOHN PAUL JONES ARENA		CHARLOTTESVILLE	VA	22903
PJ CHEESE, INC.	592	1148-A VOLVO PARKWAY		CHESAPEAKE	VA	23320
PJ CHEESE, INC.	620	3115 WESTERN BRANCH BLVD		CHESAPEAKE	VA	23321
PJ CHEESE, INC.	789	359 SOUTH BATTLEFIELD BLVD.		CHESAPEAKE	VA	23322
PJ CHEESE, INC.	974	4221 INDIAN RIVER ROAD		CHESAPEAKE	VA	23325-3033
PJ CHEESE, INC.	1614	3360 S MILITARY HIGHWAY		CHESAPEAKE	VA	23323
PJ CHEESE, INC.	688	9831 CHESTER ROAD		CHESTER	VA	23831
PJ CHEESE, INC.	867	3635 - B BOULEVARD		COLONIAL HEIGHTS	VA	23834
PJ CHEESE, INC.	215	9853 BROOK ROAD, SUITE 101		GLEN ALLEN	VA	23059
PJ CHEESE, INC.	558	4740 GEORGE WASHINGTON MEMORIAL HWY. STE D		GRAFTON	VA	23692
PJ CHEESE, INC.	642	231 EAST MERCURY BLVD.		HAMPTON	VA	23669
PJ CHEESE, INC.	672	901 BIG BETHEL ROAD		HAMPTON	VA	23666
PJ CHEESE, INC.	1932	3370 COMMANDER SHEPARD BLVD.		HAMPTON	VA	23666
PJ CHEESE, INC.	3838	2217 KECOUGHTAN ROAD		HAMPTON	VA	23661
PJ CHEESE, INC.	296	8903 PATTERSON AVENUE		HENRICO	VA	23229
PJ CHEESE, INC.	874	5113 OAKLAWN BLVD		HOPEWELL	VA	23860
PJ CHEESE, INC.	373	7111 MECHANICSVILLE TPK.		MECHANICSVILLE	VA	23111
PJ CHEESE, INC.	273	14209 MIDLOTHIAN TURNPIKE		MIDLOTHIAN	VA	23113-6525
PJ CHEESE, INC.	1590	6633 LAKE HARBOUR DRIVE		MIDLOTHIAN	VA	23112
PJ CHEESE, INC.	271	15507 WARWICK BOULEVARD		NEWPORT NEWS	VA	23608
PJ CHEESE, INC.	448	12638 JEFFERSON AVENUE	STE 23	NEWPORT NEWS	VA	23602
PJ CHEESE, INC.	1374	712 J CLYDE MORRIS BLVD STE A		NEWPORT NEWS	VA	23601
PJ CHEESE, INC.	595	4037 E LITTLE CREEK RD STE B		NORFOLK	VA	23518
PJ CHEESE, INC.	612	2001 COLLEY AVENUE, SUITE B		NORFOLK	VA	23517-1501
PJ CHEESE, INC.	978	7639 GRANBY STREET		NORFOLK	VA	23505
PJ CHEESE, INC.	973	4714 PORTSMOUTH BOULEVARD		PORTSMOUTH	VA	23701-2308
PJ CHEESE, INC.	191	10054 ROBIOUS RD		RICHMOND	VA	23235
PJ CHEESE, INC.	238	1200 W. MAIN		RICHMOND	VA	23220
PJ CHEESE, INC.	334	6823 FOREST HILL AVE		RICHMOND	VA	23225
PJ CHEESE, INC.	385	9038 W BROAD ST		RICHMOND	VA	23294
PJ CHEESE, INC.	442	9811 HULL STREET ROAD		RICHMOND	VA	23236
PJ CHEESE, INC.	443	3067 LAUDERDALE DRIVE		RICHMOND	VA	23233
PJ CHEESE, INC.	1240	4744 S LABURNUM AVE	AUDOBON CROSSING SHOPPING CENTER	RICHMOND	VA	23231
PJ CHEESE, INC.	2717	6100-D WEST BROAD STREET		RICHMOND	VA	23230-2205

PJ CHEESE, INC.	3871	551 EAST LABURNUM AVENUE		RICHMOND	VA	23222
PJ CHEESE, INC.	4028	4152 MEADOWDALE BLVD.		RICHMOND	VA	23234
PJ CHEESE, INC.	4423	RICHMOND INTERNATIONAL RACEWAY	600 E. LABURNUM AVE.	RICHMOND	VA	23222
PJ CHEESE, INC.	5027	THE DIAMOND BASEBALL STADIUM	FLYING SQUIRRELS - 3001 NORTH BLVD	RICHMOND	VA	23230
PJ CHEESE, INC.	1532	810 N. MAIN STREET		SUFFOLK	VA	23434
PJ CHEESE, INC.	552	5192 FAIRFIELD SHOPPING CENTER		VIRGINIA BEACH	VA	23464
PJ CHEESE, INC.	553	2052 S. INDEPENDENCE BLVD., SUITE 4		VIRGINIA BEACH	VA	23453
PJ CHEESE, INC.	801	602 N BIRDNECK RD		VIRGINIA BEACH	VA	23451
PJ CHEESE, INC.	820	4505 HAYGOOD ROAD		VIRGINIA BEACH	VA	23455
PJ CHEESE, INC.	1648	1615 GENERAL BOOTH BLVD		VIRGINIA BEACH	VA	23454
PJ CHEESE, INC.	1943	1423 N. GREAT NECK RD		VIRGINIA BEACH	VA	23454
PJ CHEESE, INC.	2070	3784 VIRGINIA BEACH BLVD		VIRGINIA BEACH	VA	23452
PJ CHEESE, INC.	151	5251 JOHN TYLER HWY	WILLIAMSBURG CROSSING CENTER	WILLIAMSBURG	VA	23185-8808
PJ CHEESE, INC.	3940	5559 OLDE TOWNE ROAD		WILLIAMSBURG	VA	23188
PJ CHILL, LLC	244	376 NORTH HIGH STREET		CHILLICOTHE	OH	45601-1631
PJ CHIPPEWA, L.L.C.	3133	2333 CHIPPEWA STREET		BATON ROUGE	LA	70805
PJ CHIPPEWA, L.L.C.	3602	19900 OLD SCENIC HWY STE A		ZACHARY	LA	70791
PJ CLEVELAND LLC	2596	2229 EAST FLORIDA AVENUE		HEMET	CA	92544-4752
PJ CLEVELAND LLC	3283	25381 RAILROAD CANYON ROAD 11C		LAKE ELSINORE	CA	92532
PJ CLEVELAND LLC	3077	30145 ANTELOPE ROAD, SUITE B-102		MENIFEE	CA	92584
PJ CLEVELAND LLC	2319	40770 CALIFORNIA OAKS ROAD, SUITE B		MURRIETA	CA	92562-5727
PJ CLEVELAND LLC	3503	120 RAMONA EXPY STE D		PERRIS	CA	92571
PJ CLEVELAND LLC	2258	30590 RANCHO CALIFORNIA ROAD, SUITE 307		TEMECULA	CA	92591-3280
PJ FAST ANNA LLC	4685	WILLOW CREEK PLAZA	810 W. WHITE ST STE 500	ANNA	TX	75409
PJ FAST GREENVILLE, LLC	4787	7215 I-30 FRONTAGE RD.		GREENVILLE	TX	75402
PJ FAST GREENVILLE, LLC	4867	572 W I-30 FRONTAGE RD	WALMART S/C	ROYSE	TX	75189
PJ FAST GREENVILLE, LLC	1198	3705B SHEPPARD ACCESS ROAD		WICHITA FALLS	TX	76306
PJ FAST GREENVILLE, LLC	1199	2922 KEMP BLVD		WICHITA FALLS	TX	76308
PJ FAST LAWTON LLC	4377	2112 NW CACHE ROAD		LAWTON	OK	73505
PJ FORT MYERS, LLC	3362	215 HABERSHAM VILLAGE CIRCLE		CORNELIA	GA	30531
PJ HAYES LLC	4243	4766 GEORGE WASHINGTON MEMORIAL HWY.		HAYES	VA	23072
PJ HOOD, INC.	5404	605 S PRESTON RD STE 120		CELINA	TX	75009
PJ HOOD, INC.	5089	2441 EAST US HIGHWAY 377		GRANBURY	TX	76049
PJ HOOD, INC.	5088	1011 E. MAIN ST.		MIDLOTHIAN	TX	76065
PJ LAS VEGAS, LLC	1970	75 S. VALLE VERDE	BLDG 200, SUITE 220	HENDERSON	NV	89012
PJ LAS VEGAS, LLC	2058	771 E. HORIZON DRIVE STE. 156		HENDERSON	NV	89015
PJ LAS VEGAS, LLC	1380	1411 N JONES BLVD. STE 100		LAS VEGAS	NV	89108
PJ LAS VEGAS, LLC	1531	3460 EAST SUNSET RD.	SUITE U	LAS VEGAS	NV	89120
PJ LAS VEGAS, LLC	1670	241 N NELLIS BOULEVARD, SUITE #102		LAS VEGAS	NV	89110-5399
PJ LAS VEGAS, LLC	1804	450 S BUFFALO DR STE 101		LAS VEGAS	NV	89145
PJ LAS VEGAS, LLC	1971	9255 SOUTH EASTERN AVENUE, SUITE 320		LAS VEGAS	NV	89123-3278
PJ LAS VEGAS, LLC	2401	5045 W TROPICANA AVE	SUITE 101	LAS VEGAS	NV	89103-5079
PJ LAS VEGAS, LLC	2818	10217 WEST CHARLESTON BOULEVARD, SUITE A		LAS VEGAS	NV	89135-1021
PJ LAS VEGAS, LLC	2819	4790 SOUTH FORT APACHE ROAD		LAS VEGAS	NV	89147-7933
PJ LAS VEGAS, LLC	2820	1010 EAST DESERT INN ROAD		LAS VEGAS	NV	89109-2807
PJ LAS VEGAS, LLC	2960	8440 FARM RD STE 110		LAS VEGAS	NV	89131-8158
PJ LAS VEGAS, LLC	3571	9285 CIMARRON RD. #105		LAS VEGAS	NV	89178
PJ LAS VEGAS, LLC	3958	8574 W. LAKE MEAD BLVD.	BIG LOTS S/C	LAS VEGAS	NV	89128
PJ LAS VEGAS, LLC	4232	5060 BOULDER HIGHWAY		LAS VEGAS	NV	89122
PJ LAS VEGAS, LLC	4898	10450 DECATUR BLVD.	STE 105	LAS VEGAS	NV	89141
PJ LAS VEGAS, LLC	5348	2400 S RANCHO DR #120		LAS VEGAS	NV	89102
PJ LAS VEGAS, LLC	5457	6965 S RAINBOW BLVD STE 100		LAS VEGAS	NV	89118
PJ LAS VEGAS, LLC	1530	4444 WEST CRAIG ROAD, SUITE 124		NORTH LAS VEGAS	NV	89032-2726
PJ LAS VEGAS, LLC	2625	5570 CAMINO AL NORTE	STE D2	NORTH LAS VEGAS	NV	89031-0809

PJ LOUISIANA, L.L.C.	963	257-A LEE DR		BATON ROUGE	LA	70808
PJ LOUISIANA, L.L.C.	1133	12330 FLORIDA BLVD	STE 1	BATON ROUGE	LA	70815
PJ LOUISIANA, L.L.C.	1176	13365 COURSEY BLVD		BATON ROUGE	LA	70816
PJ LOUISIANA, L.L.C.	1249	12520 PERKINS ROAD		BATON ROUGE	LA	70810
PJ LOUISIANA, L.L.C.	1893	7569 JEFFERSON HIGHWAY		BATON ROUGE	LA	70806
PJ LOUISIANA, L.L.C.	3616	14455 WAX RD. STE. R		BATON ROUGE	LA	70818
PJ LOUISIANA, L.L.C.	3697	LSU TIGER STADIUM	WEST STADIUM RD.	BATON ROUGE	LA	70893
PJ LOUISIANA, L.L.C.	582	1352 AIRLINE DRIVE, SUITE 2		BOSSIER CITY	LA	71112-3000
PJ LOUISIANA, L.L.C.	3894	33875 HWY 16		DENHAM SPRINGS (WATSON)	LA	70706
PJ LOUISIANA, L.L.C.	1536	324 S BURNSIDE AVE	SUITE A	GONZALES	LA	70737
PJ LOUISIANA, L.L.C.	2223	650 W MCNEESE STREET		LAKE CHARLES	LA	70605-5558
PJ LOUISIANA, L.L.C.	1550	1241 ENTRANCE RD	KAYLA PLACE - SUITE #3	LEESVILLE	LA	71446
PJ LOUISIANA, L.L.C.	3601	17532 AIRLINE HIGHWAY STE. D		PRAIRIEVILLE	LA	70769
PJ LOUISIANA, L.L.C.	681	9225 MANSFIELD ROAD		SHREVEPORT	LA	71118-3152
PJ LOUISIANA, L.L.C.	872	3950 YOUREE DRIVE		SHREVEPORT	LA	71105-4111
PJ LOUISIANA, L.L.C.	2351	1411 BEGLIS PKWY		SULPHUR	LA	70663-5600
PJ LOUISIANA, L.L.C.	3732	28977 WALKER SOUTH RD		WALKER	LA	70785
PJ MANCHESTER LLC	5407	100 TOLLAND TPKE		MANCHESTER	CT	06042
PJ MAS LLC	3752	533 WASHINGTON STREET		BRIGHTON	MA	02135
PJ MAS LLC	5473	597 ESSEX ST		LYNN	MA	01901
PJ MAYFIELD, LLC	4970	1265 PARIS ROAD		MAYFIELD	KY	42066
PJ MERRICK INC	3226	109-28 MERRICK BLVD		JAMAICA	NY	11433
PJ MILL CREEK LLC	4326	1042 MILL CREEK ROAD		ALLENTOWN	PA	18106
PJ MONTGOMERY, LLC	5389	91 KELLEY BLVD		MILLBROOK	AL	36054
PJ MONTGOMERY, LLC	212	2545 MADISON AVENUE		MONTGOMERY	AL	36107
PJ MONTGOMERY, LLC	251	6615 ATLANTA HWY		MONTGOMERY	AL	36117
PJ MONTGOMERY, LLC	427	3015 CARTER HILL ROAD		MONTGOMERY	AL	36111
PJ MONTGOMERY, LLC	1919	8149 VAUGHN ROAD		MONTGOMERY	AL	36116
PJ MONTGOMERY, LLC	5295	9529 VAUGHN RD		PIKE ROAD	AL	36064
PJ MONTGOMERY, LLC	1226	115 S. MEMORIAL DR., HERITAGE PLACE SHOPPING CTR.		PRATTVILLE	AL	36067
PJ MONTGOMERY, LLC	5133	5366 U.S. HWY. 231 #E		WETUMPKA	AL	36092
PJ NATIONAL BRONX, LLC	2978	1520 WESTCHESTER AVENUE		BRONX	NY	10472
PJ NATIONAL BRONX, LLC	2985	475 WILLIS AVENUE		BRONX	NY	10455
PJ NATIONAL BRONX, LLC	2991	3746 3RD AVENUE		BRONX	NY	10456
PJ NATIONAL BRONX, LLC	3116	1979 JEROME AVENUE		BRONX	NY	10453
PJ NATIONAL BRONX, LLC	3355	362 E. 204TH STREET		BRONX	NY	10467
PJ NATIONAL BRONX, LLC	3450	3929 WHITE PLAINS RD.		BRONX	NY	10466
PJ NATIONAL BRONX, LLC	4107	868 EAST TREMONT AVE		BRONX	NY	10460
PJ NATIONAL BRONX, LLC	4178	2733 WHITE PLAINS ROAD		BRONX	NY	10467
PJ NATIONAL BRONX, LLC	3197	4304 NATIONAL STREET		CORONA	NY	11368
PJ NATIONAL BRONX, LLC	5138	6 N 3rd Ave		MOUNT VERNON	NY	10550
PJ NATIONAL BRONX, LLC	4939	4117 BROADWAY		NEW YORK	NY	10033
PJ NATIONAL BROOKLYN, LLC	2936	945 PENNSYLVANIA AVE		BROOKLYN	NY	11207
PJ NATIONAL BROOKLYN, LLC	2950	12 SUTTER AVENUE		BROOKLYN	NY	11212
PJ NATIONAL BROOKLYN, LLC	2972	1011 BROADWAY		BROOKLYN	NY	11221
PJ NATIONAL BROOKLYN, LLC	3039	1701 RALPH AVENUE #1703		BROOKLYN	NY	11236
PJ NATIONAL BROOKLYN, LLC	3408	601 ROGERS AVE.		BROOKLYN	NY	11225
PJ NATIONAL BROOKLYN, LLC	3736	1915 NOSTRAND AVE		BROOKLYN	NY	11226
PJ NATIONAL BROOKLYN, LLC	4200	189 AVENUE U		BROOKLYN	NY	11223
PJ NATIONAL BROOKLYN, LLC	4943	2124 MERMAID AVE		BROOKLYN	NY	11224
PJ NATIONAL BROOKLYN, LLC	5048	8015 5TH AVENUE		BROOKLYN	NY	11209
PJ NATIONAL BROOKLYN, LLC	4790	147-20 ROCKAWAY BLVD SOUTH		SOUTH OZONE PARK	NY	11436
PJ NATIONAL MINNESOTA LLC	1274	15465 CEDAR AVENUE, SUITE 140		APPLE VALLEY	MN	55124-3401
PJ NATIONAL MINNESOTA LLC	1722	12547 CENTRAL AVENUE NORTHEAST		BLAINE	MN	55434-4861

