



## FRANCHISE DISCLOSURE DOCUMENT

Wingstop Franchising LLC  
A Delaware Limited Liability Company  
15505 Wright Brothers Drive  
Addison, Texas 75001  
(972) 686-6500  
[areadevelopment@wingstop.com](mailto:areadevelopment@wingstop.com)  
[www.wingstop.com](http://www.wingstop.com)

The franchise is to operate a restaurant under the WING-STOP<sup>®</sup> trade name and business system that serves cooked-to-order, hand-sauced and tossed chicken wings, boneless wings, and tenders, chicken sandwiches, seasoned fries, and beverages.

The total investment necessary to begin operation of a WING-STOP<sup>®</sup> Restaurant is \$259,400 to \$912,100, excluding real estate purchase and lease costs. This includes \$30,000 that must be paid to the franchisor or affiliate. You sign the Development Agreement even if you want only one Restaurant franchise. If you want development rights for more than one Restaurant, you must pay the franchisor a development fee equal to \$10,000 times the number of Restaurants you commit to develop.

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.**

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

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

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

Issuance date of this Franchise Disclosure Document: March 28, 2024

## 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
<b>How much can I earn?</b>	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 F.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only WING-STOP® business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a WING-STOP® franchisee?</b>	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 E.

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in its home state (currently Texas). Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in its home state (currently Texas) than in your own state.

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



**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED  
BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (A) A prohibition on the right of a franchisee to join an association of franchisees.
- (B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C).

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division  
Attn: Franchise  
670 G. Mennen Williams Building  
525 West Ottawa  
Lansing, Michigan 48909  
(517) 335-7567

Despite subparagraph (F) above, we intend to enforce fully the provisions of the arbitration sections contained in our Development Agreement and Franchise Agreement. We believe that subparagraph (F) is unconstitutional and cannot preclude us from enforcing our arbitration sections. If you acquire a franchise, you acknowledge that we will seek to enforce those sections as written, and that the terms of the Development Agreement and Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration sections.

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EXHIBITS:

- A. FINANCIAL STATEMENTS
- B. DEVELOPMENT AGREEMENT
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RECEIPTS

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

This disclosure document does not provide all of the information you should consider in deciding whether to enter into a development agreement or franchise agreement. You should independently investigate this franchise opportunity and consult with an advisor like an attorney and/or accountant.

Wingstop Franchising LLC, Parent Companies, and Predecessor. Wingstop Franchising LLC (“we,” “us,” and “our”) offers the franchise described in this disclosure document. “You” means the individual or business entity (corporation, limited liability company, etc.) that buys a franchise. Except for sole proprietorships, “you” does not include a business entity’s owners.

We are a Delaware limited liability company formed on October 3, 2018, with our home office at 15505 Wright Brothers Drive, Addison, Texas 75001. We do business primarily under our limited liability company name and the WING-STOP® trademark and no other name. If we have an agent in your state for service of process, we disclose that agent in Exhibit E to this disclosure document. We have offered franchises for Wingstop Restaurants (“Restaurants”) since November 2018. We have not offered franchises in any other line of business, have never operated a Restaurant, and have no other business activities.

We are a direct, wholly-owned subsidiary of Wingstop Funding LLC, which in turn is a direct, wholly-owned subsidiary of Wingstop Guarantor LLC. We and these 2 direct and indirect parent companies were organized as part of the original secured financing transaction completed in 2018 that is described below (the “Securitization Transaction”). We and these 2 other entities are indirect, wholly-owned subsidiaries of Wingstop Inc., a public company which is our ultimate parent company (“Wingstop Parent”), Wingstop Holdings, Inc., which is Wingstop Parent’s direct, wholly-owned subsidiary (“Holdings”), and Wingstop Restaurants Inc. (“WRI”), which is Holdings’ direct, wholly-owned subsidiary, the direct parent company of Wingstop Guarantor LLC, and (as the original and only franchisor of the Wingstop Restaurant franchise system before November 2018) our predecessor. We have no other predecessor. All of these Wingstop entities share our principal business address. No other parent or affiliate companies are disclosable in this Item.

The first Wingstop Restaurant opened in July 1994. WRI incorporated in November 1996 and began offering franchises for Restaurants in May 1997. Its first franchised Restaurant opened in April 1998. WRI was the franchisor of Wingstop Restaurants from 1997 until the closing of the Securitization Transaction in November 2018. WRI never offered franchises in another line of business. WRI operates 50 Restaurants as of the issuance date of this disclosure document and is our “manager” under a management agreement, as described below in the Securitization Transaction.

Wingstop GCM, LLC, WRI’s wholly-owned subsidiary with the same principal business address as us, administers certain aspects of the Wingstop gift card program (*i.e.*, gift cards issued/sold by third-party retailers, not by Wingstop Restaurants). It has never operated a Wingstop Restaurant or offered franchises in any line of business.

WRI maintains and administers the digital ecommerce platform that all franchisees must use.

Securitization Transaction. We, Wingstop Funding LLC, and Wingstop Guarantor LLC were organized as part of the Securitization Transaction, which closed in November 2018. As part of the Securitization Transaction, all existing U.S. and international franchise agreements and related agreements for Wingstop Restaurants were transferred to us, and we became the franchisor for all existing and future franchise and related agreements. Ownership and control of all U.S. and international

trademarks and certain other intellectual property relating to the operation of Wingstop Restaurants also were transferred to us.

At the closing of the Securitization Transaction in 2018, WRI (our predecessor and the original franchisor of the Wingstop system) entered into a management agreement with us under which WRI provides required support and services to Wingstop franchisees and prospective franchisees under their franchise agreements and development agreements and also acts as our franchise sales agent. We pay management fees to WRI for these services. However, as the franchisor, we are responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement signed with us are performed in compliance with the applicable agreement, regardless of who actually performs these services on our behalf.

Wingstop's Business and Description of the Franchise. Wingstop Restaurants offer chicken wings, boneless wings, tenders, and chicken sandwiches in a variety of highly-seasoned flavors. They also offer French fries, other foods, and beverages, including beer and wine where legally permitted. Restaurants operate under the WING-STOP® trade name and use a distinctive logo, which appears on this disclosure document's cover page. Restaurants also will operate under other trademarks, logos, and trade dress and use our uniform standards, exterior and interior Restaurant design, décor, color scheme, special recipes, operating procedures, products, and other items we determine and communicate to you through our confidential operating manuals and other means.