PJ NATIONAL MINNESOTA LLC	4262	10506 FRANCE AVENUE SOUTH		BLOOMINGTON	MN	55431
PJ NATIONAL MINNESOTA LLC	1936	4610 85TH AVENUE NORTH, SUITE 16A		BROOKLYN PARK	MN	55443-1957
PJ NATIONAL MINNESOTA LLC	1573	224 PIONEER TRAIL		CHASKA	MN	55318-1169
PJ NATIONAL MINNESOTA LLC	1939	5098 CENTRAL AVENUE NORTHEAST		COLUMBIA HEIGHTS	MN	55421-1872
PJ NATIONAL MINNESOTA LLC	1632	3344 PROMENADE AVENUE, SUITE 107		EAGAN	MN	55121-2261
PJ NATIONAL MINNESOTA LLC	4350	2040 CLIFF ROAD		EAGAN	MN	55122
PJ NATIONAL MINNESOTA LLC	1285	7726 OLSON MEMORIAL HIGHWAY		GOLDEN VALLEY	MN	55427-4708
PJ NATIONAL MINNESOTA LLC	4927	17668 KENWOOD TRAIL		LAKEVILLE	MN	55044
PJ NATIONAL MINNESOTA LLC	1838	2501 WHITE BEAR AVE STE A13		MAPLEWOOD	MN	55109
PJ NATIONAL MINNESOTA LLC	1092	4618 NICOLLET AVENUE		MINNEAPOLIS	MN	55419
PJ NATIONAL MINNESOTA LLC	1134	2226 HENNEPIN AVENUE		MINNEAPOLIS	MN	55405-2737
PJ NATIONAL MINNESOTA LLC	1162	479 87TH LANE NORTHEAST		MINNEAPOLIS	MN	55434-1025
PJ NATIONAL MINNESOTA LLC	1190	2639 UNIVERSITY AVE SE	SUITE 130	MINNEAPOLIS	MN	55414
PJ NATIONAL MINNESOTA LLC	1256	11313 HWY 7	COUNTRY VILLAGE CENTER	MINNETONKA	MN	55305
PJ NATIONAL MINNESOTA LLC	1634	3500 VICKSBURG LANE, SUITE 300		PLYMOUTH	MN	55447-1334
PJ NATIONAL MINNESOTA LLC	1222	740 WEST 78TH STREET		RICHFIELD	MN	55423-3914
PJ NATIONAL MINNESOTA LLC	1720	4121 LAKELAND AVENUE NORTH		ROBBINSDALE	MN	55422-1831
PJ NATIONAL MINNESOTA LLC	1116	1133 LARPENTEUR AVENUE WEST		ROSEVILLE	MN	55113-6335
PJ NATIONAL MINNESOTA LLC	1216	6314 MINNETONKA BOULEVARD		SAINT LOUIS PARK	MN	55416-2061
PJ NATIONAL MINNESOTA LLC	1017	1909 SUBURBAN AVENUE		SAINT PAUL	MN	55119
PJ NATIONAL MINNESOTA LLC	1514	504 LEXINGTON PARKWAY SOUTH	RANDOLPH HILL S/C	SAINT PAUL	MN	55105
PJ NATIONAL MINNESOTA LLC	1717	14160 HIGHWAY 13 SOUTH		SAVAGE	MN	55378-2192
PJ NATIONAL MINNESOTA LLC	4402	1330 ROBERT STREET SOUTH		WEST ST PAUL	MN	55118
PJ NATIONAL MINNESOTA LLC	1091	1960 DONEGAL ROAD		WOODBURY	MN	55125-5801
PJ NATIONAL NEW JERSEY, LLC	5022	39 PORTLAND AVE		BERGENFIELD	NJ	07621
PJ NATIONAL NEW JERSEY, LLC	3526	721 ANDERSON AVE		CLIFFSIDE PARK	NJ	07010
PJ NATIONAL NEW JERSEY, LLC	1965	76 LAKEVIEW AVENUE		CLIFTON	NJ	07011-4006
PJ NATIONAL NEW JERSEY, LLC	1826	443 PASSAIC STREET		HACKENSACK	NJ	07601-1518
PJ NATIONAL NEW JERSEY, LLC	3743	376 QUEEN ANNE RD		TEANECK	NJ	07666
PJ NATIONAL NEW JERSEY, LLC	3513	759 ST. GEORGE AVENUE STE. C		WOODBRIDGE	NJ	07095
PJ NATIONAL NEW YORK, LLC	3618	571 NEW SCOTLAND AVE.		ALBANY	NY	12208
PJ NATIONAL NEW YORK, LLC	3088	90-35 CORONA AVENUE		ELMHURST	NY	11373
PJ NATIONAL NEW YORK, LLC	2944	28 GUY LOMBARDO AVE.		FREEPORT	NY	11520
PJ NATIONAL NEW YORK, LLC	3285	285 S BROADWAY UNIT 4		HICKSVILLE	NY	11801
PJ NATIONAL NEW YORK, LLC	3949	601 MAIN STREET		NEW ROCHELLE	NY	10801-7112
PJ NATIONAL NEW YORK, LLC	4091	343 GRAND STREET		NEW YORK	NY	10002
PJ NATIONAL NEW YORK, LLC	4633	703 LENOX AVENUE UNIT 2		NEW YORK	NY	10039
PJ NATIONAL NEW YORK, LLC	4653	2119 1ST AVENUE		NEW YORK	NY	10029
PJ NATIONAL NEW YORK, LLC	4699	1709 AMSTERDAM AVE		NEW YORK	NY	10031
PJ NATIONAL NEW YORK, LLC	4749	896 AMSTERDAM AVENUE		NEW YORK	NY	10025
PJ NATIONAL NEW YORK, LLC	5390	412 BALLTOWN RD		SCHENECTADY	NY	12304
PJ NATIONAL NEW YORK, LLC	3377	2175 HYLAND BLVD.		STATEN ISLAND	NY	10306
PJ NATIONAL NEW YORK, LLC	5104	1190 FOREST AVENUE		STATEN ISLAND	NY	10310
PJ NATIONAL NEW YORK, LLC	2942	1204 HEMPSTEAD TURNPIKE		UNIONDALE	NY	11553-1241
PJ NATIONAL NEW YORK, LLC	2966	583 WEST MERRICK RD.		VALLEY STREAM	NY	11580
PJ NATIONAL NEW YORK, LLC	5320	68-72 E POST RD		WHITE PLAINS	NY	10601
PJ NATIONAL UPSTATE, LLC	5007	950 COUNTY ROAD 64		ELMIRA	NY	14903
PJ NATIONAL UPSTATE, LLC	2957	435 FRANKLIN STREET	SUITE 201	ITHACA	NY	14850
PJ NATIONAL UPSTATE, LLC	3225	589 HARRY L DRIVE		JOHNSON CITY	NY	13790
PJ NATIONAL UPSTATE, LLC	5334	2852 W HENRIETTA RD		ROCHESTER	NY	14623
PJ NATIONAL UPSTATE, LLC	5464	1600 W RIDGE RD		ROCHESTER	NY	14615
PJ NATIONAL UPSTATE, LLC	5500	24 HINCHEY RD ST A		ROCHESTER	NY	14624
PJ NATIONAL UPSTATE, LLC	3340	2921 JAMES STREET		SYRACUSE	NY	13206
PJ NEWCASTLE, LLC	5261	2110 N MAIN STREET, SUITE A		NEWCASTLE	OK	73065

PJ NORTH CAROLINA, LLC	4692	CAMP JOHNSON MARINE BASE FOUR CORNERS	BUILDING M-424	CAMP LEJEUNE	NC	28547
PJ NORTH CAROLINA, LLC	3383	251 NC 42 EAST STE. 10		CLAYTON	NC	27527
PJ NORTH CAROLINA, LLC	5417	126 PRITCHARD RD STE 103		CLAYTON	NC	27527
PJ NORTH CAROLINA, LLC	2670	118 E. COMMERCE DR		DUNN	NC	28334-3620
PJ NORTH CAROLINA, LLC	2759	1516 BROAD STREET		FUQUAY-VARINA	NC	27526-8363
PJ NORTH CAROLINA, LLC	5405	8109 FAYETTEVILLE RD		FUQUAY-VARINA	NC	27603
PJ NORTH CAROLINA, LLC	562	2817 ROYALL AVENUE		GOLDSBORO	NC	27534
PJ NORTH CAROLINA, LLC	452	1322 EAST TENTH STREET		GREENVILLE	NC	27858
PJ NORTH CAROLINA, LLC	5029	131 WEST MAIN		HAVELOCK	NC	28532
PJ NORTH CAROLINA, LLC	2374	1526 DABNEY DRIVE		HENDERSON	NC	27536
PJ NORTH CAROLINA, LLC	229	131 PINEY GREEN ROAD SUITE 600		JACKSONVILLE	NC	28546
PJ NORTH CAROLINA, LLC	372	238 SOUTH WILMINGTON HWY.		JACKSONVILLE	NC	28540
PJ NORTH CAROLINA, LLC	5463	175 FREEDOM WAY STE 6-7		JACKSONVILLE	NC	28544
PJ NORTH CAROLINA, LLC	568	4131 W VERNON AVE		KINSTON	NC	28504
PJ NORTH CAROLINA, LLC	2838	7134 US 64 EAST		KNIGHTDALE	NC	27545-9265
PJ NORTH CAROLINA, LLC	3692	101 W. CORNELIUS HARNETT BLVD.		LILLINGTON	NC	27546
PJ NORTH CAROLINA, LLC	1298	2009 SOUTH GLENBURNIE ROAD, SUITE C		NEW BERN	NC	28562-5228
PJ NORTH CAROLINA, LLC	3707	7283 NC HIGHWAY 42 WEST STE 104		RALEIGH	NC	27603
PJ NORTH CAROLINA, LLC	1685	319 PREMIER BLVD.		ROANOKE RAPIDS	NC	27870
PJ NORTH CAROLINA, LLC	904	3014 SUNSET AVE		ROCKY MOUNT	NC	27804
PJ NORTH CAROLINA, LLC	1362	722 S HORNER AVE		SANFORD	NC	27330
PJ NORTH CAROLINA, LLC	2479	1104 N BRIGHTLEAF BLVD		SMITHFIELD	NC	27577
PJ NORTH CAROLINA, LLC	1847	831 WASHINGTON SQUARE MALL	SUITE #9	WASHINGTON	NC	27889
PJ NORTH CAROLINA, LLC	994	1301 WARD BLVD., SUITE O	PLAZA SHOPPING CENTER	WILSON	NC	27893
PJ NORTH CAROLINA, LLC	2167	675 FIRE TOWER ROAD	UNIT A	WINTERVILLE	NC	28590
PJ NORTH CAROLINA, LLC	4990	877 EAST GANNON AVE	UNIT A2	ZEBULON	NC	27597
PJ NORTH GEORGIA, LLC	3043	535 CANTON ROAD		CUMMING	GA	30040
PJ NORTH GEORGIA, LLC	2973	4605 ELK RIDGE COURT, UNIT 3		FLOWERY BRANCH	GA	30542
PJ NORTH GEORGIA, LLC	2724	6820 KEITH BRIDGE ROAD, SUITE E		GAINESVILLE	GA	30506-3900
PJ NORTH GEORGIA, LLC	3996	28 BILL WIGINGTON PARKWAY STE 110	HWY 5	JASPER	GA	30143
PJ OF THE FOUR CORNERS, INC.	1986	3150 E MAIN ST A-38		FARMINGTON	NM	87402
PJ OF THE FOUR CORNERS, INC.	2451	2102 E HIGHWAY 66		GALLUP	NM	87301-4869
PJ OHIO, LLC	315	1520 EAST MAIN STREET		RICHMOND	IN	47374
PJ OHIO, LLC	1385	4496 STATE ROUTE 725		BELLBROOK	OH	45305-1553
PJ OHIO, LLC	73	6204 BRANDT PIKE		DAYTON	OH	45424-4014
PJ OHIO, LLC	142	491 MIAMISBURG CENTERVILLE ROAD		DAYTON	OH	45459-4753
PJ OHIO, LLC	166	8363 N. MAIN STREET		DAYTON	OH	45415
PJ OHIO, LLC	240	4902 AIRWAY RD		DAYTON	OH	45431
PJ OHIO, LLC	322	540 WILMINGTON PIKE		DAYTON	OH	45420-1866
PJ OHIO, LLC	633	8732 NORTH DIXIE DRIVE		DAYTON	OH	45414
PJ OHIO, LLC	796	1243 MEADOW BRIDGE DRIVE		DAYTON	OH	45434-6380
PJ OHIO, LLC	113	44 SOUTH CENTRAL AVENUE		FAIRBORN	OH	45324-4717
PJ OHIO, LLC	80	5330 DIXIE HIGHWAY		FAIRFIELD	OH	45014-4106
PJ OHIO, LLC	2181	2345 DAYTON PIKE		GERMANTOWN	OH	45327-1170
PJ OHIO, LLC	766	1111 EAST MAIN STREET		GREENVILLE	OH	45331
PJ OHIO, LLC	82	1444 MAIN STREET		HAMILTON	OH	45013-1074
PJ OHIO, LLC	194	6544 WINFORD AVE		HAMILTON	OH	45011
PJ OHIO, LLC	447	1330 EAST DOROTHY LANE		KETTERING	OH	45419-2117
PJ OHIO, LLC	143	4345 ROOSEVELT BOULEVARD		MIDDLETOWN	OH	45044-6624
PJ OHIO, LLC	883	410 NORTH MAIN STREET		NEW CARLISLE	OH	45344
PJ OHIO, LLC	388	619 SOUTH LOCUST STREET		OXFORD	OH	45056-3105
PJ OHIO, LLC	594	500 NORTH MAIN STREET		PIQUA	OH	45356
PJ OHIO, LLC	426	728 WAPAKONETA AVENUE		SIDNEY	OH	45365
PJ OHIO, LLC	389	545 WEST CENTRAL AVENUE		SPRINGBORO	OH	45066

PJ OHIO, LLC	254	2063 N. BECHTLE AVENUE		SPRINGFIELD	OH	45504
PJ OHIO, LLC	1672	1668 EAST MAIN STREET		SPRINGFIELD	OH	45503-4647
PJ OHIO, LLC	232	779 WEST MARKET STREET		TROY	OH	45373
PJ OHIO, LLC	116	1935 SOUTH ALEX ROAD		WEST CARROLLTON	OH	45449-4002
PJ OHIO, LLC	167	635 WEST 2ND STREET		XENIA	OH	45385-3613
PJ OPERATIONS, LLC	103	33 BOONE RIDGE ROAD	STE 103	HAZARD	KY	41701
PJ OPERATIONS, LLC	72	415 FLEMINGSBURG ROAD		MOREHEAD	KY	40351
PJ OPERATIONS, LLC	1793	103 BURLEY WAY		MOUNT STERLING	KY	40353-1655
PJ OPERATIONS, LLC	1931	425 N. MAYO TRAIL		PAINTSVILLE	KY	41240
PJ OPERATIONS, LLC	2452	4247 LEXINGTON ROAD, SUITE A		PARIS	KY	40361-2422
PJ OPERATIONS, LLC	198	404 SOUTH MAYO TRAIL		PIKEVILLE	KY	41501-1676
PJ OPERATIONS, LLC	338	740 VOLUNTEER PKWY	STE 1	BRISTOL	TN	37620
PJ OPERATIONS, LLC	330	727 W ELK AVE STE B-02B		ELIZABETHTON	TN	37643
PJ OPERATIONS, LLC	2637	5205 BOBBY HICKS HWY		GRAY	TN	37615-3185
PJ OPERATIONS, LLC	108	801 W WALNUT ST		JOHNSON CITY	TN	37604
PJ OPERATIONS, LLC	248	3111 BRISTOL HIGHWAY		JOHNSON CITY	TN	37601
PJ OPERATIONS, LLC	2439	900 E. JACKSON BLVD		JONESBOROUGH	TN	37659
PJ OPERATIONS, LLC	159	2003 NORTH EASTMAN RD		KINGSPORT	TN	37660
PJ OPERATIONS, LLC	1638	220 COOK STREET, E		ABINGDON	VA	24210
PJ OPERATIONS, LLC	1114	711 SOUTH COLLEGE AVENUE		BLUEFIELD	VA	24605-1640
PJ OPERATIONS, LLC	1397	671 PINEY FOREST ROAD		DANVILLE	VA	24540
PJ OPERATIONS, LLC	1381	240 COMMONWEALTH BLVD W STE 313		MARTINSVILLE	VA	24112
PJ OPERATIONS, LLC	3032	45 MARKET PLACE STE. 107		ROCKY MOUNT	VA	24151
PJ PIZZA OF LYON, LLC.	4753	57088 10 MILE ROAD		SOUTH LYON	MI	48178-1658
PJ PIZZA OF NORTHVILLE, LLC	4854	540 SOUTH MAIN		NORTHVILLE	MI	48167-1649
PJ PLUS INC.	4533	64-08 BEACH CHANNEL DR		ARVERNE	NY	11692
PJ UTAH, L.L.C.	2557	104 W. MAIN STREET		AMERICAN FORK	UT	84003-2320
PJ UTAH, L.L.C.	3970	1233 SAGE DR. STE D		CEDAR CITY	UT	84720
PJ UTAH, L.L.C.	2715	767 E 12300 S		DRAPER	UT	84020-9712
PJ UTAH, L.L.C.	5299	4342 E PONY EXPRESS PKWY STE 40		EAGLE MOUNTAIN	UT	84005
PJ UTAH, L.L.C.	2610	1322 N HIGHWAY 89		FARMINGTON	UT	84025-3841
PJ UTAH, L.L.C.	2153	4703 W. 5415 SOUTH	SUITE C	KEARNS	UT	84118-5022
PJ UTAH, L.L.C.	2424	1986 N HILLFIELD RD	SUITE 4	LAYTON	UT	84041
PJ UTAH, L.L.C.	2644	755 N. HIWAY 89		N. SALT LAKE	UT	84054-1931
PJ UTAH, L.L.C.	2368	1258 N WASHINGTON BLVD		NORTH OGDEN	UT	84404-3267
PJ UTAH, L.L.C.	1283	207 S STATE ST		OREM	UT	84058
PJ UTAH, L.L.C.	1566	1283 N UNIVERSITY AVE STE 100		PROVO	UT	84604
PJ UTAH, L.L.C.	3604	12447 CROSSING DRIVE #2		RIVERTON	UT	84096
PJ UTAH, L.L.C.	1282	3404 W 4800 S		ROY	UT	84067
PJ UTAH, L.L.C.	1367	753 EAST 3300 SOUTH		SALT LAKE CITY	UT	84106
PJ UTAH, L.L.C.	1524	3510 S 4400 W		SALT LAKE CITY	UT	84120
PJ UTAH, L.L.C.	1565	1844 EAST FORT UNION BLVD	STE 2	SALT LAKE CITY	UT	84121
PJ UTAH, L.L.C.	2002	124 EAST 900 SOUTH		SALT LAKE CITY	UT	84111-4213
PJ UTAH, L.L.C.	2074	1230 W 600 NORTH		SALT LAKE CITY	UT	84116
PJ UTAH, L.L.C.	2121	6594 S STATE STREET		SALT LAKE CITY	UT	84107
PJ UTAH, L.L.C.	2935	1025 EAST TABERNACLE #1		ST. GEORGE	UT	84770
PJ UTAH, L.L.C.	1649	895 W. 1700 SOUTH		SYRACUSE	UT	84075
PJ UTAH, L.L.C.	4726	1866 W 5400 SOUTH		TAYLORSVILLE	UT	84129-1458
PJ UTAH, L.L.C.	5019	954 N COMMERCE BLVD.		WASHINGTON	UT	84780
PJ UTAH, L.L.C.	1492	1811 WEST 9000 SOUTH		WEST JORDAN	UT	84088
PJ UTAH, L.L.C.	1523	3060 WEST 3500 SOUTH		WEST VALLEY	UT	84119
PJ ZAIN INC	2380	9844 NATIONAL BLVD.		LOS ANGELES	CA	90034
PJ ZANESVILLE, INC.	807	1434 MAPLE AVENUE		ZANESVILLE	OH	43701
PJ ZANESVILLE, INC.	2442	75 MAYSVILLE PIKE SUITE C		ZANESVILLE	OH	43701-6172