A Wingstop franchise entitles you to operate one Restaurant at an approved location. Our Development Agreement governs a Restaurant's development phase, location, and timeframe. The Development Agreement gives you the right to obtain a franchise for your Restaurant after you complete our site location procedures and sign a lease for a location we have accepted. You must sign a Franchise Agreement for the Restaurant as soon as you sign the lease. Each Franchise Agreement gives you the right to own and operate a single Restaurant at a specific location. You must sign our then-current form of Franchise Agreement for each Restaurant you open. If you are renewing your franchise because its term is about to expire, you also will sign a Renewal Rider to Franchise Agreement (Exhibit G) ("Renewal Rider"), which generally modifies certain provisions in our standard Franchise Agreement that do not apply to you because your Restaurant is already open. The version of Renewal Rider you will sign depends on your particular circumstances.

Your Development Agreement also states the terms on which you (and your controlled affiliates) may develop more than one Restaurant if we allow you to become a multi-Restaurant operator. We offer multi-Restaurant development rights only to qualified individuals. Typically, a prospective franchisee sends us a personal profile and application setting forth personal, financial, business, and other information on the prospective franchisee and its owners. No portion of the Development Fee is refundable if you fail to develop Restaurants according to your Development Agreement's terms. You must sign our then-current form of Franchise Agreement for each additional Wingstop Restaurant you develop. That form may differ from the form of Franchise Agreement included in this disclosure document. In limited circumstances, which depend exclusively on your development territory and timing considerations (i.e., how quickly the market should be developed due to competition and other business factors), WRI might be willing to find and secure the site for one or more of your required Restaurants, construct and develop the Restaurant for you, and then sell you the Restaurant and its assets under an asset purchase agreement, together with a lease assignment. You would be responsible under the asset purchase agreement for the costs of developing the Restaurant. You then would operate the Restaurant going forward under a Franchise Agreement with us. In addition, we periodically may incentivize development in undeveloped markets (i.e., in certain states in which there are no or only a few Wingstop

Restaurants). Such incentives may include waiver of a portion of the development fee and/or the franchise fee.

You must operate your Restaurant under the business system and operating procedures developed for the Wingstop system, as described in our Operations Manual. We and our affiliates have developed several proprietary, private-label products, including packaging and the sauces and seasonings Restaurants use to flavor their chicken wings, tenders, chicken sandwiches, and French fries. Franchisees must use our proprietary products and buy them from the Wingstop system's designated distributors. They also must use other ingredients meeting our grade and quality specifications.

Restaurants are designed to be located primarily in shopping centers. They typically occupy from 1,200 to 2,000 square feet of leased retail space. Restaurants feature a distinctive Wingstop décor, which we also consider proprietary. Restaurants provide limited customer seating, as many customers order digitally via our website or app or call in their orders for off-premises consumption.

Restaurants market their products to customers of all ages and economic levels. Restaurants have not experienced significant sales fluctuations that can be attributed to seasonal factors. This experience may not be typical of seasonal sales variations that other restaurant operators experience. Restaurants typically encounter lower sales after major consumer spending seasons (Christmas and the start of the school year) and during the winter, especially in the country's colder regions.

#### Industry Specific Regulation

The restaurant industry is heavily regulated. Many of the laws, rules, and regulations that apply to businesses generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act, also apply to restaurants. Other laws, rules, and regulations apply to restaurants offering alcoholic beverages.

You must have a beer/wine license before you open your Restaurant. The difficulty and cost of obtaining a beer/wine license, and the procedures for securing the license, vary greatly from area to area. There also is wide variation in state and local laws and regulations governing the sale of beer and wine. In addition, state dram shop laws give rise to potential liability for injuries directly or indirectly related to alcohol sales and consumption. Restaurants have been allowed to operate without serving beer/wine in areas where a beer/wine license could not be obtained. We may allow more Restaurants to open without a beer/wine license as we deem best.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce laws and regulations governing food preparation and service and restaurant sanitary conditions. State and local agencies inspect restaurants to ensure they comply with these laws and regulations. You should consider these and other applicable laws and regulations when evaluating your purchase of a franchise.

Restaurants compete generally with all kinds of quick-service food establishments. Chicken wings, boneless wings, tenders, chicken sandwiches, and other chicken products are the principal food items sold by Wingstop Restaurants. The availability of these products from independent suppliers throughout the United States and their wholesale cost are determined by market factors (including the supply needs of competitive businesses) over which we have little control. These supply chain issues will impact your operating costs and results during the franchise term.

**ITEM 2**  
**BUSINESS EXPERIENCE**

President (of Wingstop Franchising LLC) and President and Chief Executive Officer (of WRI): Michael Skipworth

Mr. Skipworth has been our President since October 2020 and also was our Treasurer from October 2018 to October 2021. He also has been WRI's President and Chief Executive Officer since March 2022, having previously served as WRI's Chief Operating Officer from August 2021 to March 2022, Executive Vice President from February 2018 to March 2022, and Chief Financial Officer from August 2017 until August 2021. He first joined WRI in December 2014 as Vice President of Finance.

Vice President and Treasurer (of Wingstop Franchising LLC) and Vice President and Corporate Controller (of WRI): Kelley Hartley

Ms. Hartley has been our Vice President and Treasurer since October 2018. She has also been WRI's Vice President and Corporate Controller since November 2017. She first joined WRI in August 2015 as Assistant Controller.

Senior Vice President and Chief Financial Officer (of both Wingstop Franchising LLC and WRI): Alex Kaleida

Mr. Kaleida has been our Senior Vice President and Chief Financial Officer since October 2021. Mr. Kaleida has been WRI's Senior Vice President and Chief Financial Officer since August 2021, having previously served as WRI's Vice President, Financial, Planning & Analysis from March 2019 until August 2021.

Senior Vice President & Chief US Franchise Operations Officer (of WRI): Marisa Carona

Ms. Carona has been WRI's Senior Vice President & Chief US Franchise Operations Officer since July 2022, having served as WRI's Senior Vice President, Chief Growth Officer since August 2021. Ms. Carona previously served as WRI's Vice President, Strategy and Chief of Staff from June 2019 to August 2021, Vice President, Global Operations Services from April 2017 to June 2019, and Senior Director, Guest Experience from May 2016 to April 2017.

Senior Vice President, Chief Information Officer (of WRI): Christopher Fallon

Mr. Fallon has been WRI's Senior Vice President, Chief Information Officer since December 2023. He was Senior Vice President, Chief Information Officer of Fortune Brands Water Innovations, Inc. located in North Olmsted, Ohio, from October 2021 to July 2023, and Senior Vice President, Technology of Starbucks Corporation, located in Seattle, Washington, from March 2016 to October 2021.

Senior Vice President, General Counsel, and Secretary (of both Wingstop Franchising LLC and WRI): Albert McGrath

Mr. McGrath has been our and WRI's Senior Vice President, General Counsel, and Secretary since March 2020. He was General Counsel of Fogo de Chão, Inc., located in Plano, Texas, from October 2014 to March 2020.



Senior Vice President, President of International (of WRI): Rajneesh Kapoor

Mr. Kapoor has been WRI's Senior Vice President, President of International since May 2023. He was Senior Vice President, Foodservice for 7-Eleven, Inc., located in Irving, Texas, from November 2017 to April 2023.

Senior Vice President, Chief Brand Officer (of WRI): Melissa Cash

Ms. Cash has been WRI's Senior Vice President, Chief Brand Officer since March 2024, having served as WRI's Vice President, Global Brand Marketing since May 2022. Ms. Cash previously served as Director, Brand and Advertising for The Wendy's Company, located in Dublin, Ohio, from November 2018 to April 2022.

Director of Franchise Sales (of WRI): John Pugh

Mr. Pugh has been WRI's Director of Franchise Sales since August 2022, having previously served as Regional Manager of Franchise Sales from December 2020 to August 2022. He first joined WRI in January 2019 as Regional Marketing Director.

**ITEM 3**  
**LITIGATION**

Wingstop Franchising LLC v. B. Wing & Flight 83 SAS (London Court of International Arbitration ("LCIA"), Consolidated Arbitration Nos. 215285 and 215356). On September 3, 2021, we commenced an arbitration proceeding with the LCIA against B. Wing, our franchisee operating in France under our International Multiple Unit Franchise Agreement ("IMUFA"), and later added to the proceeding its affiliate Flight 83 SAS. We sought a declaration of both the termination of the franchisee's territorial exclusivity and the reduced scope of the franchisee's territory remaining as a result of its defaults under the IMUFA. We also sought payment of outstanding amounts due, reimbursement of costs and fees incurred in enforcing the IMUFA, and payment of interest on all amounts found to be due. The franchisee responded to our arbitration demand on October 15, 2021, requesting dismissal of our claims, seeking declarations that we did not validly terminate the franchisee's exclusivity, terminate its right to engage sub-franchisees, or reduce its territory under the IMUFA, and alleging that we breached the IMUFA by unlawfully rejecting the franchisee's development proposals. The franchisee's formal October 15, 2021, response to our arbitration demand and April 14, 2022, Statement of Defence and Counterclaim requested that we pay damages in an unspecified amount, legal costs and expenses to be incurred by the franchisee in the arbitration, interest, and such other relief as the arbitrator considered appropriate. We submitted our Reply and Defence to Counterclaims on November 1, 2022. An arbitration hearing was held on June 12, 2023. The Arbitral Tribunal issued its ruling on September 27, 2023, that, among other determinations, (a) rejected the franchisee's jurisdictional objection, (b) accepted that the franchisee breached material provisions of the IMUFA by failing to meet development obligations in 2018 and 2019, (c) found that we validly reduced the right to territorial exclusivity, (d) rejected the franchisee's claim that we breached the IMUFA by rejecting sites, (e) determined that the franchisee continues to be in breach of the IMUFA, (f) determined that Flight 83 has no more rights than the franchisee under the IMUFA, and (g) determined that we did not validly exercise our right to reduce the franchisee's territory. We subsequently notified the franchisee of our termination of its right to develop additional restaurants within France, which the franchisee has challenged. We intend to seek damages at a quantum hearing to be scheduled.

Other than this action, 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 Restaurant franchise program always involves two types of agreements and fees: a Development Agreement with development fees and a Franchise Agreement with franchise fees.

The Development Agreement gives you an option to purchase a Restaurant franchise. The option becomes exercisable when you secure a suitable Restaurant site during the option period (which usually lasts 180 days). You pay a \$10,000 development fee when you sign the Development Agreement. If you obtain development rights for additional Restaurants, you must pay a development fee equal to \$10,000 times the number of additional Restaurants you commit to develop. You must pay the development fee in full when you sign the Development Agreement. The development fee is not refundable.

The franchise fee for each Restaurant developed under a Development Agreement currently is \$20,000. You must pay the full franchise fee when you sign the Franchise Agreement for the Restaurant. The franchise fee is not refundable. (Development fees and franchise fees are separate; development fees are not credited toward franchise fees.)

Certain franchisees had an opportunity to earn certain franchise fee incentives in 2023 as part of a 2023 Development Incentive Program. In 2023, a total of 32 Restaurants received a franchise fee waiver by satisfying certain deadlines for site selection and lease signing. All other franchisees during 2023 paid the standard franchise fee.

We participate in the International Franchise Association's VetFran Program, which generally provides discounts on initial franchise fees to veterans of U.S. Armed Forces who otherwise meet the VetFran Program's requirements. First-time purchasers of franchises who are veterans of the U.S. Armed Forces are eligible to pay a reduced franchise fee of \$5,000 for their first Wingstop Restaurant (representing a \$15,000 discount off our standard \$20,000 franchise fee). To qualify for the discount, the veteran must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to send us the required documents in order to obtain the VetFran Program discount. There is no VetFran Program discount if you are receiving this disclosure document in connection with your purchase of an existing Wingstop Restaurant. (The VetFran discount does not apply to development fees.)

Despite the provision above, one franchisee who signed a Development Agreement with us in December 2018 received a waiver of the franchise fee for each Restaurant to be developed under its Development Agreement. In addition, we periodically might incentivize development in undeveloped markets (i.e., in certain states in which there are no or only a few Wingstop Restaurants). Such incentives may include waiver of a portion of the development fee and/or the franchise fee.

If you purchase an existing Restaurant franchise, you do not pay an initial franchise fee. Instead, we receive a \$10,000 transfer fee (which is not refundable).

As noted in Item 1, in limited circumstances WRI might be willing, in its sole discretion, to find and secure the site for one or more of your required Restaurants in your development territory, construct and develop the Restaurant for you, and then sell you the Restaurant and its assets under an asset

purchase agreement, together with a lease assignment. You would be responsible under the asset purchase agreement for the costs of developing the Restaurant. You then would operate the Restaurant going forward under a Franchise Agreement with us. Also, as noted in Item 1, we periodically may incentivize development in undeveloped markets (i.e., in certain states in which there are no or only a few Wingstop Restaurants). Such incentives may include waiver of a portion of the development fee and/or the franchise fee.