PJ ZYUS GROUP LLC	2765	105 W CARSON STREET, # C		CARSON	CA	90745-2602
PJ ZYUS GROUP LLC	2049	29505 S. WESTERN AVE	SUITE 100	RANCHO PALOS VERDES	CA	90275
PJ ZYUS GROUP LLC	2156	1202 BERYL STREET		REDONDO BEACH	CA	90277-2427
PJCA-2, LP	3755	5962 W. OLYMPIC		LOS ANGELES	CA	90036-4610
PJCA-2, LP	2354	5608 LAUREL CANYON BLVD		NORTH HOLLYWOOD	CA	91607-1802
PJCA-3, LP	4209	12218 APPLE VALLEY RD	MOHAVE CROSSING S/C STE 107	APPLE VALLEY	CA	92308-1703
PJCA-3, LP	3307	17003 BEAR VALLEY UNIT B		HESPERIA	CA	92345
PJCA-3, LP	4269	701 W CESAR E CHAVEZ AVE STE 109		LOS ANGELES	CA	90012
PJCA-3, LP	3183	15683 ROY ROGERS DRIVE, SUITE E103		VICTORVILLE	CA	92394
PJCA-4, LP	3554	1130 N. PEPPER AVE., STE. G	FOOD 4 LESS SHOPPING CENTER	COLTON	CA	92324
PJCA-4, LP	1991	17039 VALLEY BOULEVARD, SUITE B		FONTANA	CA	92335-6827
PJCA-4, LP	1992	13655 FOOTHILL BOULEVARD, SUITE A		FONTANA	CA	92335-0212
PJCA-4, LP	2175	4160 E HIGHLAND AVE STE F		HIGHLAND	CA	92346
PJCA-4, LP	1993	10570 FOOTHILL BOULEVARD, SUITE 130		RANCHO CUCAMONGA	CA	91730-3876
PJCA-4, LP	2067	770 TENNESSEE STREET		REDLANDS	CA	92374-2908
PJCA-4, LP	2176	4434 UNIVERSITY PARKWAY, SUITE C		SAN BERNARDINO	CA	92407-4681
PJCA-5, LP	4421	6093 SUNSET BLVD		HOLLYWOOD	CA	90028-6434
PJCA-6, LP	2873	720 NORTH VERMONT AVENUE		LOS ANGELES	CA	90029-3515
PJCA-6, LP	4801	14521 SHERMAN WAY UNIT B		VAN NUYS	CA	91405
PJCAB LLC	2218	18734 AMAR ROAD		WALNUT	CA	91789-4168
PJCAB-2 LLC	2516	2323 E CHAPMAN AVE		FULLERTON	CA	92831
PJCAB-3 LLC	2201	1026 ROSECRANS AVENUE		FULLERTON	CA	92833-1948
PJEJ CORPORATION	3353	6350 W RAMSEY ST #M		BANNING	CA	92220
PJEJ CORPORATION	2579	34489 YUCAIPA BOULEVARD		YUCAIPA	CA	92399-2411
PJIOWA, L.C.	1922	3335 LINCOLN WAY		AMES	IA	50014
PJIOWA, L.C.	2745	707 24TH ST		AMES	IA	50010-5057
PJIOWA, L.C.	2322	761 N ANKENY BLVD		ANKENY	IA	50023
PJIOWA, L.C.	1921	3368 MIDDLE ROAD		BETTENDORF	IA	52722
PJIOWA, L.C.	1086	3200 16TH AVE SW	#E105	CEDAR RAPIDS	IA	52404
PJIOWA, L.C.	1137	3905 CENTER POINT RD NE		CEDAR RAPIDS	IA	52402
PJIOWA, L.C.	1187	1322 WEST 1 ST.		CEDARFALLS	IA	50613
PJIOWA, L.C.	2512	89 2ND ST		CORALVILLE	IA	52241
PJIOWA, L.C.	1118	3839 NORTH BRADY STREET		DAVENPORT	IA	52806-6017
PJIOWA, L.C.	2264	2720 WEST LOCUST STREET, SUITE B5		DAVENPORT	IA	52804-3792
PJIOWA, L.C.	2029	6325 DOUGLAS AVE		DES MOINES	IA	50322
PJIOWA, L.C.	2066	2601 E. EUCLID AVE		DES MOINES	IA	50317
PJIOWA, L.C.	2078	4503 S W 9TH		DES MOINES	IA	50315
PJIOWA, L.C.	2170	911 42ND STREET		DES MOINES	IA	50312-2615
PJIOWA, L.C.	1639	3301 PENNSYLVANIA AVENUE, SUITE 102		DUBUQUE	IA	52001-5108
PJIOWA, L.C.	5342	825 NE GATEWAY DR STE 104		GRIMES	IA	50111
PJIOWA, L.C.	1560	307 SOUTH GILBERT		IOWA CITY	IA	52240
PJIOWA, L.C.	1251	2840 7TH AVE		MARION	IA	52302
PJIOWA, L.C.	2635	407 S. LEWIS BLVD		SIOUX CITY	IA	51106-5811
PJIOWA, L.C.	3720	2404 HAMILTON BLVD	SUITE #2	SIOUX CITY	IA	51104
PJIOWA, L.C.	1294	1608 UNIVERSITY AVE, SUITE C		WATERLOO	IA	50701-2408
PJIOWA, L.C.	5214	597 SE ALICE'S RD		WAUKEE	IA	50263
PJIOWA, L.C.	2445	5930 ASHWORTH RD		WEST DES MOINES	IA	50266
PJIOWA, L.C.	1278	4435 23RD AVE		MOLINE	IL	61265
PJIOWA, L.C.	1502	150 19TH AVENUE		MOLINE	IL	61265
PJIOWA, L.C.	5477	551 BELLE AVE STE C		MANKATO	MN	56001
PJIOWA, L.C.	2046	1833 6TH STREET		BROOKINGS	SD	57006
PJIOWA, L.C.	2428	711 SOUTH MINNESOTA AVENUE		SIOUX FALLS	SD	57104
PJIOWA, L.C.	2497	1914 SOUTH SYCAMORE AVENUE	SUITE 100	SIOUX FALLS	SD	57110
PJIOWA, L.C.	2584	5243 WEST 26TH STREET	STE H	SIOUX FALLS	SD	57106

PJIOWA, L.C.	5519	201 SAND LAKE RD		ONALASKA	WI	54650
PJKK CORPORATION	3546	25684 BARTON RD.		LOMA LINDA	CA	92354
PJKK CORPORATION	3815	2920 S. ARCHIBALD AVE.		ONTARIO	CA	91761-7359
PJRNEVADA INC.	3118	770 S. MEADOWS PKWY., SUITE C3		RENO	NV	89521
PJRNEVADA INC.	4873	885 SPARKS BLVD	STE 100	SPARKS	NV	89434
PLAY DOUGH LLC	4957	2221 S WAYNE ROAD		WESTLAND	MI	48186
PLYMOUTH MEETING PJ LLC	5109	457 W GERMANTOWN PIKE		PLYMOUTH MEETING	PA	19462
POINT PIZZA DALLAS, LLC	4976	200 VILLAGE PARK DRIVE, SUITE 206		ALVARADO	TX	76009
POINT PIZZA DALLAS, LLC	5108	913 BOYD ROAD SUITE 600		AZLE	TX	76020
POINT PIZZA DALLAS, LLC	1823	106 SOUTH COCKRELL HILL ROAD		DESOTO	TX	75115-5318
POINT PIZZA DALLAS, LLC	3024	200 N. HIGHWAY 77		WAXAHACHIE	TX	75165
PORT CHESTER PAPA JOHNS INC	4464	117 MAIN STREET		PORT CHESTER	NY	10573
POTTSTOWN SR LLC	2030	204 SHOEMAKER ROAD		POTTSTOWN	PA	19464
PPJ PIZZA LLC	5222	2130 S CRATER RD STE C		PETERSBURG	VA	23805
PRAGAT GURU LLC	5042	7413 HWY 140		ADAIRSVILLE	GA	30103
PRAYOSHA PACOLET, LLC	5085	PACOLET IGA 7013 SOUTH PINE STREET		PACOLET	SC	29372
PROSPER PIZZA INC	4951	1630 LAKE TRAFFORD RD, UNIT 1		IMMOKALEE	FL	34142
PROSPER PIZZA INC	5124	41 SOUTH LEE STREET		LABELLE	FL	33935
PRYOR INVESTMENTS, L.L.C.	3388	16 S. 8TH STREET		COUNCIL BLUFFS	IA	51501
PRYOR INVESTMENTS, L.L.C.	3867	1010 WYATT EARP BLVD		DODGE CITY	KS	67801
PRYOR INVESTMENTS, L.L.C.	3665	1016 N. MAIN ST.		GARDEN CITY	KS	67846
PRYOR INVESTMENTS, L.L.C.	3144	501 EAST 17TH AVENUE		HUTCHINSON	KS	67501
PRYOR INVESTMENTS, L.L.C.	1607	1700 N. MAIN		NEWTON	KS	67114
PRYOR INVESTMENTS, L.L.C.	2898	1650 SOUTH OHIO STREET		SALINA	KS	67401
PS PIZZA CORP.	3763	14714 45TH AVE		FLUSHING	NY	11355
PSM LLC	4041	120 LOWES DRIVE	SUITE 108	PITTSBORO	NC	27312
PVY2 INC.	3610	724 S. PRESIDENT STREET #B		WHEATON	IL	60189
PWP ARIZONA LLC	1901	105 S. MILTON RD.		FLAGSTAFF	AZ	86001
PWP ARIZONA LLC	2886	3505 STOCKTON HILL RD UNIT 140	KINGMAN CROSSING	KINGMAN	AZ	86409
PWP ARIZONA LLC	2615	1630 MCCULLOCH BLVD. N		LAKE HAVASU CITY	AZ	86403
PWP ARIZONA LLC	2243	1090 IRON SPRINGS RD.		PRESCOTT	AZ	86305-1622
PWP ARIZONA LLC	4952	7584 E STATE ROUTE 69 SUITE B		PRESCOTT VALLEY	AZ	86314
PWP COLORADO LLC	1102	731 E HARMONY RD	STE 100	FORT COLLINS	CO	80525
PWP COLORADO LLC	2710	1275 E. MAGNOLIA, SUITE H		FORT COLLINS	CO	80524
PWP COLORADO LLC	1476	4731 W. 10TH ST.		GREELEY	CO	80634
PWP COLORADO LLC	2705	1610 PACE STREET, UNIT 500		LONGMONT	CO	80504
PWP COLORADO LLC	1462	228 E. 29TH STREET BLDG B	29TH STREET PLAZA	LOVELAND	CO	80538
PWP GLENDALE LLC	2349	4232 WEST BELL ROAD, SUITE C4		PHOENIX	AZ	85308-4027
PWP MOSES LAKE LLC	1967	603 NORTH STRAFFORD ROAD		MOSES LAKE	WA	98837
PWP PNW LLC	4742	180 WEST HAYDEN AVENUE	#100	HAYDEN	ID	83835
PWP PNW LLC	4866	112 E SELTICE WAY		POST FALLS	ID	83854
PWP PNW LLC	4715	920 INDIANA AVE		SPOKANE	WA	99205-4508
PWP PNW LLC	4695	101 N. ARGONNE ROAD	STE A5	SPOKANE VALLEY	WA	99212-7272
PWP TUCSON LLC	2072	10785 N. ORACLE ROAD #151		ORO VALLEY	AZ	85737
PWP TUCSON LLC	1548	6462 E. 22ND ST		TUCSON	AZ	85710
PWP TUCSON LLC	1679	2545 E. SPEEDWAY BLVD #165		TUCSON	AZ	85716
PWP TUCSON LLC	1813	9505 E BROADWAY BLVD	AREA 10	TUCSON	AZ	85748
PWP TUCSON LLC	1909	1610 W. VALENCIA RD	STE 110	TUCSON	AZ	85746
PWP TUCSON LLC	1948	5095 N. LA CANADA		TUCSON	AZ	85704
PWP TUCSON LLC	2152	7089 N THORNYDALE ROAD	SUITE 109	TUCSON	AZ	85741-2728
PWP TUCSON LLC	3319	8270 S. HOUGHTON ROAD STE. 110		TUCSON	AZ	85747
PWP WYOMING LLC	1393	1501 EAST 2ND STREET		CASPER	WY	82601
PWP WYOMING LLC	1515	1958-B DELL RANGE BLVD		CHEYENNE	WY	82009
PWP WYOMING LLC	2395	408 LINCOLN WAY		CHEYENNE	WY	82001

PWP WYOMING LLC	3705	MOBILE UNIT	408 LINCOLN WAY	CHEYENNE	WY	82001	
PWP WYOMING LLC	1279	553 NORTH 3RD ST.		LARAMIE	WY	82072	
PZZ4U, INC.	3027	1525 COLUMBUS STREET #300		BAKERSFIELD	CA	93305	
PZZA GROUP, LLC	476	505 N FEDERAL HWY		BOCA RATON	FL	33432	
PZZA GROUP, LLC	489	22771 STATE ROAD 7		BOCA RATON	FL	33428-5427	
PZZA GROUP, LLC	5487	9858 CLINT MOORE RD # C108		BOCA RATON	FL	33496	
PZZA GROUP, LLC	1071	8135 SOUTH MILITARY TRAIL SUITE #101		BOYNTON BEACH	FL	33436	
PZZA GROUP, LLC	1076	1001 S. FEDERAL HWY		BOYNTON BEACH	FL	33435	
PZZA GROUP, LLC	5116	8855 BOYNTON BEACH BLVD. SUITE 3F		BOYNTON BEACH	FL	33472	
PZZA GROUP, LLC	484	1420 SOUTH FEDERAL HIGHWAY		DEERFIELD BEACH	FL	33441-7223	
PZZA GROUP, LLC	487	3869 WEST HILLSBORO BOULEVARD		DEERFIELD BEACH	FL	33442-9481	
PZZA GROUP, LLC	1077	911 S.E. 6TH. AVENUE, #106/#107	POTOFINO SQUARE	DELRAY BEACH	FL	33483	
PZZA GROUP, LLC	4285	5848 WEST ATLANTIC AVENUE	SUITE 142	DELRAY BEACH	FL	33484	
PZZA GROUP, LLC	485	800 SE 17TH ST		FORT LAUDERDALE	FL	33316	
PZZA GROUP, LLC	5247	3233 N OCEAN BLVD		FORT LAUDERDALE	FL	33308	
PZZA GROUP, LLC	5286	2890 W BROWARD BLVD		FORT LAUDERDALE	FL	33312	
PZZA GROUP, LLC	813	6095 LAKE WORTH RD		GREENACRES	FL	33463	
PZZA GROUP, LLC	572	422 NORTH DIXIE HIGHWAY		LANTANA	FL	33462	
PZZA GROUP, LLC	474	2900 N STATE RD 7	UNIT 1	LAUDERDALE LAKES	FL	33313-1912	
PZZA GROUP, LLC	4123	SEMINOLE ORANGE PLAZA	15910 ORANGE BLVD.	LOXAHATCHEE	FL	33470	
PZZA GROUP, LLC	573	216 US HIGHWAY 1		NORTH PALM BEACH	FL	33408-5459	
PZZA GROUP, LLC	2085	9089 NORTH MILITARY TRAIL #20		PALM BEACH GARDENS	FL	33410	
PZZA GROUP, LLC	475	218 S. FEDERAL HIGHWAY		POMPANO BEACH	FL	33062	
PZZA GROUP, LLC	5377	10340 SW DISCOVERY WAY		PORT ST LUCIE	FL	34987	
PZZA GROUP, LLC	1156	13833 WELLINGTON TRACE, SUITE E-11		WELLINGTON	FL	33414-2115	
PZZA GROUP, LLC	550	940 SOUTH MILITARY TRAIL	UNIT 10	WEST PALM BEACH	FL	33415-3908	
PZZA GROUP, LLC	561	640 BELVEDERE RD		WEST PALM BEACH	FL	33405	
PZZA GROUP, LLC	647	2695 NORTH MILITARY TRAIL SUITE 16		WEST PALM BEACH	FL	33409	
PZZA GROUP, LLC	2443	1191 ROYAL PALM BEACH BLVD		WEST PALM BEACH	FL	33411-1670	
PZZA GROUP, LLC	473	2785 NORTH ANDREWS AVENUE		WILTON MANORS	FL	33311	
QASH CORPORATION	3702	3528 NOSTRAND AVE		BROOKLYN	NY	11229	
QUEEN CITY PIZZA, LLC	2569	1929 NORTH WASHINGTON ST		BISMARCK	ND	58501	
QUEEN CITY PIZZA, LLC	4905	1625 W VILLARD ST		DICKINSON	ND	58601-4658	
QUICKIE MART, INC.	4362	CORNER CHEVRON	821 EAST SIMCOE DRIVE	GOLDENDALE	WA	98620	
QZZA, LLC	2844	1275 EAST FLORENCE BOULEVARD, SUITE 2		CASA GRANDE	AZ	85122	
RAJPUTRA BROTHERS INC	4027	355 WEST ST. GEORGES AVENUE		LINDEN	NJ	07036-5639	
RAJPUTRA BROTHERS INC	3497	319 E. FRONT ST.		PLAINFIELD	NJ	07060	
RC ANDREWS, INC.	4131	121 S WESTMEADOW DR STE A		CLEBURNE	TX	76033-4126	
RC3 PIZZA LLC	2202	1721 W. KATELLA		ANAHEIM	CA	92804-6135	
RC3 PIZZA LLC	3891	1179 N. EUCLID STREET		ANAHEIM	CA	92801-1938	
RC3 PIZZA LLC	2515	9111 VALLEY VIEW STREET, STE #102		CYPRESS	CA	90630-5800	
RC3 PIZZA LLC	3360	6879 KATELLA AVE. STE. 109		CYPRESS	CA	90630	
RC3 PIZZA LLC	1691	16105 GOLDENWEST STREET		HUNTINGTON BEACH	CA	92647	
RC3 PIZZA LLC	1929	19008 BEACH BLVD.		HUNTINGTON BEACH	CA	92648	
RC3 PIZZA LLC	1527	310 SOUTH MAIN ST.		ORANGE	CA	92868	
RD VENTUREZ, LLC	3179	1840 DEER PARK AVENUE		DEER PARK	NY	11729	
RD VENTUREZ, LLC	5410	1845 STRAIGHT PATH		LINDENHURST	NY	11757	
RED RIVER PIZZA LLC	N/A			RED RIVER	NM		DEVELOPMENT AGREEMENT WAS TERMINATED BEFORE OPENING A STORE. HAS SIGNED A NEW DEVELOPMENT AGREEMENT.
REHOBOTH PJ LLC	4204	19330 LIGHTHOUSE PLAZA BLVD		REHOBOTH	DE	19971	
REIGN DROP, LLC	3764	2909 SOUTH QUILLAN STREET, STE 122		KENNEWICK	WA	99337-2437	
REIGN DROP, LLC	4614	6303 BURDEN BLVD		PASCO	WA	99301	
REIGN DROP, LLC	3765	2187 VAN GIESEN ST.		RICHLAND	WA	99354	