Except as otherwise described, the initial fees and payments in this Item 5 are uniform in all cases.

**ITEM 6**  
**OTHER FEES**

Column 1 Type of fee <sup>1</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalties	6% of Gross Sales  However, Royalty will be 5% of Gross Sales for franchisees renewing their franchises who previously committed to obtain, and in fact bought and installed, the Wingstop system’s currently-required point-of-sale system by December 31, 2016.	Payable weekly by automatic debit of your account on Tuesday of each week for Gross Sales during the week ended the prior Saturday	Gross Sales include all revenue from your Restaurant but exclude sales taxes, coupon credits, employee discounts, third-party delivery fees, and revenue from gift cards sold (although Gross Sales include full value of transactions where payment is made with gift cards).
Ad Fund	As of March 31, 2024, your Ad Fund contribution rate is 5.3% of Gross Sales. Beginning in Q1 2025 (December 29, 2024) and then each year afterward, Ad Fund contributions may be adjusted to be no less than 5% and no more than 5.5% to support digital and technology-related costs.	Payable weekly the same as royalties	Your Ad Fund contribution rate—and your combined Ad Fund contribution rate and then-required local advertising amount—may not exceed 5.5% of Gross Sales absent a franchisee vote. Your Ad Fund contribution rate may be increased above the 5.5%, but not decreased, if the franchisees owning 60% or more of U.S. franchised Restaurants vote to require all U.S. franchisees to pay to the Ad Fund the then-applicable maximum Ad Fund contribution rate we

Column 1 Type of fee <sup>1</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			<p>specify in our then-current form of Franchise Agreement (and that contribution rate is more than 5.5% of Gross Sales). (We and our affiliates do not vote on any potential increase above the amount we may unilaterally establish.)</p> <p>Item 11 provides additional details regarding your advertising obligations.</p>
Ad Customization Fee	Reasonable charge	Upon delivery of customized advertising materials	If we or our affiliates elect to provide you customized copies of advertising materials showing information about your Restaurant, you may be charged a reasonable customization fee. This fee is not currently charged.
Local Advertising and Promotional Materials	We may require franchisees to spend a percentage of their Restaurants' quarterly Gross Sales on local advertising (directly or through an area advertising cooperative operating in their markets) in a manner and at the rate we may establish, including by allocating a portion of their Ad Fund contribution rate toward local advertising. We presently do not require franchisees to spend anything on local advertising.	Upon billing by service providers	<p>The Local Advertising Amount will be a percentage of your Restaurant's quarterly Gross Sales in an amount we determine from time to time; it currently is 0% of quarterly Gross Sales.</p> <p>The combined Ad Fund contribution rate and local advertising amount we charge you currently may not exceed 5.5% of Gross Sales. However, the amount required for the Ad Fund contribution rate or local advertising may be increased if the franchisees owning 60% or more of U.S. franchised Restaurants</p>

Column 1 Type of fee <sup>1</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			<p>vote to require all U.S. franchisees to pay on a going-forward basis either or both an increase in the Ad Fund contribution rate and/or an increase in the local advertising amount.</p> <p>You must join a not-for-profit or local area advertising cooperative if one is formed in your market<sup>2</sup>; you must participate in all system-wide promotions and advertising campaigns.</p>
Insurance <sup>3</sup>	As provided in the Operations Manual	Before your Restaurant opens and before each policy renewal date	You must buy your insurance from a company with an A.M. Best rating of A-/VIII or better. If you fail to obtain required insurance, we or our designee may obtain it for you and charge you the costs.
National Gift Card Program Charges	Approximately 10% of value of Wingstop gift cards issued/sold by third-party retailers ( <i>i.e.</i> , not by Wingstop Restaurants) for eventual redemption at Wingstop Restaurants; amount may change in future based on charges by third-party gift card program administrator.	Cost is recovered upon issuance of gift cards	Third-party gift card program administrator retains this amount upon issuance/sale of gift cards by third-party retailers to cover costs of its administrative services and pays balance of amounts received to our affiliate Wingstop GCM, LLC. When customer redeems gift card at your Restaurant, Wingstop GCM, LLC pays you 90% of value of transaction. However, royalties and Ad Fund contributions you pay (and your other payment obligations under the Franchise Agreement based

Column 1 Type of fee <sup>1</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			on Gross Sales) are calculated on the full value of each gift card redemption ( <i>i.e.</i> , 100% of the sale). This arrangement does not apply to redemptions of gift cards issued/sold directly by Wingstop Restaurants. Neither we nor our affiliates receive any portion of the approximately 10% administrative charge.
Indemnification	Unlimited (but depends on nature of claim)	Upon demand by us	You must indemnify us and our affiliates from liability for any claim based on or arising from your Restaurant's operation or your use of the Wingstop web site or Intranet; you also must defend the claim or reimburse our expenses if our attorneys defend us.
Audit Fees	Cost of audit, including auditor's travel, meals, and lodging expenses (depends on extent of your noncompliance and cooperation)	Upon invoice	You pay if you lack adequate records or have understated any year's annual Gross Sales by 1% or more.
Non-Reporting Fee	\$250	Debited weekly	Due if you do not report weekly Gross Sales.
Interest/ Late Charges	Interest on past-due obligations to us and our affiliates at the highest commercial contract interest rate the law permits	Due upon invoice if you pay obligations more than 5 days late	
Transfer Fees	\$10,000	Payable before transfer's effective date	

Column 1 Type of fee <sup>1</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Renewal Fee	25% of the sum of our then-current development fee and franchise fee (that currently would equal \$7,500)  If you renew your franchise for a 2nd 10-year renewal term (after the first 10-year renewal term ends), you must pay us 50% of the sum of our then-current development fee and franchise fee (that currently would equal \$15,000).	Payable when you renew franchise	This renewal fee is due when you renew franchise for a 10-year renewal term.
Website Maintenance Fee	\$25 initial set up cost/up to \$50 per month	Due with terms of use agreement/payable monthly through auto-debit from your bank account	
Intranet Maintenance and Development Fee	Up to \$50 per month	Due with terms of use agreement/payable monthly through auto-debit from your bank account	
Operations Manual(s)/ Training Materials Replacement Charge	\$15.64 for recipe guide, \$1.68 for spec sheets, and \$4.47 for product quality guide, plus shipping costs	Before replacements are sent to you	You will be charged only for replacement costs and shipping. These amounts may increase if costs increase.
Annual Meeting Attendance Charge	Registration fees vary depending on location, activities and other matters. The Franchisee of record is not required to pay registration fees, but registration fees are charged to guests of the Franchisee of record. All Franchisees and guests are required to cover their own costs of travel, lodging, and dining associated with the meetings.	Upon invoice	This amount may increase if costs increase. You may be required to pay this charge even if you do not attend the convention.

Column 1 Type of fee <sup>1</sup>	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Product and Service Purchases	Varies depending on products and services you buy from us or our affiliates	As incurred	You will buy products, supplies, and services from designated and approved vendors whose items meet our standards and specifications and from other suppliers to the industry in which Restaurants operate (which may include a franchisee-owned purchasing cooperative).
Attorneys' Fees and Costs	Will vary under circumstances and depend on nature of your non-compliance	Upon invoice	Due when you do not comply with the Franchise Agreement.
Liquidated Damages <sup>4</sup>	Refer to footnote 4 below		
Supplemental Training/ Assistance	Up to \$1,000 per trainer, plus out-of-pocket costs	Upon invoice	Due for supplemental on-site training or assistance you need or request beyond the amount provided to you at no cost.
Tax Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must reimburse us for any taxes we must pay to any state taxing authority on account of either your operation or your payments to us.
Relocation	\$5,000	5 days after our request	You must pay this fee in connection with your Restaurant's relocation.
Transfer Marketing Expenditure <sup>5</sup>	\$5,000	3 months after the transfer's effective date	You must spend the minimum amount, determined by market, to market the Restaurant immediately following transfer.

(1) We refund no fees. Except for the Transfer Marketing Expenditure, all fees are imposed and collected by and payable to us and our affiliates or other designees. (We may collect from you, for deposit into the Ad Fund, the unspent portion of your required Transfer Marketing Expenditure.) All fees currently are uniformly imposed except as described above with Royalties. In addition, national or multi-



regional concessionaire licensees operating Wingstop Restaurants at non-traditional locations to which they have access, like airports and universities, might pay a lower Royalty depending on their circumstances (based on customary industry practice in the particular non-traditional venue).

(2) You must join a local area advertising cooperative if one is formed in your market, which will occur if we request that one be created or if franchisees owning 60% or more of the Restaurants in your Designated Market Area (or “DMA,” an advertising term defined in the Franchise Agreement Glossary) elect to form one. If the franchisees elect to form a local advertising cooperative, your contributions to that cooperative will not affect your contribution rate to the Ad Fund. You also must participate in all system-wide promotions and advertising campaigns. Restaurants owned by our affiliates will be active members of any local area advertising cooperative and contribute to the cooperative in the DMA at the standard rate. If there are more affiliate-owned Restaurants in a market than franchised Restaurants, our affiliates will have more control of the area advertising cooperative in that DMA. However, no provision of the Franchise Agreement or other agreement reserves disproportionate voting power to any Restaurant operated by our affiliates.

(3) Neither we nor our affiliates sell insurance to you.

(4) If you continue using our trademarks or system after expiration or termination of your franchise, you must pay us a weekly royalty equal to 150% of the royalty you were paying us beforehand. If you unilaterally terminate the franchise before the end of its term, and within 24 months start operating a competitive business, you must pay us a weekly fee equal to 10% of the competing operation’s revenue for what would have been the remaining franchise term. If you sell your Restaurant or its assets and the buyer does not sign a Franchise Agreement to continue operating the Restaurant under the WING-STOP® name, you must pay us the royalties you would have paid us during the remaining franchise term, discounted to present value. We will assume that your annual Gross Sales during the remaining franchise term would have been one-third of the Restaurant’s Gross Sales during the 36-month period before the violation occurred.

(5) You must spend at least \$5,000 on marketing the Restaurant within 3 months after the transfer’s effective date (the “Transfer Marketing Period”). You also must send us proof of paid invoices for the marketing within 120 days after the end of the Transfer Marketing Period. If you do not send us proof of paid invoices for the required marketing within 120 days after the end of the Transfer Marketing Period, we will draft the remaining balance from your account and contribute that amount to the Ad Fund. Pre-packaged kits are offered for purchase from approved third-party vendors containing certain marketing and promotional items. The purchase cost will be credited toward your required marketing expenditures.

*[Item 7 begins on next page]*

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Column 1  Type of expenditure	Column 2  Amount <sup>(1)</sup>	Column 3  Method of payment	Column 4  When due	Column 5  To whom payment is to be made
Initial Fees: <sup>(2)</sup>  Development Fee <sup>(3)</sup>  Franchise Fee <sup>(4)</sup>	\$10,000  \$20,000	Each in Lump Sum	Development Fee: Signing of Development Agreement  Franchise Fee: Signing of Franchise Agreement	Us
Rent	Refer to note 5 below	Refer to note 5 below	Refer to note 5 below	Refer to note 5 below
Security Deposits <sup>(5)</sup>	\$0 - \$10,000	Lump Sum	Per Lease/ Utility Company Requirements	Landlord/ Utilities/ Insurance Companies
Architectural/ Engineering Fees <sup>(6)</sup>	\$7,300 - \$30,000	Per Architectural Consultant's Professional Services Agreement	Per Architectural Consultant's Professional Services Agreement	Architectural Professional
Professional Fees <sup>(6)</sup>	\$2,500 - \$7,500	As Incurred	As Incurred	Your attorney, accountant, and other professionals
Leasehold Improvements <sup>(7)</sup>	\$100,000 - \$510,000	Negotiable	Contract Terms	General Contractor
Business and Operating Permits <sup>(8)</sup>	\$4,500 - \$8,500	As Incurred	As Incurred	Licensing Authorities
Décor Package <sup>(9)</sup>	\$10,000 - \$35,000	Lump Sum	Prior to Installation	Approved Independent Supplier

Column 1 Type of expenditure	Column 2 Amount <sup>(1)</sup>	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Furniture, Fixtures, Audio/Visual System, Equipment and Small-wares <sup>(10)</sup>	\$50,400 - \$153,800	Vendor's Terms	Vendor's Terms	Approved Independent Suppliers
Point-of-Sale, Back Office, Software and Hardware and Related Items <sup>(11)</sup>	\$11,100 - \$23,900	Vendor's Terms	Vendor's Terms	Suppliers
Signs <sup>(12)</sup>	\$3,600 - \$32,400	Vendor's Terms	Vendor's Terms	Approved Independent Suppliers
Opening Inventory	\$10,000 - \$16,000	Vendor's Terms	Vendor's Terms	Approved Independent Suppliers and primary Distributor
Opening Publicity and Promotions <sup>(13)</sup>	\$5,000 - \$15,000	Per Contract	As Incurred	Independent Suppliers
Additional Funds – 3 months <sup>(14)</sup>	\$25,000 - \$40,000	Cash	As Needed	Various
TOTALS (excluding real estate purchase and lease costs)	\$259,400 - \$912,100 <sup>(15)</sup>			