REIGN DROP, LLC	4176	125 GAGE BLVD		RICHLAND	WA	99352
RELIANSE PAPA J LLC	4602	3375 LAMAR AVE.		PARIS	TX	75460
RELIANSE PAPA, LLC.	4700	130 W. PRINCETON DR.	#D	PRINCETON	TX	75407-6504
REYANSH INVESTMENTS LLC	721	7200 47TH STREET		CHEVY CHASE	MD	20815
RGV EATS LLC	5065	4237 N EXPRESSWAY #77		BROWNSVILLE	TX	78520
RHODE ISLAND PIZZA, LLC	3651	1348 BRENTWOOD RD. N.E.		WASHINGTON	DC	20018
RICHWELL PIZZA, LLC	3146	2620 N. NARRAGANSETT AVE, SPACE B-4		CHICAGO	IL	60639
RICHWELL PIZZA, LLC	3203	2085 N. MANNHEIM ROAD		MELROSE PARK	IL	60160
RK KHACHATRYAN INC.	4982	25035 BLUE RAVINE RD	SUITE 100	FOLSOM	CA	95630
RK KHACHATRYAN INC.	4736	5015 FOOTHILLS BLVD	STE 4	ROSEVILLE	CA	95747-6503
RMS ENTERPRISES INC	5224	60 WAR ADMIRAL BLVD		KEARNEYSVILLE	WV	25430
ROBIN'S FRESH PIZZA INC.	3853	452A SUFFOLK AVE		BRENTWOOD	NY	11717
ROBIN'S FRESH PIZZA INC.	4842	3234 FULTON STREET		BROOKLYN	NY	11208
ROBIN'S FRESH PIZZA INC.	3059	1552 HEMPSTEAD TURNPIKE		ELMONT	NY	11003
ROBIN'S FRESH PIZZA INC.	3002	16202 UNION TURNPIKE		FRESH MEADOWS	NY	11366
ROBIN'S FRESH PIZZA INC.	5499	44 LOWELL AVE		ISLIP TERRACE	NY	11752
ROBIN'S FRESH PIZZA INC.	4662	103-03 101ST AVENUE		OZONE PARK	NY	11416
ROBIN'S FRESH PIZZA INC.	4971	5542 METROPOLITAN AVE		RIDGEWOOD	NY	11385
ROCKAWAY BLVD PAPA INC.	3308	9431 ROCKAWAY BLVD.		OZONE PARK	NY	11417
RODRIGUEZ PIZZA LLC	2487	1301 FM 2218 ROAD, SUITE 300		RICHMOND	TX	77469-5430
ROHOHO, INC.	61	2415 FT. CAMPBELL BLVD.		HOPKINSVILLE	KY	42240
ROHOHO, INC.	91	656 NORTH 12TH STREET		MURRAY	KY	42071-1651
ROHOHO, INC.	617	1200 BUSINESS 190		COVINGTON	LA	70433-3241
ROHOHO, INC.	548	632 TERRY PARKWAY		GRETNA	LA	70056-4306
ROHOHO, INC.	1131	1320 NORTH MORRISON BOULEVARD		HAMMOND	LA	70401-2242
ROHOHO, INC.	534	8299 JEFFERSON HWY	UNIT C	HARAHAN	LA	70123
ROHOHO, INC.	535	2001 LAPALCO BLVD		HARVEY	LA	70058
ROHOHO, INC.	2350	1301 WEST TUNNEL BOULEVARD		HOUMA	LA	70360-2736
ROHOHO, INC.	340	4041 WILLIAMS BOULEVARD, SUITE B3		KENNER	LA	70065-3165
ROHOHO, INC.	788	1819 W AIRLINE HWY STE 19		LA PLACE	LA	70068
ROHOHO, INC.	1419	2993 HIGHWAY 190 STE A		MANDEVILLE	LA	70471-3298
ROHOHO, INC.	1247	5009 LAPALCO BOULEVARD		MARRERO	LA	70072
ROHOHO, INC.	294	3216 W. ESPLANADE AVE S		METAIRIE	LA	70002
ROHOHO, INC.	430	2700 DAVID DRIVE		METAIRIE	LA	70003
ROHOHO, INC.	616	3580 HOLIDAY DRIVE STE. 1		NEW ORLEANS	LA	70114
ROHOHO, INC.	536	1181 ROBERT BOULEVARD		SLIDELL	LA	70458-2013
ROHOHO, INC.	2071	620 SAINT MARY STREET		THIBODAUX	LA	70301-2245
ROHOHO, INC.	2649	1101 MEMORIAL BOULEVARD		PICAYUNE	MS	39466-4715
ROHOHO, INC.	237	1836 ASHLEY RIVER ROAD	SUITE N	CHARLESTON	SC	29407
ROHOHO, INC.	1841	5900 RIVERS AVENUE		CHARLESTON	SC	29406
ROHOHO, INC.	3756	610 WESLEY DRIVE		CHARLESTON	SC	29407
ROHOHO, INC.	369	136 S ASSEMBLY ST		COLUMBIA	SC	29201
ROHOHO, INC.	437	4464 DEVINE STREET, SUITE K		COLUMBIA	SC	29205-3605
ROHOHO, INC.	438	817 ST ANDREWS RD		COLUMBIA	SC	29210
ROHOHO, INC.	1090	10008 TWO NOTCH ROAD		COLUMBIA	SC	29223
ROHOHO, INC.	435	431 D ST. JAMES AVENUE		GOOSE CREEK	SC	29445-2700
ROHOHO, INC.	638	800 LAKE MURRAY BLVD	SUITE E	IRMO	SC	29063
ROHOHO, INC.	1593	1027 FOLLY ROAD	STE 5	JAMES ISLAND	SC	29412
ROHOHO, INC.	2711	5583 SUNSET BLVD		LEXINGTON	SC	29072-8017
ROHOHO, INC.	1592	111 S HIGHWAY 52	SUITE 109	MONCKS CORNER	SC	29461
ROHOHO, INC.	128	1145 JOHNNIE DODDS BLVD.		MT. PLEASANT	SC	29464
ROHOHO, INC.	4054	1110 PARK WEST BLVD. SUITE A3		MT. PLEASANT	SC	29466
ROHOHO, INC.	3230	8421 DORCHESTER ROAD #108		NORTH CHARLESTON	SC	29420
ROHOHO, INC.	4702	NORTH CHARLESTON COLISEUM	5001 NORTH COLISEUM DRIVE	NORTH CHARLESTON	SC	29418

ROHOHO, INC.	164	1525 OLD TROLLEY RD.		SUMMERVILLE	SC	29485
ROHOHO, INC.	1505	1205 NORTH MAIN ST.		SUMMERVILLE	SC	29483
ROHOHO, INC.	853	3937 A PLATT SPRINGS ROAD		WEST COLUMBIA	SC	29170
ROLLIN IN THA DOUGH, LLC	982	1120 N CARBON ST	SUITE 30	MARION	IL	62959
ROMA UNITED, LLC	3845	110 S. ROCKWOOD DR.	STE. 8	CABOT	AR	72023
ROMA UNITED, LLC	4023	108 CRAWFORD ST.		HOT SPRINGS	AR	71913
ROMA UNITED, LLC	3708	409 SOUTH MAIN STREET		SEARCY	AR	72143
ROSE CITY PIZZA, LLC	2457	19093 SW TUALATIN VALLEY HIGHWAY		ALOHA	OR	97003
ROSE CITY PIZZA, LLC	4778	10219 SE SUNNYSIDE RD.		CLACKAMAS	OR	97015
ROSE CITY PIZZA, LLC	2272	1108 NE BURNSIDE ROAD		GRESHAM	OR	97030
ROSE CITY PIZZA, LLC	2603	2020 NE CORNELL RD	SUITE K	HILLSBORO	OR	97124
ROSE CITY PIZZA, LLC	1743	1050 NW MURRAY ROAD		PORTLAND	OR	97229-5502
ROSE CITY PIZZA, LLC	2174	6372 SW CAPITOL HWY.		PORTLAND	OR	97239
ROSE CITY PIZZA, LLC	2549	2520 SE 145TH AVENUE		PORTLAND	OR	97236-2664
ROSE CITY PIZZA, LLC	1740	3964 CENTER STREET NE		SALEM	OR	97301
ROSE CITY PIZZA, LLC	2172	12950 SW PACIFIC HWY		TIGARD	OR	97223-5061
ROSE CITY PIZZA, LLC	2618	13304 S.E. 240TH ST		KENT	WA	98042-5106
ROSE CITY PIZZA, LLC	2306	26906 BLACK DIAMOND RD SE, BLDG J		MAPLE VALLEY	WA	98038-8322
ROSE CITY PIZZA, LLC	3479	19893 1ST AVE	NORMANDY PARK TOWNE CENTER	NORMANDY PARK	WA	98148
ROSE CITY PIZZA, LLC	2236	5201 EAST 4TH PLAIN BLVD.	SUITE #108	VANCOUVER	WA	98661
ROSE CITY PIZZA, LLC	2953	13521 SE 3RD WAY #300		VANCOUVER	WA	98684
ROSE CITY PIZZA, LLC	3498	11713 NE 99TH AVE.	STE.1000	VANCOUVER	WA	98682
ROSE PIZZA LLC	2903	1417 E. WASHINGTON BLVD.		PASADENA	CA	91104
ROYAL BP CORPORATION	4774	2679 HWY 16 W		JACKSON	GA	30233
ROYAL PJ INC	3169	4954 VAN NUYS BLVD. #108		SHERMAN OAKS	CA	91403
ROYAL SEVEN CORPORATION	4916	325 CABINESS RD		FORSYTH	GA	31029
ROYAL SEVEN FOOD 2 LLC	5100	662 MARKET PL		LOCUST GROVE	GA	30248
ROYAL SEVEN FOOD 3 LLC	5101	1896 KEYS FERRY RD		MCDONOUGH	GA	30252
ROYAL SEVEN FOOD LLC	5472	500 HIGHLAND CROSSING STE 111		ELLIJAY	GA	30540
ROYAL SEVEN FOOD LLC	5040	4 SECOND STREET		JACKSON	GA	30233
ROYAL SEVEN FOOD LLC	4942	836 HIGHWAY 362		WILLIAMSON	GA	30292
RWT, INC.	1330	212 PRINCE ROYAL DR		BEREA	KY	40403
S&R PIZZA INC	4290	3206 W DAVIS ST.		DALLAS	TX	75211
S&R PIZZA INC	4529	2731 W NORTHWEST HIGHWAY		DALLAS	TX	75220-4744
S&R PIZZA INC	4111	1625 S BELTLINE ROAD SUITE 500		GRAND PRAIRIE	TX	75051-3306
S.KY. PIZZA, INC.	51	849 S. HIGHWAY 27		SOMERSET	KY	42501
S.M.K., INC.	1540	3434 SWEET AIR RD		JACKSONVILLE	MD	21131
SAAD FOOD INC	3573	185 STRAIGHT STREET		PATERSON	NJ	07501-1904
SAI BENTON 1 LLC	4638	10 MAIN STREET		BENTON	PA	17814
SAI BENTON 1 LLC	5359	1 BUCKHORN RD		BLOOMSBURG	PA	17815
SAI BENTON 1 LLC	5361	1130 STATE ROUTE 93 HWY		DRUMS	PA	18222
SAI HAMBURG, LLC	5533	20 DAVES WAY		HAMBURG	PA	19526
SAI HONESDALE LLC	5530	1223 MAIN ST		HONESDALE	PA	18431
SAI LAWRENCEVILLE LLC	5529	71 MAIN ST		LAWRENCEVILLE	PA	16929
SAI WAYMART LLC	5531	637 ROOSEVELT HWY		WAYMART	PA	18472
SAMAH ENTERPRISE INC.	4228	4669 CLAYTON RD. STE. C	T. J. MAXX S/C	CONCORD	CA	94521-2964
SAMMAH ENTERPRISE INC	4238	1280-B NEWELL AVENUE	SAN MIGUEL S/C	WALNUT CREEK	CA	94596
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3037	2671 BRODHEAD ROAD		ALIQUIPPA	PA	15001
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	2982	2749 COLLEGE AVENUE		BEAVER FALLS	PA	15010
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	4456	357 LINCOLN AVENUE		BELLEVUE	PA	15202
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	731	5300 LIBRARY ROAD		BETHEL PARK	PA	15102
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	2253	541 WEST CUNNINGHAM STREET		BUTLER	PA	16001-5445
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3056	113 CAVASINA DR		CANONSBURG	PA	15317
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3119	2783 LEECHBURG ROAD		LOWER BURRELL	PA	15068

SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	440	3336 BABCOCK BLVD.		PITTSBURGH	PA	15237
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3066	11700 FRANKSTOWN ROAD		PITTSBURGH	PA	15235
SAROJ & MANJU INVESTMENTS, LLC	3502	6406 REISTERSTOWN RD.		BALTIMORE	MD	21215
SAROJ & MANJU INVESTMENTS, LLC	3839	3411 CLIFTON AVE		BALTIMORE	MD	21216
SAROJ & MANJU INVESTMENTS, LLC	3030	1460 ADDISON ROAD SOUTH		CAPITAL HEIGHTS	MD	20743
SAROJ & MANJU INVESTMENTS, LLC	4030	7801-B PARSON DRIVE		FORESTVILLE	MD	20747
SAROJ & MANJU INVESTMENTS, LLC	1814	10747 INDIAN HEAD HWY.	TANTALLON SHOPPING CENTER	FORT WASHINGTON	MD	20744
SAROJ & MANJU INVESTMENTS, LLC	2023	5310 INDIAN HEAD HIGHWAY		OXON HILL	MD	20745
SAROJ & MANJU INVESTMENTS, LLC	3082	4526 ST. BARNABAS ROAD		TEMPLE HILLS	MD	20748
SAT DUNCAN, LLC	5260	1515 N HIGHWAY 81	ELK PLAZA	DUNCAN	OK	73533
SAT VENTURE LLC	5120	1174 LONNIE ABBOTT BLVD	NORTH HILLS CENTRE	ADA	OK	74820
SAT VENTURE LLC	4345	1109 WEST BROADWAY		ARDMORE	OK	73401
SAUCON VALLEY PJ LLC	4347	1236 MAIN STREET		HELLERTOWN	PA	18055
SAVOY FOODS, LLC.	2419	330 ROBERT SMALLS PKWY	STE 21	BEAUFORT	SC	29906
SAY CHEESE, INC.	906	29640 STATE HIGHWAY 181	SUITE 101	DAPHNE	AL	36526
SAY CHEESE, INC.	4376	199 BALDWIN SQUARE		FAIRHOPE	AL	36532
SAY CHEESE, INC.	3300	1165 S MCKENZIE ST		FOLEY	AL	36535
SAY CHEESE, INC.	384	5212-C COTTAGE HILL ROAD		MOBILE	AL	36609
SAY CHEESE, INC.	514	5546-A OLD SHELL ROAD		MOBILE	AL	36608
SAY CHEESE, INC.	687	5398-D HIGHWAY 90 WEST		MOBILE	AL	36619
SAY CHEESE, INC.	816	1500 GOVERNMENT STREET STE H		MOBILE	AL	36604
SAY CHEESE, INC.	4103	1065 SCHILLINGER ROAD SOUTH	SUITE #7	MOBILE	AL	36695
SAY CHEESE, INC.	4439	24515 - A COMMERCIAL AVENUE		ORANGE BEACH	AL	36561
SAY CHEESE, INC.	5023	22420 STATE HWY 59		ROBERTSDALE	AL	36567
SAY CHEESE, INC.	5209	1088 INDUSTRIAL PARKWAY		SARALAND	AL	36571
SAY CHEESE, INC.	4102	7930 MOFFET ROAD	SUITE C	SEMMES	AL	36575
SBS, INC.	1522	1205 BELLEFONTE RD		FLATWOODS	KY	41139
SBS, INC.	3222	215 S. CAROL MALONE BLVD.		GRAYSON	KY	41143
SBS, INC.	3948	4333 HIGHWAY #2565		LOUISA	KY	41230
SCRIVENER OIL COMPANY, INC.	4643	SIGNAL CONVENIENCE STORE	1012 NW 12TH AVE.	AVA	MO	65608
SEAFORD PJ LLC	4236	22933 SUSSEX HIGHWAY		SEAFORD	DE	19973
SEETARAM LLC	4254	14 BEAVERDAM ROAD		WILLIAMSTON	SC	29697
SENDIT PIZZA LLC	3654	#69 CAMBON DR.		SAN FRANCISCO	CA	94132
SG VENTURES LLC	4414	5850 US HWY 431	SUITE 25	ALBERTVILLE	AL	35950
SG VENTURES LLC	5041	1441 SUNSET DRIVE	UNIT F	GUNTERSVILLE	AL	35976
SHAK ENTERPRISE LLC	2896	125 WHALLEY AVENUE		NEW HAVEN	CT	06511-3220
SHARE THE PIE LLC	4451	1112 YADKINVILLE ROAD		MOCKSVILLE	NC	27028
SHENANDOAH VALLEY PIZZA, INC.	4950	1128E LYNCHBURG SALEM TURNPIKE	STE 800	BEDFORD	VA	24523
SHENANDOAH VALLEY PIZZA, INC.	3248	1783 ROANOKE ROAD		DALEVILLE	VA	24083
SHENANDOAH VALLEY PIZZA, INC.	5339	15243 FOREST RD		FOREST	VA	24551
SHENANDOAH VALLEY PIZZA, INC.	5229	974 E STUART DR, STE G		GALAX	VA	24333
SHENANDOAH VALLEY PIZZA, INC.	4984	13423 BOOKER T WASHINGTON HWY		HARDY	VA	24121
SHENANDOAH VALLEY PIZZA, INC.	3462	114 E. MIDLAND TRAIL STE. 100		LEXINGTON	VA	24450
SHENANDOAH VALLEY PIZZA, INC.	5227	1663 BLUE RIDGE BLVD.		TROUTVILLE	VA	24175
SHENANDOAH VALLEY PIZZA, INC.	4983	3278 STUARTS DRAFT HIGHWAY	STE 1	WAYNESBORO	VA	22980
SHENANDOAH VALLEY PIZZA, INC.	2483	130 CASSELL ROAD		WYTHEVILLE	VA	24382-3315
SHENANDOAH VALLEY PIZZA, INC.	3788	237 GATEWAY BLVD.	SUITE 2	LEWISBURG	WV	24901
SHENANDOAH VALLEY PIZZA, INC.	1611	304 S WALKER ST		PRINCETON	WV	24740
SHIV PIZZA, LLC	4668	3800 S. CAMDEN RD STE 10	CHAPEL VILLAGE II	PINE BLUFF	AR	71603
SHIVAI, INC.	4934	3104 COMMERCE DRIVE		RICHBURG	SC	29729
SHREESHETH LLC	4492	126 W BRIDGE ST.	UNIT B	BRIGHTON	CO	80601
SHREESHETH LLC	4818	10401 BELLE CREEK BLVD	STE 102 CORNER SHOPS AT BELLE CREEK	HENDERSON	CO	80640
SINGH & ASSOCIATES, LLC	1432	3827 PENNSYLVANIA AVE.	FAIRFAX VILLAGE SHOPPING CENTER	WASHINGTON	DC	20020

SINGH & SONS INC	3803	5764 GEORGIA AVE NW		WASHINGTON	DC	20011
SINGH & SONS INC	4932	4020 MINNESOTA AVENUE NE, SUITE 114		WASHINGTON	DC	20019-3520
SITA LAXMI NEPAL LLC	3772	2319 B HANOVER PIKE		HAMPSTEAD	MD	21074
SITO, INCORPORATED	4389	969 SUTTER ST.		SAN FRANCISCO	CA	94109-6023
SKYLIGHT BUSINESS LLC	5028	10165 FM 521	REFRESH MARKET CONVENIENCE STORE	ROSHARON	TX	77583
SLICE OF SELDEN LLC	3339	1310 MIDDLE COUNTRY ROAD		SELDEN	NY	11784
SLICE OF SOCAL, INC.	3857	470 S. ANAHEIM HILLLS RD.	ANAHEIM HILLS S/C	ANAHEIM HILLS	CA	92807
SLICE OF SOCAL, INC.	2761	560 W 19TH ST		COSTA MESA	CA	92627-2705
SLICE OF SOCAL, INC.	3316	15435 JEFFREY ROAD #114		IRVINE	CA	92618
SLICE OF SOCAL, INC.	1961	3316 S. BRISTOL ST		SANTA ANA	CA	92704
SLICE OF SOCAL, INC.	1871	1104 IRVINE BLVD		TUSTIN	CA	92780-3529
SLICE OF SOCAL, INC.	2517	18653 YORBA LINDA BOULEVARD		YORBA LINDA	CA	92886-4136
SLICE OF THE ORANGE INC	3528	138 4TH AVENUE		BROOKLYN	NY	11217
SLICE OF WILLISTON PARK LLC	3163	481 WILLIS AVE		WILLISTON PARK	NY	11596
SLICE TECH INC.	2215	320 A SOUTH CENTRAL AVENUE		GLENDALE	CA	91204
SMKD DALLAS INC	4649	1012 E ENNIS AVE STE G	PREVIOUSLY LOAN DEPOT	ENNIS	TX	75119
SMKD DALLAS INC	4142	6719 MEADOWBROOK		FORT WORTH	TX	76112
SMKD DALLAS INC	4610	1370 W BELTLINE ROAD STE 400	WALMART GROCERY CENTER	LANCASTER	TX	75146
SMKD DALLAS INC	4226	MAIN STREET PLAZA	1314 S. MAIN STE 104	WEATHERFORD	TX	76086-5529
SMRC INC.	4561	20824 MISSION BLVD.	CREEKSIDE CENTER	HAYWARD	CA	94541
SN PIZZA RESTAURANTS INC.	4768	15140 PARAMOUNT BLVD		PARAMOUNT	CA	90723
SN PIZZA RESTAURANTS INC.	4877	4500 ROSEMEAD BLVD, UNIT F		PICO RIVERA	CA	90660
SODEXO OPERATIONS, LLC	5237	CLAFLIN UNIVERSITY STUDENT CENTER	1810 MAGNOLIA ST	ORANGEBURG	SC	29115
SONA PJ INC	5020	712 STATE ROUTE 35 NORTH		NEPTUNE	NJ	07753-4003
SONA, LLC	1839	357 MONMOUTH ROAD		WEST LONG BRANCH	NJ	07764-1205
SOPH, INC	3624	571 W. EL CAMINO REAL		MOUNTAIN VIEW	CA	94040
SOPH, INC	4113	1201 EL CAMINO REAL		REDWOOD CITY	CA	94063
SOPH, INC	3465	9 43RD AVE	43RD AND EL CAMINO	SAN MATEO	CA	94403
SOUDERTOWN PJ LLC	5147	SOUDERTON SQUARE CENTER	720 ROUTE 113, UNIT J	SOUDERTON	PA	18964-1004
SPG, INC.	37	1922 RUSSELLVILLE ROAD		BOWLING GREEN	KY	42101-3755
SPG, INC.	38	390 US 31 WEST BYPASS		BOWLING GREEN	KY	42101-1756
SPITZER INVESTMENTS, LLC	1549	855 COSHOCTON AVE		MT VERNON	OH	43050
SPRINGFIELD-PJ INC.	2976	133-38 SPRINGFIELD BLVD.		SPRINGFIELD GARDENS	NY	11413
SRI NEMINATHA, LLC	4855	2701 MORGAN AVE STE 350		CORPUS CHRISTI	TX	78405
SRI NEMINATHA, LLC	4756	729 S 14TH ST		KINGSVILLE	TX	78363-6415
SRILPJ LLC	498	3605 SW ARCHER RD		GAINESVILLE	FL	32608
SRILPJ LLC	1122	4220 NW 16TH BLVD SUITE A.		GAINESVILLE	FL	32605-3508
SRILPJ LLC	5049	1710 SW 13TH STREET		GAINESVILLE	FL	32608
SRILPJ LLC	5383	14126 W NEWBERRY RD STE 70		NEWBERRY	FL	32669
SRS ENTERPRISE LLC	4370	2401 WHITE LN. #7		BAKERSFIELD	CA	93304
SRS ENTERPRISE LLC	5351	9530 HAGEMAN RD STE C	THE PLAZA AT RIVERLAKES	BAKERSFIELD	CA	93312
STANTON KY PJ'S, LLC	3915	221 SOUTH MAIN STREET		STANTON	KY	40380
STANZEL, INC.	3786	1313 SOUTH U.S. HWY 25E		BARBOURVILLE	KY	40906
STANZEL, INC.	121	785 EAST CUMBERLAND GAP PARKWAY		CORBIN	KY	40701-2591
STANZEL, INC.	67	1521 SOUTH MAIN STREET		LONDON	KY	40741
STANZEL, INC.	2352	20 THE CROSSING		CROSSVILLE	TN	38555
STANZEL, INC.	1418	466 BROOKSIDE VILLAGE WAY, SUITE 1		GATLINBURG	TN	37738
STAR FINE FOODS INC.	3212	1016 CONEY ISLAND AVENUE		BROOKLYN	NY	11230
STAR FINE FOODS INC.	3464	5804 5TH AVE.		BROOKLYN	NY	11220
STAR PAPA, LP	1149	101-A N GREENVILLE AVE		ALLEN	TX	75002
STAR PAPA, LP	590	4311 LITTLE ROAD		ARLINGTON	TX	76016
STAR PAPA, LP	644	1806 BAIRD FARM ROAD		ARLINGTON	TX	76006
STAR PAPA, LP	1308	6003 SOUTH COOPER STREET		ARLINGTON	TX	76001-5613