#### ENDNOTES FOR INVESTMENT SUMMARY

- Except for the security deposit and perhaps some utility deposits (refer to note 5 below), no expenditure in this table is refundable.
- You will not incur most of these costs if you are renewing your franchise because your Restaurant already is open. However, you must make certain upgrades, modifications, and improvements at your Restaurant to meet the then-current Wingstop standards. Your costs will depend on your Restaurant's current condition.
- If WRI is willing to develop your Restaurant in the limited circumstances noted in Item 1, it expects the total development costs (and your purchase price for the new Restaurant's assets) to fall within the range reflected in this table.

- (1) The initial fees represent actual amounts; we have estimated all other amounts based on WRI's experience. The low estimate is the lowest for each category.
- (2) The only initial investment under the Development Agreement is the development fee.
- (3) You currently pay a \$10,000 development fee for your first Restaurant and development fees of \$10,000 for each additional Restaurant you commit to develop under your Development Agreement.
- (4) You currently pay a \$20,000 franchise fee for each Restaurant. We may increase that franchise fee in the future.
- (5) A Wingstop Restaurant occupies approximately 1,200 to 2,000 square feet of leased space, typically in an in-line (strip) shopping center in an urban or suburban commercial area. Your investment could be substantially higher if you decide to buy property for your Restaurant or to lease space in an enclosed mall or similar high-rent facility. Rent depends on geographic location (for example, the West Coast, the East Coast, or the Midwest), space size, local rental rates, businesses in the area, site profile, and other factors. We cannot estimate precisely your initial real estate investment. Landlords typically charge a security deposit equal to one month's rent and also may have site lease deposits that vary according to location. Utility and other companies typically charge security deposits that vary by locale and in relation to the customer's credit history. Insurance companies may request deposits or prepayment of premiums. Some of these security deposits will be refundable depending on your agreement with the landlord or the utility and other companies.
- (6) The architectural/engineering consultant's fee portion represents the cost of plans and specifications when using approved Wingstop architectural and engineering consultants. The high-range charge will apply if the agency from which you obtain your building permit requires additional engineering for the Restaurant. If you use (only with our pre-approval) a non-approved outside architectural or engineering consultant, your costs for these services could be meaningfully higher. We encourage your use of our Architectural Services Accelerated Program described in Item 11 under Site Selection. Professional fees are for attorneys, accountants, or other professionals from whom you seek advice.
- (7) Leasehold improvement costs can vary significantly depending on factors like (i) whether pre-construction demolition of existing walls and partitions is required, (ii) whether the space was previously used as a restaurant and already contains facilities required by code, such as a grease trap, frying/cooking ventilation system, building space HVAC rooftop units, and fire extinguisher system, and (iii) regional differences in materials and labor costs. The high and low amounts reflect estimated leasehold improvement costs without any landlord tenant-improvement allowances factored in but do include a 10% contingency (of the total estimated cost) for unexpected cost over-runs, delays, etc. (Not all franchisees receive tenant-improvement allowances.) If your landlord provides a tenant-improvement allowance and you do not experience significant cost over-runs, delays, etc., your actual leasehold improvement costs might be at the lower end of the estimate (although your landlord might incorporate the amount of the tenant-improvement allowances into your rent). Although we expect all projects to fall within the indicated range, as Wingstop Restaurants continue to expand into higher cost markets, these costs could change significantly. During our last fiscal year, 203 franchised Restaurants opened. Of those 203 franchised Restaurants, 151 franchisees received tenant-improvement allowances ranging from \$11,380 on the low end to \$200,000 on the high end. None of the remaining 52 franchisees received tenant-improvement allowances. Depending on the market in which you develop, you might experience costs exceeding the range listed in the table.

We may require you to upgrade, remodel, and refurbish the Restaurant during the franchise term. The cost will depend on your Restaurant's condition at the time and the specific changes we require. These changes might be based on the standards and specifications then in place for new Wingstop Restaurants.

(8) The cost of obtaining business, health, and liquor licenses can vary considerably from area to area. Before signing a Franchise Agreement, you should consult with the appropriate local agencies in your area concerning the various expenses likely to be incurred. In addition to a health department permit, you must obtain a permit to sell beer and wine. The low range assumes your Restaurant is located in a "wet" area and that you can obtain a "beer-only" permit. The high range assumes your Restaurant is located in a "dry" area and that you must establish a private club to qualify for an alcoholic beverage permit. Other states may have license fees that are substantially lower or higher.

(9) You must purchase your décor package from approved Wingstop system vendors before installation. This item includes standard interior and exterior décor, including shipping. All items must be prepaid at least 30 days before the start of construction.

(10) The high and low amounts represent the price to buy (not lease) new equipment. This range includes all kitchen equipment, furniture, stainless steel fixtures, millwork, small wares, and audio-visual equipment. All items are typically designated by Wingstop, which has established an approved kitchen equipment supplier (KES) for Restaurants on a non-exclusive basis, subject to the terms and conditions of a Master Supply Agreement. The KES may provide Purchasing, Product, Warehousing (Handling and Storage), Transportation, Delivery, and Project Management Services as well as Stainless Steel Fabrication for Wingstop. Payments are due directly from each Restaurant. A deposit of 30% of the total order or the total of the pre-shipment (hoods and walk-in), whichever is greater, is due from each Restaurant when the contract is signed to initiate the purchase and production of equipment. Each Restaurant is required to complete and sign the KES' Preferred Credit. All items must be prepaid at least 30 days before the start of construction.

(11) You must purchase and install the electronic Point-of-Sale system, EMV card reader equipment, other required equipment, and software according to Wingstop specifications. You also must have a high-speed Internet connection, and a backup Internet connection, for the Point-of-Sale system. All items must be prepaid at least 30 days before the start of construction.

(12) You must purchase your signage package from approved Wingstop system vendors in accordance with Wingstop specifications. This item includes the standard Wingstop exterior signage, including shipping. All items must be prepaid at least 30 days before the start of construction.