STAR PAPA, LP	1313	2633 WEST PARK ROW DRIVE		ARLINGTON	TX	76013-2257
STAR PAPA, LP	1777	2400 E. PIONEER PKWY SUITE B		ARLINGTON	TX	76010
STAR PAPA, LP	4413	26615 HIGHWAY 380 E #120	PROVIDENCE CENTER	AUBREY	TX	76227-3032
STAR PAPA, LP	930	1925 RUTLAND DRIVE, SUITE F		AUSTIN	TX	78758-5427
STAR PAPA, LP	933	2113 WELLS BRANCH PARKWAY, SUITE 1100		AUSTIN	TX	78728-6995
STAR PAPA, LP	935	411 W MARTIN LUTHER KING JR BLVD		AUSTIN	TX	78701-1220
STAR PAPA, LP	938	5343 BURNET		AUSTIN	TX	78756
STAR PAPA, LP	941	5114 BALCONES WOODS DR, STE 310	BALCONES WOODS SHPG CTR	AUSTIN	TX	78759
STAR PAPA, LP	1015	2030 E. OLTORF ST, SUITE 114	WILLOW COURT SHOPPING CTR	AUSTIN	TX	78741
STAR PAPA, LP	1128	9222 W. PARMER LANE, SUITE D	PARMER LANE & FM 620	AUSTIN	TX	78717
STAR PAPA, LP	1296	500 W WILLIAM CANNON DR	SUITE 512	AUSTIN	TX	78745-5855
STAR PAPA, LP	1940	8106 BRODIE LN.	BRODIE PLAZA STE. 101	AUSTIN	TX	78745-7468
STAR PAPA, LP	4689	7930 THAXTON RD.	STE 400	AUSTIN	TX	78747
STAR PAPA, LP	4750	11601 US HIGHWAY 290 UNIT B-100	CEDAR VALLEY VILLAGE	AUSTIN	TX	78737
STAR PAPA, LP	4857	1610 EAST PARMER LANE		AUSTIN	TX	78753
STAR PAPA, LP	1193	3101 HARWOOD ROAD		BEDFORD	TX	76021
STAR PAPA, LP	4058	2608 MAIN ST. STE D	BELTON CORNERS S/C	BELTON	TX	76513
STAR PAPA, LP	1312	1001 SW WILSHIRE BLVD STE B		BURLESON	TX	76028-5716
STAR PAPA, LP	851	4112 N JOSEY LN	STE 116	CARROLLTON	TX	75007
STAR PAPA, LP	1209	2717 E. BELTLINE RD. STE 102		CARROLLTON	TX	75006-5437
STAR PAPA, LP	1314	319 N. BELL BLVD		CEDAR PARK	TX	78613
STAR PAPA, LP	1781	4718 COLLEYVILLE BLVD	SUITE 400	COLLEYVILLE	TX	76034
STAR PAPA, LP	4354	760 N. DENTON TAP RD.	SUITE 105	COPPELL	TX	75019-2163
STAR PAPA, LP	940	2726 E. HIGHWAY 190 STE 136		COPPERAS COVE	TX	76522
STAR PAPA, LP	815	10253 FERGUSON ROAD		DALLAS	TX	75228
STAR PAPA, LP	1063	4727 FRANKFORD ROAD, SUITE 341		DALLAS	TX	75287-7134
STAR PAPA, LP	1191	8440 ABRAMS ROAD #412		DALLAS	TX	75243
STAR PAPA, LP	1234	2937 GREENVILLE AVE	SUITE 170	DALLAS	TX	75206-6240
STAR PAPA, LP	1795	3501 MCKINNEY AVE		DALLAS	TX	75204
STAR PAPA, LP	3467	5907 BELT LINE ROAD	SUITE 111	DALLAS	TX	75254
STAR PAPA, LP	866	2520 W UNIVERSITY DR # 1152		DENTON	TX	76201
STAR PAPA, LP	1194	2430 S INTERSTATE 35 E	STE 108	DENTON	TX	76205-4943
STAR PAPA, LP	1303	2201 LONG PRAIRIE ROAD, SUITE 115		FLOWER MOUND	TX	75022-4961
STAR PAPA, LP	4442	501 FM 548 STE 170	MUSTANG CROSSING	FORNEY	TX	75126
STAR PAPA, LP	1780	6380 N. BEACH ST. SUITE #100		FORT WORTH	TX	76137
STAR PAPA, LP	1785	5416 S. HULEN ST		FORT WORTH	TX	76132-2258
STAR PAPA, LP	3325	7832 CROWLEY RD.	SYCAMORE SHOPPING CENTER	FORT WORTH	TX	76134
STAR PAPA, LP	3545	8455 BOAT CLUB RD. SUITE STE180	EAGLE MOUNTAIN PLAZA	FORT WORTH	TX	76179
STAR PAPA, LP	4437	2901 ALTA MERE	STE. 600	FORT WORTH	TX	76116
STAR PAPA, LP	4445	3410 W 7TH ST		FORT WORTH	TX	76107
STAR PAPA, LP	4803	8945 TEHAMA RIDGE PARKWAY	ALDI SHOPPING CENTER	FORT WORTH	TX	76177
STAR PAPA, LP	1067	7410 PRESTON RD., SUITE 127		FRISCO	TX	75034-5682
STAR PAPA, LP	3220	2650 KING RD., SUITE 100	ELM RIDGE CROSSING S/C	FRISCO	TX	75036
STAR PAPA, LP	1065	5952 BROADWAY BLVD		GARLAND	TX	75043-5822
STAR PAPA, LP	4497	2376 LAVON DR	SUITE 128	GARLAND	TX	75040
STAR PAPA, LP	1062	601 N. AUSTIN AVE		GEORGETOWN	TX	78626-4203
STAR PAPA, LP	741	5145 LAKE RIDGE PKWY, STE 101	LAKE RIDGE RETAIL SHOPS	GRAND PRAIRIE	TX	75052
STAR PAPA, LP	942	106 FM 2410 SUITE 3		HARKER HEIGHTS	TX	76548
STAR PAPA, LP	931	911 N HEWITT DRIVE STE 913		HEWITT	TX	76643
STAR PAPA, LP	1301	132 WEST PIPELINE ROAD		HURST	TX	76053-5735
STAR PAPA, LP	3422	125 ED SCHMIDT BLVD. SUITE #220	HUTTO TOWN CENTER	HUTTO	TX	78634
STAR PAPA, LP	747	2201 N. STORY ROAD	METROPLEX PLAZA SHOPPING CENTER	IRVING	TX	75062-6016
STAR PAPA, LP	4392	8150 N MACARTHUR BLVD	MACARTHUR RANCH S/C	IRVING	TX	75063-4346
STAR PAPA, LP	3398	940 KELLER PARKWAY SUITE 280	KELLER TOWN CENTER	KELLER	TX	76248

STAR PAPA, LP	929	202 EAST VETERANS MEMORIAL BOULEVARD, SUITE G		KILLEEN	TX	76541-7100
STAR PAPA, LP	1789	1103 WEST STAN SCHLUETER LOOP	WEST KILLEEN MARKET BLDG C, SUITE 400	KILLEEN	TX	76549
STAR PAPA, LP	4601	2091 S HIGHWAY 183		LEANDER	TX	78641-1394
STAR PAPA, LP	1779	1811 HIGHWAY 287	SUITE 130	MANSFIELD	TX	76063
STAR PAPA, LP	1304	2310 VIRGINIA PARKWAY	SUITE 160	MCKINNEY	TX	75071
STAR PAPA, LP	1332	1433 SOUTH BELT LINE ROAD, SUITE 116		MESQUITE	TX	75149-5993
STAR PAPA, LP	1127	900 EAST PECAN STREET, SUITE 600		PFLUGERVILLE	TX	78660-8052
STAR PAPA, LP	648	3291 INDEPENDENCE PARKWAY	SUITE 300	PLANO	TX	75075
STAR PAPA, LP	1066	6405 W. PARKER RD	SUITE 300	PLANO	TX	75093-7919
STAR PAPA, LP	1099	2300 E 14TH ST #125		PLANO	TX	75074
STAR PAPA, LP	1782	6909 COIT RD.	STE 203	PLANO	TX	75024
STAR PAPA, LP	1787	2300 W. MCDERMOTT RD. STE 100		PLANO	TX	75025
STAR PAPA, LP	4168	2111 E. UNIVERSITY DR.	SUITE 80	PROSPER	TX	75078
STAR PAPA, LP	4883	4740 E UNIVERSITY SUITE 130	WINDSONG RANCH MARKET PLACE	PROSPER	TX	75078
STAR PAPA, LP	1192	819 W ARAPAHO RD	STE 24A	RICHARDSON	TX	75080-5044
STAR PAPA, LP	4203	2105 BUCKINGHAM RD. SUITE 2105	RICHWOOD S/C	RICHARDSON	TX	75081
STAR PAPA, LP	4249	1180 HORIZON RD.		ROCKWALL	TX	75032
STAR PAPA, LP	4490	MAY'S CROSSING	1201 S. I-35	ROUND ROCK	TX	78664
STAR PAPA, LP	4491	201 UNIVERSITY OAKS BOULEVARD	SUITE 1285	ROUND ROCK	TX	78665
STAR PAPA, LP	1352	4301 LAKEVIEW PKWY	ROWLETT CROSSING S/C STE 100	ROWLETT	TX	75088
STAR PAPA, LP	897	216 E HOPKINS ST		SAN MARCOS	TX	78666
STAR PAPA, LP	1300	2140 EAST SOUTHLAKE BOULEVARD, SUITE W		SOUTHLAKE	TX	76092-6517
STAR PAPA, LP	5461	100 N WOLFE NURSERY RD # 134		STEPHENVILLE	TX	76401
STAR PAPA, LP	5432	1324 S BROADWAY ST		SULPHUR SPRINGS	TX	75482
STAR PAPA, LP	937	2320 S. 31ST ST, SUITE 106	SHOPPES ON THE HILL	TEMPLE	TX	76504
STAR PAPA, LP	3863	4300 MAIN ST. STE 100		THE COLONY	TX	75056-2802
STAR PAPA, LP	932	408-A NORTH VALLEY MILLS DRIVE		WACO	TX	76710
STAR PAPA, LP	4334	700 SOUTH 7TH STREET	SUITE A	WACO	TX	76706
STAR PAPA, LP	902	6317 RUFE SNOW DRIVE		WATAUGA	TX	76148
STAR PAPA, LP	5397	5300 E INTERSTATE 20 SERVICE RD S STE 200		WILLOW PARK	TX	76008
STAR PAPA, LP	4495	805 WOODBRIDGE PRKWY	WOODBRIDGE CENTRE	WYLIE	TX	75098
STEEPLECHASE EXPRESS, INC.	600	150 ELDEN ST	SUITE 140	HERNDON	VA	20170-4831
SUPER PIZZA, INC.	2934	659 S. VAN BUREN ROAD		EDEN	NC	27288-5319
SUPERWINGS, INC.	5420	12254 PERRIS BLVD		MORENO VALLEY	CA	92557
SUPERWINGS, INC.	5438	9825 MAGNOLIA AVE STE A		RIVERSIDE	CA	92503
SURBHII LLC	5165	6801 BLACK HORSE PIKE, STE 302		EGG HARBOR TOWNSHIP	NJ	08234-4120
SVP NORTH, INC.	3550	68 HERITAGE DRIVE		PALMYRA	VA	22963
SVP NORTH, INC.	4766	1800 SOUTH CREEK ONE	UNIT D	POWHATAN	VA	23139
SVP NORTH, INC.	3850	8786 SEMINOLE TRAIL		RUCKERSVILLE	VA	22968
T AND D FOOD SERVICES INC	4812	713 WEST GIRARD AVENUE		PHILADELPHIA	PA	19123
TA OPERATING LLC	4947	DODGE CITY PETRO TRAVEL CENTER	426 AL HWY 69 SOUTH	HANCEVILLE	AL	35077
TA OPERATING LLC	4912	WHITE'S TRAVEL CENTER	2440 RAPHINE RD	RAPHINE	VA	24472
TAYNE LLC	491	812 NORTH OLD DIXIE HIGHWAY		JUPITER	FL	33458-4900
TBAKER PIZZAMAKER, LLC	1219	411 S MISSOURI AVE		CLEARWATER	FL	33756-5835
TBAKER PIZZAMAKER, LLC	1411	1098 OVERCASH DRIVE		DUNEDIN	FL	34698
TCM RESTAURANT GROUP	1829	1312 S. BALDWIN		ARCADIA	CA	91007
TCM RESTAURANT GROUP	1618	3201 BALDWIN PARK BOULEVARD		BALDWIN PARK	CA	91706-4802
TCM RESTAURANT GROUP	3395	500 NORTH AZUSA AVENUE STE. 110		WEST COVINA	CA	91791
TEZ LLC	4906	BAXTER TN CONVENIENCE STORE	110 DALE MIRES LANE	BAXTER	TN	38544
THE 9TH PIE INC	4582	228 HWY 290 WEST		BRENHAM	TX	77833
THE 9TH PIE INC	694	8588 WESTEIMER		HOUSTON	TX	77063
THE 9TH PIE INC	852	3026 CHIMNEY ROCK ROAD		HOUSTON	TX	77056
THE 9TH PIE INC	4513	12827 ALDINE WESTFIELD RD		HOUSTON	TX	77039-5303

THE J.A.Y. GROUP, LLC	4904	6520 CRENSHAW BLVD.		LOS ANGELES	CA	90043-4105
THIRD WORTHINGTON INC	5249	401 N MAIN ST		ATMORE	AL	36502
THIRD WORTHINGTON INC	3731	1400 9 TH AVE		BESSEMER	AL	35020
THIRD WORTHINGTON INC	5125	100 FRANKFURT CIRCLE	SUITE K	BIRMINGHAM	AL	35211
THIRD WORTHINGTON INC	5105	431 DOUGLAS AVE		BREWTON	AL	36426
THIRD WORTHINGTON INC	3419	2480 PALOMINO LANE		FORESTDALE	AL	35214
THIRD WORTHINGTON INC	4083	141 GATEWAY PLAZA		GREENVILLE	AL	36037
THIRD WORTHINGTON INC	1268	266 FOREST ROAD		HUEYTOWN	AL	35023
THIRD WORTHINGTON INC	4545	1725 ASHVILLE ROAD	SUITE 125	LEEDS	AL	35094-3513
THIRD WORTHINGTON INC	4331	3329 SOUTH ALABAMA AVE		MONROEVILLE	AL	36460
THIRD WORTHINGTON INC	5215	466 GILMER AVE.		TALLASSEE	AL	36078
THIRD WORTHINGTON INC	4115	4005 NORTH LECANTO HWY		BEVERLEY HILLS	FL	34465
THIRD WORTHINGTON INC	4340	8585 SW HWY 200	STE 211	OCALA	FL	34481
THORNDALE LH LLC	4781	3481 EAST LINCOLN HWY		THORNDALE	PA	19372
TLA - PJ HOSPITALITY LLC	3962	BEAR'S DEN STORE #103	148 STATE ROUTE 37	HOGANSBURG	NY	13655
TMP PIZZA, LLC	4913	10 PRESTON CIRCLE		CRAWFORDVILLE	FL	32327
TNT PIZZA, INC.	1358	323 BYPASS 72 NW		GREENWOOD	SC	29649
TRIAD INVESTMENT COMPANY, LLC	865	1504 SOUTH MISSION STREET		MOUNT PLEASANT	MI	48858
TRINITY RESTAURANT GROUP, INC.	2525	16894 US HIGHWAY 441		MT DORA	FL	32757
TRUE BREAD INC.	4325	12793 HIGHWAY 231 431 N		HAZEL GREEN	AL	35750
TW PIZZA, LLC	3227	2148 DECHERD BLVD.		DECHERD	TN	37324
TW PIZZA, LLC	2755	1505 HILLSBORO BLVD.		MANCHESTER	TN	37355-2109
TW PIZZA, LLC	2611	601 N. MAIN STREET		SHELBYVILLE	TN	37160-3210
TW PIZZA, LLC	3448	319 S. JACKSON STREET		TULLAHOMA	TN	37388
UNITED FOOD CORP.	4618	60 NORTH PLANK ROAD		NEWBURGH	NY	12550
UTAH VALLEY UNIVERSITY	5185	UTAH VALLEY UNIVERSITY	800 WEST UNIVERSITY PARKWAY	OREM	UT	84058
VADTAL, LLC	4589	1201 LAKE DRIVE SE	UNIT 105	BESSEMER	AL	35022
VANEESA LLC	493	8016 WEST MCNAB ROAD		NORTH LAUDERDALE	FL	33068-4226
VANEESA LLC	1869	11933 WEST SUNRISE BOULEVARD		PLANTATION	FL	33323-2224
VANEESA LLC	4945	9440 WEST COMMERCIAL BLVD.		SUNRISE	FL	33351
VENDITTI BROTHERS, LLC	4525	19001 MACK AVE		DETROIT	MI	48236-2927
VINELAND PJ LLC	1272	106 W. LANDIS AVE., UNIT 8		VINELAND	NJ	08360
VOLUNTEER ROASTERS, INC.	230	1013 N. WASHINGTON AVENUE		COOKEVILLE	TN	38501
VQ PJS HAWAII LLC	5216	91-919 FORT WEAVER RD STE 104A		EWA BEACH	HI	96706
VQ PJS HAWAII LLC	1748	2875-A PAA STREET	MAPUNAPUNA	HONOLULU	HI	96819
VQ PJS HAWAII LLC	1752	611 KAPAHULU AVENUE		HONOLULU	HI	96815
VQ PJS HAWAII LLC	1754	4380-A LAWEHANA STREET		HONOLULU	HI	96818
VQ PJS HAWAII LLC	1759	1365 NUUANU AVE. STE 6-7		HONOLULU	HI	96817
VQ PJS HAWAII LLC	5279	2025 KALAKAUA AVE	ALOHA GAS STATION	HONOLULU	HI	96815
VQ PJS HAWAII LLC	5142	201 HAMAKUA DRIVE #A103	WINDWARD TOWN & COUNTRY PLAZA II	KAILUA	HI	96734
VQ PJS HAWAII LLC	9722	BUILDING 6477	UNIT 103	KAILUA	HI	96863
VQ PJS HAWAII LLC	5242	75-5629 KUAKINI HWY	UNIT 110C	KAILUA KONA	HI	96740
VQ PJS HAWAII LLC	3662	46-056 KAMEHAMEHA HWY STE 153	WINDWARD MALL	KANEOHE	HI	96744
VQ PJS HAWAII LLC	4805	91-5431 KAPOLEI PARKWAY		KAPOLEI	HI	96707
VQ PJS HAWAII LLC	5196	1215 S KIHEI RD		KIHEI	HI	96753
VQ PJS HAWAII LLC	1749	98-1254 KAAHUMANU STREET	TIMES SQUARE	PEARL CITY	HI	96782
VQ PJS HAWAII LLC	1757	153 KAMEHAMEHA HWY		WAHIAWA	HI	96786
VQ PJS HAWAII LLC	5200	84-1170 FARRINGTON HWY #AB		WAIANAE	HI	96792
VQ PJS HAWAII LLC	1756	94-1021 WAIPAHU STREET	SUITE 101	WAIPAHU	HI	96797-3625
WADSWORTH PJ LLC	5314	1620 WADSWORTH AVE STE A		PHILADELPHIA	PA	19150
WALI PIZZA INC	4020	39724 CEDAR BLVD.		NEWARK	CA	94560
WARMINSTER YR LLC	1369	390 YORK RD #A		WARMINSTER	PA	18974
WE THREE KINGS, INC.	436	2373 CHESTNUT ST		ORANGEBURG	SC	29115
WELSH PJ LLC	5310	2375 WELSH RD		PHILADELPHIA	PA	19114