(13) If your Restaurant is located in a core market (currently, the Dallas-Fort Worth, El Paso (Las Cruces), Harlingen-Wslco-Brnsvl-McA, Houston, Laredo, or San Antonio, Texas DMAs; the Los Angeles, California DMA; or the Las Vegas, Nevada DMA), you must spend at least \$5,000 to market your new Restaurant's opening. If your Restaurant is located in an emerging market (currently, the Albuquerque-Santa Fe, New Mexico DMA; Chicago, Illinois DMA; Denver, Colorado DMA; Miami-Ft. Lauderdale, Florida DMA; Reno, Nevada DMA; Monroe-El Dorado, Louisiana DMA; Monterey-Salinas, Sacramento-Stkton-Modesto, San Diego, or San Francisco-Oak-San Jose, California DMAs; Phoenix (Prescott) or Tucson (Sierra Vista), Arizona DMAs; or Abilene-Sweetwater, Amarillo, Austin, Corpus Christi, Lubbock, Odessa-Midland, Tyler-Longview (Lfkn & Ncgd), Victoria, or Waco-Temple-Bryan, Texas DMAs), you must spend at least \$10,000 to market your new Restaurant's opening. If your Restaurant is located in a market outside both the core and emerging markets, you must spend at least \$15,000 to market your new Restaurant's opening. You must spend the total amount within 3 months

after your Restaurant opens for business (the “Grand Opening Period”). You also must send us proof of paid invoices for the required marketing within 90 days after the end of the Grand Opening Period. If you do not send us proof of paid invoices for your new Restaurant’s marketing—equaling the minimum amount required for the particular market—within 90 days after the end of the Grand Opening Period, we will draft the remaining balance from your account and contribute that amount to the Ad Fund. Pre-packaged kits may be purchased from approved third-party vendors containing certain marketing and promotional items. The purchase cost will be credited toward your required marketing expenditures.

(14) Assumes you will need the indicated amounts for rent, utilities, wages, inventory purchases, office supplies, printed materials, phone, facsimile, employee training, pre-opening and regular salaries for managers, wages of hourly employees, insurance premiums, debt service, real estate services, legal, Internet/intranet expense, accounting expenses, and other pre-opening expenses (other than those identified separately in the table) and post-opening expenses during the initial phase of your Restaurant’s operation, which we estimate to be 3 months. Includes expenses for travel, lodging, meals, transportation, and incidental expenses for 2 trainees to attend the required training program. This amount is only an estimate, and it is possible you will need additional working capital during the first 3 months you operate your Restaurant and for a longer time period after that. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even. We relied on WRI’s many years of franchising and operating Restaurants to compile this Additional Funds estimate.

(15) You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan. An estimated initial investment will be incurred for each Restaurant established under a Development Agreement.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must use Wingstop proprietary direct materials, such as food, beverages, chicken, produce, potatoes, sauces, seasonings, and spice blends, and purchase them, along with other proprietary products like logo-imprinted branded packaging, only from approved designated sources. You also must buy your indirect materials, equipment, and services, such as “Back of the House” equipment (including frying/cooking systems, refrigeration, preparation tools, and smallwares) and “Front of the House” items (including point-of-sale system and phone system), signage, furniture, fixtures, uniforms, and cleaning supplies, only from approved designated sources (which may include us and our affiliates). There currently is an unaffiliated, approved distributor for all these items. We may require you to purchase from designated sources certain promotional merchandise for resale to your customers and to use our designated third-party delivery service provider. (We and our affiliates currently are not suppliers of any item or service, although our affiliate Wingstop GCM, LLC is involved in our third-party retailer gift card program.) You must use a preferred Wingstop real estate broker or, at our sole discretion, a pre-approved real estate broker in your market during the site search, review, and leasing process. You also must use approved Wingstop site surveyors, permit expeditors, architectural and engineering consultants, and general contractors. Listings of these consultants will be provided for your Restaurant’s development and build-out.

If this is your first Wingstop Restaurant, we may require you to use bookkeeping services provided by Wingstop’s designated franchise accounting service for at least the first 12 months of the Restaurant’s operation if we determine in our discretion that you do not have readily available accounting

service providers or employees who can furnish required reports and other financial information in compliance with minimum Wingstop standards. If we require you to use Wingstop's designated franchise accounting service, you may after 12 months seek our approval to use other accounting services. We may, but need not, approve your request if we are satisfied that your requested accounting service can furnish required reports and other financial information in compliance with minimum Wingstop standards.

The suppliers you must use will be designated, and ordering information guides will be provided to you, when you sign the Franchise Agreement. Our officers currently do not own an interest in any suppliers.

Except for the items described above, we currently do not require you to purchase any goods or services from us or any other designated source, although we have the right to change these requirements as we deem best. During 2023, neither we nor WRI received any revenue from selling or leasing any products or services directly to franchisees. During 2023, neither we nor WRI received any license fees, rebates, or other revenues from the sale by suppliers of proprietary sauces, seasonings, and spice blends, logoed items, or other proprietary items to franchisees. However, we and WRI (and our other affiliates) reserve the right to do so in the future, including to help fund the costs of franchise conventions.

The Wingstop system has negotiated with soft drink suppliers to offer soft drink dispensing systems, along with associated branded products, in all Restaurants throughout the Wingstop system. WRI earned rebates from the soft drink suppliers in 2023 totaling \$17,598,235. WRI deposited \$9,444,100 of those rebates into the general Ad Fund for the entire Wingstop system's benefit for national marketing, marketing support, and research and development. This information is taken from WRI's business records and financial statements. Soft drink suppliers pay our affiliates and franchisees directly a certain amount for each gallon of fountain post-mix syrup used in the Wingstop Restaurants they operate (the amount paid is the same for affiliate and franchised Restaurants).

The ingredients and supplies you use must satisfy required grade and quality standards. We describe above the items that you must buy from designated or approved sources.

We and our affiliates maintain lists of the manufacturers or brand names of the furniture, fixtures, and equipment that you must buy for your Restaurant and the pre-approved distributors and suppliers from whom you must buy these items.

You must purchase point-of-sale computer hardware, software and services from designated suppliers meeting the requirements described in Item 11.

You must participate in, and comply with the requirements of, any gift card, customer loyalty or retention, SMS/mobile, or special promotional program implemented for all or part of the Wingstop system and sign the forms and take the other action we require for you to participate in these programs. You may not have any type of competing or conflicting programs at the local or area advertising cooperative level. Our affiliate Wingstop GCM, LLC administers certain aspects of the Wingstop gift card program (*i.e.*, gift cards issued/sold by third-party retailers).