WEST CHESTER PJ LLC	1765	510 EAST GAY STREET		WEST CHESTER	PA	19380
WEST PHILADELPHIA PJ LLC	5352	5155 LANCASTER AVE		PHILADELPHIA	PA	19131
WEST WINDSOR PJ LLC	1828	175 WASHINGTON ROAD		PRINCETON	NJ	08540-6449
WESTERN CAROLINA PIZZA VENTURES, LLC	4124	114 HOMETOWN PLAZA		SELLERSBURG	IN	47172
WESTERN CAROLINA PIZZA VENTURES, LLC	140	44 14TH STREET		TELL CITY	IN	47586
WESTERN CAROLINA PIZZA VENTURES, LLC	533	521 NC HWY 105 EXT, SUITE B		BOONE	NC	28607
WESTERN CAROLINA PIZZA VENTURES, LLC	4549	305 N MAIN ST		GRANITE FALLS	NC	28630-8535
WESTERN CAROLINA PIZZA VENTURES, LLC	894	2540 N. CENTER STREET		HICKORY	NC	28601
WESTERN CAROLINA PIZZA VENTURES, LLC	1676	212-A BLOWING ROCK BLVD		LENOIR	NC	28645
WESTERN CAROLINA PIZZA VENTURES, LLC	856	108 EAST FLEMMING DRIVE		MORGANTON	NC	28655-3674
WESTERN CAROLINA PIZZA VENTURES, LLC	2027	2725 NORTHWEST BOULEVARD, SUITE L		NEWTON	NC	28658-3700
WESTERN CAROLINA PIZZA VENTURES, LLC	1688	1813 EAST BROAD STREET		STATESVILLE	NC	28625
WESTERN CAROLINA PIZZA VENTURES, LLC	2338	1512 MALL SQUARE		WILKESBORO	NC	28697-2286
WESTSIDE TRAVEL STOP, INC.	4809	WESTSIDE TRAVEL STOP	2822 WEST NOBLE AVENUE	GUTHRIE	OK	73044
WFG, LLC	537	603 HAPPY VALLEY ROAD		GLASGOW	KY	42141
WFL OF KENTUCKY, LLC	2100	106 N GREENVILLE STREET		HARRODSBURG	KY	40330-1534
WFL OF KENTUCKY, LLC	2905	501 HUMSTON DR		LAWRENCEBURG	KY	40342
WFL OF ROANOKE, INC.	242	7703 TIMBERLAKE ROAD		LYNCHBURG	VA	24502
WFL OF ROANOKE, INC.	454	2812 OLD FOREST ROAD		LYNCHBURG	VA	24501
WFL OF ROANOKE, INC.	3865	113 SEMINOLE PLAZA		MADISON HEIGHTS	VA	24572
WFL OF ROANOKE, INC.	386	4513 WILLIAMSON ROAD, N.W.		ROANOKE	VA	24012
WFL OF ROANOKE, INC.	967	824 JAMISON AVE SE		ROANOKE	VA	24013
WFL OF VIRGINIA, INC.	399	824 N. MAIN STREET		BLACKSBURG	VA	24060
WFL OF VIRGINIA, INC.	1915	7 SOUTH FRANKLIN ST		CHRISTIANSBURG	VA	24073
WFL OF VIRGINIA, INC.	732	1200 TYLER AVENUE		RADFORD	VA	24141
WFL OF VIRGINIA, INC.	571	2905 BRAMBLETON AVE SW		ROANOKE	VA	24015
WFL OF VIRGINIA, INC.	154	221 W 4TH ST		SALEM	VA	24153
WFL, INC.	104	464 1/2 WEST MAIN STREET		DANVILLE	KY	40422
WHRABB, LLC	5110	14318 7Th Street		DADE CITY	FL	33523
WIDESPREAD PIZZA, INC.	2122	2101 W OWEN K GARRIOTT RD		ENID	OK	73703
WIDESPREAD PIZZA, INC.	2166	925 N BOOMER RD		STILLWATER	OK	74075
WILLINGBORO PJ LLC	1172	600 JOHN F KENNEDY WAY		WILLINGBORO	NJ	08046-1261
WILLIS & BROCK FOODS, INC.	1868	1313 S US HWY 421		HARLAN	KY	40831
WILLIS & BROCK FOODS, INC.	149	1012 N. 12TH STREET		MIDDLESBORO	KY	40965
WILLIS & BROCK FOODS, INC.	597	1907 OLD JACKSBORO HIGHWAY, SUITE 1		LA FOLLETTE	TN	37766-3259
WILLIS & BROCK FOODS, INC.	3761	418 N. BROAD ST		NEW TAZEWELL	TN	37825
WILLIS & BROCK FOODS, INC.	4105	121 STAPLETON LANE		ROGERSVILLE	TN	37857
WILLOW GROVE PJ LLC	1143	1843 EASTON ROAD		WILLOW GROVE	PA	19090
WNU, LLC	2285	12220 E. ARTESIA BLVD		ARTESIA	CA	90701-4345
WNU, LLC	1958	10040 ROSECRANS		BELLFLOWER	CA	90706
WNU, LLC	4366	COMPTON TOWN CENTER	206 E. COMPTON BLVD.	COMPTON	CA	90220-2413
WNU, LLC	2839	7840 FIRESTONE BOULEVARD, SUITE 102		DOWNEY	CA	90241-4257
WNU, LLC	2793	1741 WEST ARTESIA BOULEVARD		GARDENA	CA	90248-3220
WNU, LLC	2535	2927 E FLORENCE AVE.		HUNTINGTON PARK	CA	90255
WNU, LLC	2459	10901 CRENSHAW BLVD. A		INGLEWOOD	CA	90303
WNU, LLC	2247	5457 E SOUTH STREET		LAKEWOOD	CA	90712-1353
WNU, LLC	2726	15651 HAWTHORNE BLVD STE A		LAWNDALE	CA	90260-2670
WNU, LLC	2852	3910 LONG BEACH BOULEVARD, SUITE B		LONG BEACH	CA	90807-2615
WNU, LLC	2623	2222 S HOOVER ST		LOS ANGELES	CA	90007-1848
WNU, LLC	4479	10223 SEPULVEDA	STE B	MISSION HILLS	CA	91345
WNU, LLC	4558	8947 SUNLAND BLVD		SUN VALLEY	CA	91352
WORKING BETTER TOGETHER LLC	1341	417 TRAMWAY BLVD		ALBUQUERQUE	NM	87123
WORKING BETTER TOGETHER LLC	1342	4000 SAN MATEO BLVD NE		ALBUQUERQUE	NM	87110
WORKING BETTER TOGETHER LLC	1343	2206 CENTRAL AVE SE		ALBUQUERQUE	NM	87106

WORKING BETTER TOGETHER LLC	1345	110 COORS BLVD. NW		ALBUQUERQUE	NM	87121
WORKING BETTER TOGETHER LLC	1346	9500 MONTGOMERY BLVD. N.E. STE. 11	UNIT 11 SIERRA VISTA SHOPPING CENTER	ALBUQUERQUE	NM	87111
WORKING BETTER TOGETHER LLC	1349	8201 GOLF COURSE RD NW		ALBUQUERQUE	NM	87120
WORKING BETTER TOGETHER LLC	4457	1701 W JOE HARVEY BLVD.	STE 100	HOBBS	NM	88240-0989
WORKING BETTER TOGETHER LLC	1340	4300 RIDGECREST DRIVE SE		RIO RANCHO	NM	87124
WORTHINGTON PJ, LLC	4146	36184 US-27		HAINES CITY	FL	33844
WORTHINGTON PJ, LLC	424	13971 NORTH CLEVELAND AVENUE, SUITE 25		NORTH FORT MYERS	FL	33903-4358
WORTHINGTON PJ, LLC	4390	14959 TAMIAMI TRAIL		NORTH PORT	FL	34287
WRIGHTSTOWN PJ LLC	1631	45 FORT DIX STREET		WRIGHTSTOWN	NJ	08562-2323
Y PIZZA, LLC	3973	SPRINGVILLE CORNER RETAIL	442 SOUTH 1750 WEST STE K	SPRINGVILLE	UT	84663
Y PIZZA, LLC	3966	TOOELE TOWERS	1480 N 30 WEST	TOOELE	UT	84074
YAD&PRE LLC	3974	357 CROSS ROADS BLVD		COLD SPRING	KY	41076
YAS PARTNERS CHICAGO, INC.	3303	248 S. RANDALL ROAD	STONEGATE COMMONS, SPACE 101	ALGONQUIN	IL	60102-9775
YAS PARTNERS CHICAGO, INC.	3804	384 WEST HALF DAY ROAD		BUFFALO GROVE	IL	60089
YAS PARTNERS CHICAGO, INC.	3233	1780 W. GOLF ROAD		MOUNT PROSPECT	IL	60056
YAS PARTNERS CHICAGO, INC.	3195	859 N QUENTIN ROAD		PALATINE	IL	60067
YAS PARTNERS CHICAGO, INC.	3456	1211 N. ELMHURST ROAD		PROSPECT HEIGHTS	IL	60070
YAS PARTNERS CHICAGO, INC.	3338	16 E GOLF RD, UNIT D		SCHAUMBURG	IL	60173
YAS PARTNERS CHICAGO, INC.	3621	2525 W. SCHAUMBURG RD.		SCHAUMBURG	IL	60194
YAS PARTNERS CHICAGO, INC.	4534	723 WEST MAIN STREET		WEST DUNDEE	IL	60118
YAS PARTNERS EV INC.	5056	1743 BENSON AVENUE		EVANSTON	IL	60201-3704
YAS PARTNERS NL, INC.	4118	4606 WEST DIVERSY AVE	SUITE - C	CHICAGO	IL	60639
YAS PARTNERS NL, INC.	5426	1245 W DEVON AVE		CHICAGO	IL	60660
YAS PARTNERS NL, INC.	3800	8600 GOLF ROAD	SUITE #500	NILES	IL	60714
YASH'S PIZZA CORP.	3129	4588 DUBLIN BLVD.		DUBLIN	CA	94568
YASSINI GROUP DAYTON LLC	4220	3706 GERMANTOWN PIKE		DAYTON	OH	45417
YASSINI GROUP EAST LLC	4741	13515 EUCLID AVENUE		EAST CLEVELAND	OH	44112
YASSINI GROUP GETTYSBURG LLC	5475	2443 N GETTYSBURG AVE		DAYTON	OH	45406
YASSINI GROUP LLC	4660	3034 WEST 25TH STREET		CLEVELAND	OH	44113
YASSINI GROUP LLC	5291	22370 LAKE SHORE BLVD		EUCLID	OH	44123
YASSINI GROUP LLC	5338	3047 COLORADO AVE		LORAIN	OH	44052
YASSINI GROUP LLC	4488	5328 WARRENSVILLE CENTER ROAD		MAPLE HEIGHTS	OH	44137
YASSINI GROUP LLC	4380	6701 ROYALTON ROAD		NORTH ROYALTON	OH	44133
YASSINI GROUP NOOR LLC	5123	6630 BROADWAY AVENUE		CLEVELAND	OH	44105
YASSINI GROUP NORTH LLC	4918	3616 BELMONT AVE		YOUNGSTOWN	OH	44505
YASSINI GROUP SOLON LLC	4263	33411 AURORA ROAD		SOLON	OH	44139
YASSINI GROUP SOUTH LLC	4949	2579 SOUTH HAMILTON ROAD		COLUMBUS	OH	43232
YATI52 LLC	5273	1044 MAPLE AVE		LISLE	IL	60532
YOGI PIZZA, LLC	3916	CYPRESS LANDING S/C	13224 CRYSTAL HILL RD.	NORTH LITTLE ROCK	AR	72113
YOGI RETAIL LLC	5026	1182 STATE HIGHWAY 166		BOWDON	GA	30108
ZEESHEE INC.	3208	9906 NORTHERN BLVD. STE 1		CORONA	NY	11368
ZEESHEE INC.	3584	40-12 GREEN POINT AVENUE		SUNNYSIDE	NY	11104
ZHS CRANBERRY LLC	5527	1600A COCHRAN RD		PITTSBURGH	PA	15220
ZHS MCKEESPORT LLC	5532	406 LYSLE BLVD		MCKEESPORT	PA	15132
ZKS VENTURES INC	2506	138 SOUTHMORE AVE		PASADENA	TX	77502
ZKS VENTURES INC	4704	14634 HIGHWAY 6	STES. B & C	ROSHARON	TX	77583-2262
ZURITA, INC.	4237	1005 POLASKI HWY	UNIT # 1013	HAVRE DE GRACE	MD	21078
ZYU GROUP INC	2477	141 E WILLOW ST	SUITE K	LONG BEACH	CA	90806-2634
ZYU GROUP INC	2733	1957 E. 4TH STREET		LONG BEACH	CA	90802
ZYU GROUP INC	2296	2105 ARTESIA BLVD.		REDONDO BEACH	CA	90278-3013
ZYU GROUP INC	2667	4226 PACIFIC COAST HWY		TORRANCE	CA	90505-5526

EXHIBIT N:

EXHIBIT TO ITEM 20

EXHIBIT TO ITEM 20

Listed below are the names, home addresses and phone numbers of every franchisee who has had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise during the fiscal year 2025, or who has not communicated with us within 10 weeks of the date of this Disclosure Document.

Transfers			
1	MOORE PIZZA LLC c/o Ken Moore 952 South Burke Street Eagar, AZ 85925 928-358-3151	Arizona	1
1	PRD PIZZA INC c/o Dipesh Patel 8700 Stonebrook Parkway, #2101 Frisco, TX 75034 501-772-2353	Arkansas	1
1	9YARDS GROUP INC. c/o Sara Samaan 2621 Green River Road, Suite 105 #2119 Corona, CA 92882 951-666-9063	California	1
2	JG ENTERPRISES LLC c/o James Goeppinger 820 North China Lake Boulevard, Suite A Ridgecrest, CA 93555 760-793-6272	California	1
1	PAPA JOHN BRYSON INC. c/o John Bryson 2626 Trudeau Lane Palmdale, CA 93551 661-433-1767	California	6
2	PJ CENTRAL c/o James Goeppinger 820 North China Lake Boulevard, Suite A Ridgecrest, CA 93555 760-793-6272	California	1

2	PJCA-4, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California	3
2	PJCA-5, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California	1
2	PJCA-6, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California	3
1	HPG PIZZA I LLC c/o J. Nicholas Rhoads 4201 Spring Valley Road, Suite 450 Dallas, TX 75244 972-644-9731	Colorado	26
1	HPG PIZZA II LLC c/o J. Nicholas Rhoads 4201 Spring Valley Road, Suite 450 Dallas, TX 75244 972-644-9731	Colorado	10

2	BAM-BAM PIZZA, INC. c/o Wade S. Oney 4750 The Grove Drive, Suite 290 Windermere, FL 34786 407-476-2200	Florida	1
1	SHAYOM FOODS INC. c/o Aashish Patel 6852 Suwannee Plaza Lane Live Oak, FL 32060 770-378-5730	Florida	1
2	OZARK PIZZA COMPANY, LLC c/o Eric K. Murphy 4150 South 100th East Avenue, Suite 212 Tulsa, OK 74146 405-812-6951	Illinois	9
1	PIE IN THE SKY INVESTMENTS, LLC c/o William F. Freitas 8520-A Tyco Road Vienna, VA 22182-7505 703-271-8818	Maryland	10
1	PJ RESTAURANTS, LLC (THE HUNT GROUP) c/o Stuart Hunt 626C Admiral Drive, Suite 538 Annapolis, MD 21401 347-558-6866	Maryland	1
1	STEEPLECHASE MANAGEMENT, INC. c/o William F. Freitas 8520-A Tyco Road Vienna, VA 22182-7505 703-271-8818	Maryland	3
1	DMD MINNESOTA 1017 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1

1	DMD MINNESOTA 1091 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1092 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1116 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1134 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1162 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1190 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1216 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1

1	DMD MINNESOTA 1222 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1256 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1274 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1285 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1514 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1573 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1632 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1

1	DMD MINNESOTA 1634 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1717 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1720 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1722 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1838 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1936 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 1939 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1

1	DMD MINNESOTA 4262 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 4350 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 4402 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1
1	DMD MINNESOTA 4927 LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 305-663-1750	Minnesota	1

1	LLBD30 LLC c/o Justin Hardee 2402 McLaurin Street Waveland, MS 39576 216-548-1270	Mississippi	1
1	MCELVEEN FOODS, LLC c/o Tricia McElveen 69 Old Highway 24 East Tylertown, MS 39667 601-810-2930	Mississippi	1
2	SUFFOLK PAPA INC. c/o Surinder Chopra 25211 Elkmont Avenue Bellerose, NY 11426 516-244-3314	New York	1
1	VIDA PIZZA INC c/o Abdullah Ahmed 83 Church Avenue, 2nd Floor Brooklyn, NY 11218-2207 347-387-4073	New York	1
1	WNC PIZZA INC. Attn: Bobby Lee Walker, Jr. 206 Westwood Drive Morganton, NC 28655 828-448-2670	North Carolina	1
2	OHIO FOOD, LLC c/o Dennis Shen 12 Strawberry Farm Road Irvine, CA 92612 714-612-1083	Ohio	2

2	DCT SCGA, LLC c/o Michael Pierce, Jr. 3710 North FM 2148 Texarkana, TX 75503 314-922-6288	South Carolina	2
1	HARRISON RESTAURANTS, LLC c/o Carey Bradley Harrison 646 Benjamin Drive Round O, SC 29474 843-909-1310	South Carolina	1
2	TEZ LLC c/o Inderjit Kaur Heer 1085 Constitution Court Cookeville, TN 38501 931-284-2192	Tennessee	1
2	DCT TEXAS LLC c/o Matthew O'Donnell 3710 North FM 2148 Texarkana, TX 75503 314-922-6288	Texas	3
2	DCT TEXAS II, LLC c/o Matthew O'Donnell 3710 North FM 2148 Texarkana, TX 75503 314-922-6288	Texas	1
1	DM RESTAURANT VENTURES LLC c/o Suresh George 12909 North 38th Street Edinburg, TX 78541 956-579-2431	Texas	1

1	WEU CONSULTANTS LLC c/o Travis Rigby 102 East Cobblecreek Drive Cedar City, UT 84721 435-691-1939	Utah	3
2	ALESHIRE ENTERPRISES LLC c/o Mitch Aleshire 328 South 70th Avenue West Duluth, MN 55807 218-391-1300	Wisconsin	1

Ceased Operations			
3	IRONMAN PIZZA INC. c/o Todd J. Allen 1100 State Street Muscle Shoals, AL 35661 256-627-0658	Alabama	1
3	PJ CHEESE, INC. c/o Douglas S. Stephens 2300 Resource Drive Birmingham, AL 35242 205-981-2800	Alabama	2
3	PJ LOUISIANA, L.L.C. c/o Douglas S. Stephens 2300 Resource Drive Birmingham, AL 35242 205-981-2800	Alabama – 1 Louisiana – 3	4
3	THIRD WORTHINGTON INC c/o Matthew Studer 2403 North Pebble Creek Parkway, Suite 110 Goodyear, AZ 85395 239-771-2723	Alabama	5

3	BUCKSTONE WEST, LLC c/o Steven E. Murphy 15A North Wickliffe Circle Austintown, OH 44515 330-540-4007	Alaska	1
4	ALISA RESTAURANTS LLC c/o Sabina Khetani 912 West Keiser Avenue Osceola, AR 72370 901-552-7735	Arkansas – 1 Missouri – 1	2
3	BAJCO ARIZONA, LLC c/o Nadeem Bajwa 1275 Boardman Canfield Road, Suit B Boardman, OH 44512 330-533-0900	Arizona	1
3	PWP TUCSON LLC c/o Matthew Studer 2403 North Pebble Creek Parkway, Suite 110 Goodyear, AZ 85395 239-771-2723	Arizona	1
4	PJ NOOR HOLDINGS, LLC c/o Imran Damani 744 P Street, Suite 311 Fresno, CA 93721 559-825-0612	California	1
4	SUKHWALS, INC. c/o Pushpindra “Paul” Sukhwal 101 East Foothill Boulevard, Suite 6 Pomona, CA 91767 951-312-2647	California	1
4	YOUNG BUSINESS HOLDINGS, LLC c/o Ahmed Sadaqat 2721 Ships Road Hayward, CA 94545 415-913-0700	California	1

4	COLORADO TCC FAMILY PIZZA COMPANY, LLC c/o Tammy Lombardo 650 Fernglen Court Colorado Springs, CO 80906 719-440-1923t	Colorado	1
4	PAGOSA PIZZA, LLC c/o Chirag K. Patel 158 Hot Springs Boulevard Pagosa Springs, CO 81147 214-601-8626	Colorado	1
4	ARAMARK – VERIZON CENTER c/o Michael Bamford 601 F Street NW Washington, DC 20004 202-661-5155	District of Columbia	1
3	ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC. c/o Ann Marie Solomon 2400 Market Street Philadelphia, PA 19103 813-974-1283	Florida	1
3	FLOURISH PIZZA LLC c/o Matthew Studer 2403 North Pebble Creek Parkway, Suite 110 Goodyear, AZ 85395 239-771-2723	Florida	1
3	PITA HUT ENTERPRISES IV, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-578-1712	Florida	1
3	PROSPER PIZZA INC c/o Matthew Studer 2403 North Pebble Creek Parkway, Suite 110 Goodyear, AZ 85395 239-771-2723	Florida	2

3	PZZA GROUP, LLC c/o Ricardo Warman 7695 SW 104th Street, Suite 100 Pinecrest, FL 33156 386-852-5330	Florida	1
4	TAMPA SPORTSERVICE, INC. c/o Bruce Ground 250 Delaware Avenue Buffalo, NY 14202 813-301-6526	Florida	1
3	COMPASS GROUP USA, INC. D/B/A/ CHARTWELLS HIGHER ED c/o Sandi Hinman 2400 Yorkmont Road Charlotte, NC 28217 704-328-4000	Georgia – 1 South Carolina – 12 Texas - 1	14
4	SUBH GANESH LC c/o Dhavalkumar Patel 1885 Tallokas Road Moultrie, GA 31768 908-938-7689	Georgia	1
3	VQ PJS HAWAII LLC c/o Ranganath Madhabhushi 2791 Cowper Street Palo Alto, CA 94306 408-307-6455	Hawaii	3
3	BAJCO 100, LLC c/o Nadeem Bajwa 1275 Boardman Canfield Road, Suit B Boardman, OH 44512 330-533-0900	Indiana	1
3	LMT SERVICES, LLC DOWNTOWN c/o Kenyatta Ford-Theodore 271 Oakmont Drive New Orleans, LA 70128 504-228-4420	Louisiana	1

3	PAPA TEXAS, LLC c/o Guillermo Perales 4515 LBJ Freeway Dallas, TX 75244 972-232-2118	Louisiana – 1 Pennsylvania - 1 Texas - 3	5
3	PITA HUT ENTERPRISES XVI, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-578-1712	Maryland	1
4	JVP III, LLC c/o John E. Klein 850 Alta Vista Drive Cape Girardeau, MO 63701-4704 443-614-0768	Missouri	1
3	WORKING BETTER TOGETHER LLC c/o Sameer Merchant 834 Kings Forest Lane Richmond, TX 77469 281-236-4801	New Mexico	2
3	PJ NORTH CAROLINA, LLC c/o Doug Pak 949 South Coast Drive, Suite 450 Costa Mesa, CA 92626 714-450-7642	North Carolina	1
3	SODEXO OPERATIONS, LLC c/o Kimberly Rosemeier 9801 Washingtonnian Boulevard Gaithersburg, MD 20878 301-987-4924	North Carolina	1
3	OHIO PIZZA DELIVERY CO. c/o Douglas S. Stephens 2300 Resource Drive Birmingham, AL 35242 205-981-2800	Ohio	1

3	DOUGHRIFIC DEVELOPMENT INC c/o Laryn Blake Fultz 5650 Eagle Crest Lane Knoxville, TN 37921 865-806-9589	Tennessee	1
3	TEZ LLC c/o Inderjit Kaur Heer 1085 Constitution Court Cookeville, TN 38501 931-284-2192	Tennessee	1
4	DIAMOND E-5 LLC c/o Esam Zalawi 6012 FM 307 Midland, TX 79706 915-799-3581	Texas	1
3	DCT Texas LLC c/o Matthew O'Donnell 3710 North FM 2148 Texarkana, TX 75503 314-922-6288	Texas	1

4	ONEWAY MANAGEMENT COMPANY, INC. c//o Jagdish Kapadia 25119 Callaway San Antonio, TX 78260 210-771-7788	Texas	1
3	POINT PIZZA DALLAS, LLC c/o Peter Scala 101 Deepwood Road Bedford, NY 10506 347-861-5488	Texas	1
4	PRUDENT CHOICE SERVICE LLC c/o Olawole Soyebo 2304 Oak Lane, Suite 221 Grand Prairie, TX 75051 817-721-8170	Texas	1
3	STAR PAPA, LP c/o Guillermo Perales 4515 LBJ Freeway Dallas, TX 75244-5904 972-232-2118	Texas	4
4	ZTF ENTERPRISE, INC. c/o Najmus Saqib 13611 Dempley Drive Houston, TX 77041 832-647-0407	Texas	1
3	BRIGHAM YOUNG UNIVESITY c/o Dean Wright Brigham Young University 166 SASB Provo, UT 84602 801-422-4935	Utah	1
3	7-ELEVEN INC c/o Dawud Crooms 3200 Hackberry Road Irving, TX 75063 972-828-7318	Virginia	1

4	PIZZA BROTHERS EAST, INC. c/o Marc Eden 2813 University Boulevard West Kensington, MD 20895 301-942-8896	Virginia	1
3	CASCADE DINING LLC c/o Jesse Smith 5391 Par Fore Drive SE Port Orchard, WA 98367 253-606-9258	Washington	1
3	KPIZZA, LLC c/o Ajay Keshap 8525 Tobias Avenue, Unit #288 Panorama City, CA 91402 818-929-6332	Washington	2
3	ROSE CITY PIZZA, LLC c/o Edward Taliaferro 22010 49th Avenue, SE Bothell, WA 98021 425-881-3338	Washington	1
4	ALPHABETA LLC c/o Prayas Neupane 110 Main Street Beckley, WV 25801 202-503-7141	West Virginia	1

Development Agreement Terminations			
7	COASTAL PIZZA VENTURES, INC. c/o Robert Falkowski 107 Pamlico Drive Holly Ridge, NC 28445 910-508-0801	North Carolina	1
7	DOUGHRIFIC DEVELOPMENT INC c/o Laryn Blake Fultz 5650 Eagle Crest Lane Knoxville, TN 37921 865-806-9589	Tennessee	3

7	R&G LLC c/o Brijesh Patel 90 Reliance Road Middletown, VA 22645 540-354-5191	Virginia	1
7	SVP NORTH, INC. c/o Dean Danas 17 Ridge Court Lexington, VA 24450 540-460-1691	Virginia	2

Joint Venture Divested			
(10)	COLONEL'S LIMITED, LLC c/o William Freitas 8520-A Tyco Road Vienna, VA 22182-7505 703-271-8818	Maryland – 59 Virginia – 26	85

(1) Franchisee sold or transferred all of its Restaurant(s) to other franchisees; no longer a part of system
(2) Franchisee sold part of its Restaurants to other franchisees
(3) Franchisee closed one or more Restaurants but continues to operate other Restaurants
(4) Franchisee closed all of its Restaurants; no longer a part of system
(5) Franchisee sold part of its Restaurants to other franchisees and closed all of its remaining Restaurant(s); no longer a part of system
(6) Franchisee sold or transferred all of its Restaurant(s) to Franchisor
(7) Area Developer who lost development rights without ever signing a unit franchise agreement or opening a franchise outlet
(8) Franchisee closed all of its Restaurants but remains a minority owner of other franchisee entities that continue to operate Restaurants
(9) Franchisee closed its only Restaurant due to destruction of the premises by fire. The franchisee stated that it intends to rebuild and re-open the Restaurant, but had not done so as of the date of this disclosure document
(10) Franchisee and Franchisor were in a joint venture and sold all of their Restaurants to another franchisee.

EXHIBIT O:

FINANCIAL STATEMENTS

Ernst & Young LLP
400 West Market Street
Suite 1200
Louisville, KY 40202

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Fax: +1 502 584 4221
www.ey.com

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Independent Auditor's Inclusion Letter

We agree to the inclusion in the Papa John's Franchising, LLC Franchise Disclosure Document dated March 30, 2026 of our report dated March 30, 2026, with respect to the financial statements of Papa John's Franchising, LLC as of December 28, 2025 and December 29, 2024 and the years ended December 28, 2025, December 29, 2024, and December 31, 2023.

Ernst & Young LLP

March 30, 2026

FINANCIAL STATEMENTS

Papa John's Franchising, LLC
As of December 28, 2025 and December 29, 2024 and the
Years Ended December 28, 2025 and December 29, 2024
and December 31, 2023
With Report of Independent Auditors

Papa John's Franchising, LLC

Financial Statements

As of December 28, 2025 and December 29, 2024 and the Years Ended December 28, 2025 and December 29, 2024 and December 31, 2023

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Louisville, KY 40202

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Report of Independent Auditors

The Board of Directors
Papa John's Franchising, LLC

Opinion

We have audited the financial statements of Papa John's Franchising, LLC (the Company), which comprise the balance sheets as of December 28, 2025 and December 29, 2024, and the related statements of operations, member's equity and cash flows for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for the years ended December 28, 2025, December 29, 2024, and December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Ernst & Young LLP

March 30, 2026

Papa John's Franchising, LLC

Balance Sheets

(In Thousands)

	December 28, 2025	December 29, 2024
Assets		
Current assets:		
Cash and cash equivalents	**$ —**	$ —
Accounts receivable (less allowance for credit losses of $646 in 2025 and $321 in 2024)	**14,598**	14,692
Total current assets	**14,598**	14,692
Advances to related parties	**6,404**	7,701
Related party notes receivable	**15,000**	15,000
Total assets	**$ 36,002**	$ 37,393
Liabilities and member's equity		
Current liabilities:		
Accrued expenses	**$ 50**	$ 2
Current deferred revenue	**2,351**	2,368
Total current liabilities	**2,401**	2,370
Deferred revenue	**12,911**	14,813
Total liabilities	**15,312**	17,183
Member's equity:		
Paid-in capital	**15,100**	15,100
Retained earnings	**5,590**	5,110
Total member's equity	**20,690**	20,210
Total liabilities and member's equity	**$ 36,002**	$ 37,393

See accompanying notes.

Papa John's Franchising, LLC

Statements of Operations

(In Thousands)

	Years Ended		
	December 28, 2025	**December 29, 2024**	**December 31, 2023**
Revenues:			
Royalty fees	**$ 142,323**	$ 141,892	$ 146,990
Franchise fees	**1,156**	1,349	1,827
Total revenues	**143,479**	143,241	148,817
Costs and expenses:			
General and administrative expenses	**$ 42,301**	$ 34,905	$ 14,793
Other taxes	**285**	253	276
Bad debt expense	**413**	107	276
Total costs and expenses	**42,999**	35,265	15,345
Operating income	**100,480**	107,976	133,472
Net income	**$ 100,480**	$ 107,976	$ 133,472

See accompanying notes.

Papa John's Franchising, LLC

Statements of Member's Equity

(In Thousands)

	Paid-In Capital	Retained Earnings	Total Member's Equity
Balance at December 25, 2022	$ 15,100	$ 6,662	$ 21,762
Member distributions	—	(132,000)	(132,000)
Net income	—	133,472	133,472
Balance at December 31, 2023	15,100	8,134	23,234
Member distributions	—	(111,000)	(111,000)
Net income	—	107,976	107,976
Balance at December 29, 2024	15,100	5,110	20,210
Member distributions	**—**	**(100,000)**	**(100,000)**
Net income	**—**	**100,480**	**100,480**
Balance at December 28, 2025	**$ 15,100**	**$ 5,590**	**$ 20,690**

See accompanying notes.

Papa John's Franchising, LLC

Statements of Cash Flows

(In Thousands)

	Years Ended		
	December 28, 2025	**December 29, 2024**	**December 31, 2023**
Operating activities			
Net income	**$ 100,480**	$ 107,976	$ 133,472
Adjustments to reconcile net income to net cash provided by operating activities			
Bad debt expense	**413**	107	276
Changes in operating assets and liabilities			
Accounts receivable, net	**(319)**	2,955	(3,952)
Accrued expenses	**48**	(44)	(68)
Deferred revenue	**(1,919)**	1,040	(2,177)
Net cash provided by operating activities	**98,703**	112,034	127,551
Investing activities			
Advances to related parties	**(98,703)**	(112,034)	(127,551)
Net cash used in investing activities	**(98,703)**	(112,034)	(127,551)
Financing activities			
Proceeds from member contributions	**—**	—	—
Net cash provided by financing activities	**—**	—	—
Change in cash and cash equivalents	**—**	—	—
Cash and cash equivalents at beginning of period	**$ —**	$ —	$ —
Cash and cash equivalents at end of period	**$ —**	$ —	$ —

See accompanying notes.

Papa John's Franchising, LLC

Notes to Financial Statements

(In Thousands)

1. Organization

Papa John's Franchising, LLC ("PJF" or "the Company" or referred to in the first person notations of "we," "us" and "our") is a Kentucky limited liability company ("LLC") organized on November 6, 2020. The purpose of PJF is to manage and sell U.S. and Canadian franchises for the operation of pizza businesses known as Papa Johns restaurants.

PJF is a direct and wholly owned subsidiary of Papa John's International, Inc., a Delaware corporation ("PJI"). PJI is the sole member of PJF and retains full ownership interest in the Company.

2. Significant Accounting Policies

Basis of Accounting

The preparation of these financial statements is in conformity with accounting principles generally accepted in the United States.

The Statements of Cash Flows include reclassifications to a new line item that includes non-cash Bad debt expense, which did not change Net cash provided by operating activities, Net cash used in investing activities or Net cash used in financing activities. Presentation changes to the Statements of Cash Flows have been applied retrospectively, and as such, the results from the years ended December 29, 2024 and December 31, 2023 have been reclassified for consistency with the current year presentation.

Use of Estimates

In preparing the financial statements, management is required to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Fiscal Year

Our fiscal year ends on the last Sunday in December of each year.

Comprehensive Income

The Company does not have any comprehensive income other than the revenue and expense items included in the statements of operations. As a result, comprehensive income equals net income for the years ended December 28, 2025 and December 29, 2024 and December 31, 2023.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an initial maturity of three months or less to be cash and cash equivalents. As of December 28, 2025 and December 29, 2024, all cash

was swept to Papa John's USA, Inc. (a wholly owned subsidiary of PJI) ("PJUSA") as PJUSA provides banking and cash management for PJF's business operations as part of the franchise supervision and support services agreement (see "Note 3. Related Parties"). Cash is swept back to PJF from PJUSA as needed to support the Company's operations. For the years ended December 28, 2025 and December 29, 2024, and December 31, 2023, $98,703 and $112,034 and $127,551 of cash was advanced to PJUSA related to this activity.

Accounts Receivable

Substantially all accounts receivable is due from franchisees for royalties. Credit is extended based on an evaluation of the franchisee's financial condition and collateral is generally not required. An allowance for credit losses is an estimate, even if remote, based upon historical account write-off trends, facts about the current financial condition of the debtor, forecasts of future operating results based upon current trends of select operating metrics and macroeconomic factors. Account balances are charged off against the allowance after recovery efforts have ceased. The allowance for credit losses totaled approximately $646 and $321 as of December 28, 2025 and December 29, 2024, respectively.

The following table summarizes changes in the Company's allowances for credit losses for accounts receivable:

	Allowance for credit losses
Balance at December 31, 2023	$ 366
Current period provision for expected credit losses	106
Write-offs charged against the allowance	(151)
Balance at December 29, 2024	321
Current period (benefit) provision for expected credit losses	413
Write-offs charged against the allowance	(88)
Balance at December 28, 2025	$ 646

Income Taxes

PJF is a single member LLC, which is a disregarded entity for federal and state income tax purposes. As such, any income or loss for PJF is recorded on PJI's consolidated tax return.

Revenue Recognition

Franchise royalties, which are based on a percentage of franchise restaurant sales, are recognized as sales occur. Any royalty reductions, including waivers or those offered as part of a new store development incentive, are recognized at the same time as the related royalty, as they are not separately distinguishable from the full royalty rate. Our current standard franchise agreement requires the franchisee to pay a royalty fee of 5% of sales, and the majority of our existing franchised restaurants have a 5% contractual royalty rate in effect. Incentives offered from time

to time, including new store incentives, could reduce the contractual royalty rate paid. Franchise royalties are billed on a monthly basis.

Initial franchise license fees are billed at the store opening date. Area development exclusivity fees are billed upon execution of the development agreements which grant the right to develop franchised restaurants in future periods in specific geographic areas. Area development exclusivity fees are included in deferred revenue on the Balance Sheets and allocated on a pro rata basis to all stores opened under that specific development agreement. The pre-opening services provided to franchisees do not contain separate and distinct performance obligations from the franchise right; thus, the fees collected will be amortized on a straight-line basis beginning at the store opening date through the term of the franchise agreement, which is typically 10 years.

Franchise license renewal fees, which generally occur every 10 years, are billed before the renewal date. Fees received for future license renewal periods are included in deferred revenue on the Balance Sheets and amortized over the life of the renewal period.

PJF offers various incentive programs for franchisees including royalty incentives, new restaurant opening incentives (development incentives) and other support initiatives. Royalties and franchise fees sales are reduced to reflect any royalty incentives earned or granted under these programs that are in the form of discounts.

In connection with a refranchising during 2024 and 2022, deferred revenue includes the initially recognized deferred royalty streams of $2,603 and $12,150, respectively. These royalty streams are recognized as royalty fees over the 10-year terms of the franchise agreements executed concurrent with the dispositions and the balances of the deferred royalty stream totaled $9,892 and $11,368 at December 28, 2025 and December 29, 2024, respectively.

Contract Liabilities

Contract liabilities primarily relate to the deferred royalty streams, franchise fees, and area development fees which are classified as deferred revenue on the Balance Sheets. The contract liability balance in deferred revenue was $15,262 and $17,181 as of December 28, 2025 and December 29, 2024, respectively.

Franchise fees are recorded to Deferred revenue upon new store openings and revenue is recognized over the 10-year term of the franchise agreement. Area development fees related to unopened stores are included in Deferred revenue and timing of revenue recognition is dependent upon the timing of store openings. The following table includes estimated revenue expected to be

recognized in the respective fiscal periods related to performance obligations that are unsatisfied as of December 28, 2025.

Contract Balances		
2026	$	2,351
2027		2,226
2028		2,096
2029		1,973
2030		1,856
Thereafter		3,130
Royalty and franchisee fees		13,632
Area development fees		1,630
Deferred revenue	$	15,262

Fair Value

PJF is required to determine the fair value of financial assets and liabilities based on the price that would be received to sell the asset or paid to transfer the liability to a market participant. Fair value is a market-based measurement, not an entity specific measurement. The fair value of certain assets and liabilities approximates carrying value because of the short-term nature of the accounts, including cash and cash equivalents, accounts receivable, net of allowance for credit losses and advances to related parties.

3. Related Parties

PJI is the parent company, directly or indirectly, of all Papa Johns related entities and was the franchisor of Papa Johns pizza franchises prior to February 22, 2021. PJF became the franchisor of all existing North America franchise and development agreements on February 22, 2021, as PJI assigned the rights of the existing franchise agreements to PJF on this date.

Papa Johns trademarks and certain other intellectual property are owned by PJI. On February 22, 2021, PJF entered into a license agreement with PJI for the use of PJI's trademarks and certain other intellectual property. Total fees under the agreement were and $828 and $803 recorded in General and administrative expenses in the statements of operations for both years ended December 28, 2025 and December 29, 2024.

Further, on February 22, 2021, PJF entered into a franchise supervision and support services agreement with PJUSA to provide financial, support, training, supervision, and compliance-related services, among others. In fiscal year 2024, and maintained thereafter, we updated our internal cost allocations resulting in higher allocated fees under the franchise supervision and support services agreement. In fiscal year 2025, allocated fees increased due to an increase in the costs incurred by PJUSA in providing franchise supervision and support services. Total fees under the agreement were $41,473 and $33,914 recorded in General and administrative expenses in the statements of operations for the years ended December 28, 2025 and December 29, 2024, respectively.

On March 2, 2021, PJF entered into a promissory note with PJUSA for $15,000, due the earlier of written demand or December 31, 2030. This promissory note is interest free and no imputed interest was considered as the promissory note is with a related party, PJUSA. Further, the promissory note includes an annual default penalty rate of 10.25% commencing only on the due date if the note is in default. As the promissory note was not called by PJF and is not currently due as of December 28, 2025, there was no impact of this provision on the financial statements in 2025 or 2024. The promissory note is recorded within Related party notes receivable on the Balance Sheet as of December 28, 2025 and December 29, 2024.

Advances to related parties represents funds in excess of distributions to PJI under the centralized cash management activities.

4. Member's Equity

During the year ended December 28, 2025, December 29, 2024, and December 31, 2023, PJF received no member contributions. During the year ended December 28, 2025, the Company did make member distributions of $100,000 to its member, PJI. The member distributions of $100,000 were authorized and effected in December 2025. During the year ended December 29, 2024, PJF made member distributions of $111,000 to its member, PJI and during the year ended December 31, 2023, made member distributions of $132,000 to its member, PJI.

The member distributions represent the forgiveness or extinguishment of Advances to related parties made initially through the centralized cash management activities that were subsequently settled through Member’s Equity. These member distributions are noncash activities that impact Advances to related parties.

5. Subsequent Events

Management has evaluated and identified no subsequent events through March 30, 2026, the date the financial statements were available to be issued.

EXHIBIT P:

STATE-SPECIFIC DISCLOSURES

AND STATE-SPECIFIC AGREEMENT AMENDMENTS

Illinois Disclosure

1. Items 1 and 5 are amended by adding the following paragraph:

Under all Development Agreements and Franchise Agreements that are subject to the Illinois Franchise Disclosure Act, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. A new footnote 18 is added following the Tables included in Item 7, providing as follows:

With respect to the column headed "When Payable" in the foregoing tables, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading if the Development Agreement and Franchise Agreement are subject to the Illinois Franchise Disclosure Act. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. The "Summary" section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

4. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

However, except for federal law, Illinois law applies if the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

5. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

Illinois Amendment to Franchise Agreement – Standard Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (c), which shall be considered an integral part of the Agreement:

> (c) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a) of the Agreement, under the heading “Initial Franchise Fee and Royalties” is amended by adding the following:

> All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor’s affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (c) which shall be considered an integral part of the Agreement:

> (c) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

> (b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.
>
> (c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

> (h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

> Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By:_____

Title: _____

Illinois Amendment to Franchise Agreement – Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

> (e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a) of the Agreement, under the heading “Initial Franchise Fee and Royalties” is amended by adding the following:

> All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor’s affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (j) which shall be considered an integral part of the Agreement:

> (j) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

> (b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.
>
> (c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

> (h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

> Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By:_____

Title: _____

Illinois Amendment to Franchise Agreement – Small-Town Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

> (e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a) of the Agreement, under the heading “Initial Franchise Fee and Royalties” is amended by adding the following:

> All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor’s affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (j) which shall be considered an integral part of the Agreement:

> (j) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

> (b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.
>
> (c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

> (h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

> Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non-Traditional Restaurant was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By:_____

Title: _____

Illinois Amendment to Development Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading “Initial Fee Payment” is amended in its entirety, to provide as follows:

> All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor’s affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

2. Section 9 of the Agreement, under the heading “Default and Termination," shall be amended by the addition of the following new paragraph (f) which shall be considered an integral part of the Agreement:

> (f) If any of the provisions of this Section 9 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Sections 14 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

> (b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.
>
> (c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

4. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

> (h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. Section 16 of the Agreement, under the heading "Miscellaneous,” shall be amended by the addition of the following language:

> Nothing in this Section 16 or this Agreement shall act as a waiver of any of Franchisee’s rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By:_____

Title:_____

PAPA JOHN'S FRANCHISING, LLC

By:_____

Title: _____

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

> The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 et seq.).
>
> The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure 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.

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. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this addendum to the disclosure document.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

Maryland Amendment to Franchise Agreement – Standard Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Releases. Sections 2(b)(vi) and 14(c)(vi)(H) are each amended to add the following:

   The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Franchise Fee. Section 3(a) is amended by adding the following:

   Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Entire Agreement. Section 25(d) is amended by adding the following:

   All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Mandatory Arbitration. Section 23(a) is amended by adding the following:

   This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

5. Time Limit on Filing. Section 23(f) is amended by adding the following:

   The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Acknowledgments. The following shall be included as a new Section 25(n):

   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.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Maryland Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. Sections 2(b)(vii) and 14(c)(vi)(H) are each amended to add the following:

   The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Franchise Fee. Section 3(a) is amended by adding the following:

   Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Entire Agreement. Section 25(c) is amended by adding the following:

   All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Mandatory Arbitration. Section 23(a) is amended by adding the following:

   This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

5. Time Limit on Filing. Section 23(f) is amended by adding the following:

   The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Acknowledgements. The following shall be included as a new Section 25(l):

   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.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Maryland Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. Sections 2(b)(viii) and 14(c)(vi)(H) are each amended to add the following:

   The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Franchise Fee. Section 3(a) is amended by adding the following:

   Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Entire Agreement. Section 25(c) is amended by adding the following:

   All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Mandatory Arbitration. Section 23(a) is amended by adding the following:

   This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

5. Time Limit on Filing. Section 23(f) is amended by adding the following:

   The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Acknowledgments. The following shall be included as a new Section 25(l):

   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.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Maryland Area Development Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Area Development Agreement (the "Agreement") agree as follows:

1. The Agreement is amended to include the following:

   Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

   A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure 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.

   The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

   All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

   The Franchisee Compliance Certification is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

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

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Developer Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Minnesota Disclosure

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 Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of Minnesota shall be amended as follows:

1. 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.

2. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

3. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

4. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law are met independently without reference to this addendum to the disclosure document.

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 Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Releases. The following sentence is added to Sections 2(c)(viii) and 14(c)(vii):

   Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Franchise Agreement; Default and Termination. Sections 2 and 19 are each amended by adding the following:

   Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Licensed Marks and Copyrights. Section 7 is amended by adding the following:

   Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. Time Limit on Filing. Section 23(f) is amended to add the following:

   Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Jurisdiction and Venue. Sections 23(b) and 23(c) are amended to add the following:

   Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. Entire Agreement. Section 25(c) is amended by adding the following:

   Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

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

8. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

9. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

10. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Minnesota Franchise Agreement Amendment – Non-Traditional Restaurant

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 Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. The following sentence is added to Sections 2(c)(viii) and 14(c)(vii):

   Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Franchise Agreement; Default and Termination. Sections 2 and 19 are each amended by adding the following:

   Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Licensed Marks and Copyrights. Section 7 is amended by adding the following:

   Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. Time Limit on Filing. Section 23(f) is amended to add the following:

   Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Jurisdiction and Venue. Sections 23(b) and 23(c) are amended to add the following:

   Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. Entire Agreement. Section 25(c) is amended by adding the following:

   Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

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

8. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

9. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

10. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

N WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Minnesota Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

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 Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. The following sentence is added to Sections 2(c)(viii) and 14(c)(vii):

   Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Franchise Agreement; Default and Termination. Sections 2 and 19 are each amended by adding the following:

   Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Licensed Marks and Copyrights. Section 7 is amended by adding the following:

   Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. Time Limit on Filing. Section 23(f) is amended to add the following:

   Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Jurisdiction and Venue. Sections 23(b) and 23(c) are amended to add the following:

   Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. Entire Agreement. Section 25(c) is amended by adding the following:

   Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

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

8. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

9. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

10. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Minnesota Development 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 Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of the Franchise Agreement.

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues. 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.

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.

Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Developer Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

New York Disclosure

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A 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, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK
10271.

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.

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 Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be amended by the addition of the following text: Except as otherwise identified in this Item 3:

1. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action (or a significant number of civil or arbitration actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

2. 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 any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

3. 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 any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of 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 franchise as a real estate broker or sales agent.

2. The last paragraph under Item 4, "Bankruptcy" is amended by the addition of the following paragraph at the end of the Item:

> Except as indicated above, neither the franchisor, nor any predecessor or current officer of the Franchisor, during the ten-year period immediately preceding the date of this disclosure document, has filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer in 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 one year of the time that the officer or general partner held this position in the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting rows d, j, and w, and the following new rows d, j, and w shall be substituted in their place:

Provision	**Section in Franchise Agreement**	**Summary**
d. Termination by you	None	Pursuant to New York General Business Law, the franchisee may terminate the Agreement on the grounds (if any) that are available by law.
j. Assignment of contract by us	Section 14.(b) of Franchise Agreement; Section 10.(a) of Development Agreement	No restriction on our right to assign in the Franchise Agreement or the Development Agreement. However, no assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligation under the agreement.
w. Choice of law	Section 14.(b) of Franchise Agreement; Section of Development Agreement	Kentucky. The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33.

4. 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 Amendment to Franchise Agreement

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 Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2(b)(vi) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vi) You and we must execute and deliver a general release, in the form we prescribe, provided, our release of you will not include a release of any fees or royalties due under this Agreement, any amounts due to us or any of our Affiliates for products or services provided or otherwise payable to us or any of our Affiliates in the ordinary course of business, or any unfulfilled mandatory operational or system requirements (such as image or computer system upgrades or menu or product changes), provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 14(c)(i)(B)(8) of the Agreement, under the heading "Transfers; Our Rights of First Refusal," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (8) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Section 20 (a) (vii) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (vii) pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement;

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION

23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

New York Amendment to Franchise Agreement – Non-Traditional Restaurant

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 Papa John's Franchising, LLC Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2(c)(viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14(c)(vii) of the Agreement, under the heading "Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20(f) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR

TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

New York Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

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 Papa John's Franchising, LLC Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2(c)(viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14(c)(vii) of the Agreement, under the heading "Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20(f) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR

TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

New York Amendment to Development Agreement

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 Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 14(a)(iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 14.(a).

2. Section 14(c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR AFFILIATE, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANTS ARE LOCATED.

3. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

4. 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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

North Dakota Disclosure

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 Franchise Disclosure Document for Papa John's Franchising, LLC shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

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 parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement shall be amended by the addition of the following Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

North Dakota Franchise Agreement Amendment – Non-Traditional Restaurant

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 parties to the attached Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. The Agreement shall be amended by the addition of the following Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

II. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

North Dakota Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

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 parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement shall be amended by the addition of the following Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

North Dakota Development 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 parties to the attached Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

The Agreement shall be amended by the addition of the following Section 17:

17. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC	_____
Franchisor	Developer Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside 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. This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the disclosure document.

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 Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 23 (b) of the Agreement, under the heading "Governing Law" shall be amended by the addition of the following paragraph:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC	_____
Franchisor	Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Rhode Island Franchise Agreement Amendment – Non-Traditional Restaurant

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 Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Section 23 (b) of the Agreement, under the heading "Governing Law" shall be amended by the addition of the following paragraph:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Rhode Island Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

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 Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant(the "Agreement") agree as follows:

1. Section 23 (b) of the Agreement, under the heading "Governing Law" shall be amended by the addition of the following paragraph:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC	_____
Franchisor	Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Rhode Island Development 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 Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC	_____
Franchisor	Developer Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

South Dakota Disclosure and
Amendment to Franchise Agreement

1. Items 1 and 5 of the Franchise Disclosure Document, and the relevant provisions of the Franchise Agreement and Development Agreement, are amended by adding the following paragraph:

> Under all Development Agreements and Franchise Agreements that are subject to SDCL 37-5B-5, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading.

Papa John's Franchising, LLC	_____
Franchisor	Developer Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Washington Disclosure

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

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 parties to the attached Papa John's Franchising, LLC Franchise Agreement agree as follows:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is

inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Washington Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant agree as follows:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is

inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Washington Franchise Agreement Amendment – Small-Town Non-Traditional Restaurant

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant agree as follows:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is

inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC	_____
Franchisor	Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Washington Development 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 parties to the attached Papa John's Franchising, LLC Development Agreement agree as follows:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is

inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC Franchisor	_____ Developer Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT Q: STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	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.

EXHIBIT R: RECEIPTS

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 Papa John's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) in NY, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in IA, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in MI, at least 10 business days before you sign any binding agreement or pay us any consideration, whichever happens first.

If Papa John's Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The only sellers offering the franchise described in this disclosure document are: John Matter, telephone 502-261-4155, email John_Matter@papajohns.com; Cole Goodlett, telephone 502-261-7272, email Cole_Goodlett@papajohns.com; Jessica Ordona, telephone 301-704-8893, email Jessica_Ordona@papajohns.com; Deborah McDonagh, telephone 630-730-1651, email Deborah_Mcdonagh@papajohns.com; Max Williams, telephone 404-234-0199, email Max_Williams@papajohns.com; and Lauren Crisci, telephone 317-661-0006, email LCrisci@allpointspr.com. These sellers may be contacted by mail at P.O. Box 99900, Louisville, Kentucky 40269, street address 2002 Papa John's Boulevard, Louisville, Kentucky 40299 or by fax at 502-261-4324.

This disclosure document was issued March 31, 2026. We authorize the respective state agencies identified on Exhibit A to receive service of process for Papa John's Franchising, LLC in the particular state.

I have received a disclosure document dated March 31, 2026, that included the following Exhibits:

A	State Agencies/Agents for Service of Process	I	Operating Manual Table of Contents
B	Franchise Agreement	J	Cooperative By-Laws
C	Equipment Lease	K-1	Owner Agreement
D-1	Franchise Agreement — Non-Traditional Restaurant	K-2	Relationship Agreement
D-2	Franchise Agreement – Small-Town Restaurant	L	Form of Authorization to Transfer
E	Development Agreement	M	List of Franchisees
F	Authorization of Automatic Withdrawal	N	Exhibit to Item 20
G	Cheese Purchase Agreement	O	Financial Statements
H	Advertising Agreement	P	State-Specific Disclosures and State-Specific Agreement Amendments
		Q	State Effective Dates
		R	Receipts

_____
Date

_____
Franchisee Signature

_____
Printed Name

Please keep this copy

EXHIBIT R: RECEIPTS

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 Papa John's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) in NY, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in IA, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in MI, at least 10 business days before you sign any binding agreement or pay us any consideration, whichever happens first.

If Papa John's Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The only sellers offering the franchise described in this disclosure document are: John Matter, telephone 502-261-4155, email John_Matter@papajohns.com; Cole Goodlett, telephone 502-261-7272, email Cole_Goodlett@papajohns.com; Jessica Ordona, telephone 301-704-8893, email Jessica_Ordona@papajohns.com; Deborah McDonagh, telephone 630-730-1651, email Deborah_Mcdonagh@papajohns.com; Max Williams, telephone 404-234-0199, email Max_Williams@papajohns.com; and Lauren Crisci, telephone 317-661-0006, email LCrisci@allpointspr.com. These sellers may be contacted by mail at P.O. Box 99900, Louisville, Kentucky 40269, street address 2002 Papa John's Boulevard, Louisville, Kentucky 40299 or by fax at 502-261-4324.

This disclosure document was issued March 31, 2026. We authorize the respective state agencies identified on Exhibit A to receive service of process for Papa John's Franchising, LLC in the particular state.

I have received a disclosure document dated March 31, 2026, that included the following Exhibits:

A	State Agencies/Agents for Service of Process
B	Franchise Agreement
C	Equipment Lease
D-1	Franchise Agreement — Non-Traditional Restaurant
D-2	Franchise Agreement – Small-Town Restaurant
E	Development Agreement
F	Authorization of Automatic Withdrawal
G	Cheese Purchase Agreement
H	Advertising Agreement
I	Operating Manual Table of Contents
J	Cooperative By-Laws
K-1	Owner Agreement
K-2	Relationship Agreement
L	Form of Authorization to Transfer
M	List of Franchisees
N	Exhibit to Item 20
O	Financial Statements
P	State-Specific Disclosures and State-Specific Agreement Amendments
Q	State Effective Dates
R	Receipts

_____
Date

_____
Franchisee Signature

_____
Printed Name

Please sign, date, and return this copy to Papa John's Franchising, LLC