Except as provided above, we and our affiliates currently do not receive any rebates, commissions, revenues, or other consideration from any supplier that furnishes goods or services to you or other franchisees. However, we and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with us, our affiliates, you, and other franchisees and to use all amounts received without restriction for any purposes we and our affiliates deem appropriate (see discussion below regarding the purchasing cooperative).

Supplier Approval. You currently must buy from the Wingstop system's approved national vendors and distributors all of your equipment and signage, furniture, fixtures, logo-imprinted paper goods, groceries, chicken, produce, beverages, cleaning supplies, proprietary sauces, seasonings, spice blends, potatoes, and (in some cases) promotional merchandise. Grade and quality standards and performance specifications are established for the goods you must purchase, and ingredients sometimes are specified by brand name. As a convenience to franchisees, a list has been compiled of distributors and suppliers who carry furniture, fixtures, and equipment meeting Wingstop specifications. You will receive a copy of this list as part of the initial services package.

Our standards and specifications lists are part of the Operations Manual. Specific standards and specifications may be established for various aspects of the Wingstop system, including Restaurant operating systems, marketing of products and the brand, and anything affecting the customer experience. When we change our standards and specifications, which we may do at our discretion, you will be advised of the changes through revisions and supplements to the Operations Manual. You may not procure and incorporate any substitutions or reorder any brand from any supplier that no longer is approved. We have the right to monitor the quality of goods and services provided by approved suppliers as we deem best and may terminate any supplier not meeting current Wingstop quality standards and specifications. Wingstop specifications for proprietary products are trade secrets that are disclosed only under a confidentiality agreement and only to the independent producers making the products for the Wingstop system. You must use approved advertising and promotional materials and plans bearing our Marks in the form, color, location, and manner we prescribe.

As the Wingstop system grows, we and our affiliates (or a purchasing cooperative (see below)), will continue to negotiate regional or national contracts for chicken and other commodities and other items needed to develop and operate your Restaurant and may use a designated or approved supplier approach. Negotiated purchase arrangements will seek to promote the overall interests of the Wingstop franchise system and our interests as the franchisor (rather than the interests of any particular franchisee). The Wingstop system has adopted formal procedures for issuing and modifying supplier approval standards. Unless specific suppliers that franchisees must use have been designated, suppliers are expected to be approved based on their ability to meet Wingstop specifications and quality control requirements and to supply products to franchisees at competitive prices. We currently do not provide material benefits to you (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers.

Purchasing Cooperative. There currently are no purchasing or distribution cooperatives serving the Wingstop franchise system. However, in the future we may assist in forming a purchasing cooperative that we intend to be owned by Wingstop franchisees and will be approved by a majority vote of the Wingstop Franchisee Advisory Council. Any purchasing cooperative that is formed will be appointed as the exclusive purchasing and distribution entity for equipment, inventory, supplies, and certain services required for your Restaurant's operations.

To obtain equipment, inventory, supplies, and certain services from the purchasing cooperative, you will be required to become a member by executing a membership agreement requiring you to purchase, exclusively from the purchasing cooperative, the equipment, inventory, supplies, and services that the purchasing cooperative offers for sale to its members and that you need to operate your Restaurant. The membership agreement may require, among other things, payment of a one-time membership fee, execution of a personal guarantee to the purchasing cooperative, and your commitment to the then-current membership terms applicable to all other members, including payment terms.



We intend to reserve the right to approve all suppliers of, and specifications for, equipment, inventory, supplies, and services that the purchasing cooperative distributes. The purchasing cooperative may have the right to purchase, on behalf of participating Restaurants, quantities in excess of then-current short-term Restaurant needs for any business reason, including to minimize the impact of anticipated price increases, shortages, or outages. Our corporate-owned Restaurants are expected to participate as members of the purchasing cooperative and will have a voting member on the purchasing cooperative's Board of Directors.

We and/or the purchasing cooperative may negotiate purchase arrangements or terms (such as price) with suppliers for the benefit of franchisees and the Wingstop system as a whole. As noted above, we intend to reserve the right to receive fees, rebates, or other consideration in exchange for rights licensed or granted, or services rendered, to third parties, including vendors, but subject to exceptions for rebates calculated solely on the basis of actual volumes of purchases of equipment, inventory, supplies, or services through the purchasing cooperative that improve our profitability, as determined in accordance with Generally Accepted Accounting Principles. However, nothing will restrict us or our affiliates from receiving payments for our own account relating to or arising from the sale or distribution of beverage dispensing systems, beverages, and other associated branded products.

The existence of the purchasing cooperative will not restrict us from establishing other cooperatives formed for advertising or marketing purposes; the marketing, sale, distribution, or other utilization of Wingstop-branded sauces or seasonings, other Wingstop proprietary products, or customer data; or other purposes that do not include the distribution of equipment, inventory, supplies, and certain services for operating a Restaurant that are distributed by the purchasing cooperative.

You must purchase and continually maintain a comprehensive business insurance program, including property, liability, and workers' compensation insurance. We do not specify the insurance providers from which you may purchase this insurance; however, there are minimum quality standards you must satisfy. Your insurance carrier(s) must hold an A.M. Best financial strength rating of A-(Excellent)/VIII (\$100M to \$250M policy holder surplus) or better and be authorized to conduct business in the state where you operate. Further, unless otherwise noted, your insurance policies must be written on occurrence-based policy forms and may not be subject to unreasonable deductibles or retentions without our prior written approval. The types and minimum amounts of insurance coverage currently required are as follows:

- 1) Comprehensive General Liability Insurance, including Products & Completed Operations coverage, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- 2) Dram Shop Liquor Liability Insurance with limits not less than \$1,000,000 per occurrence and in the aggregate;
- 3) Statutory Workers' Compensation insurance, including Employer's Liability coverage with limits not less than \$500,000;
- 4) Automobile Liability insurance with a combined single limit of \$1,000,000 for any owned, hired, or non-owned automobile used in your business;
- 5) "Follow Form" Umbrella/Excess Liability Policy with limits not less than \$2,000,000 per occurrence and in the aggregate;

- 6) Business Property Insurance that extends coverage on a replacement cost basis for business personal property, including electronic equipment, tenant improvements & betterments, and business income and extra expense. Covered causes of loss should be “Special” or “All Risk” with coinsurance conditions not less than 80%. Coverage for Flood is also required for locations that reside in FEMA Flood Zones beginning with the letters “A” or “V”;
- 7) Employment Practices Liability insurance with limits not less than \$250,000 (claims made policy form is acceptable); and
- 8) Other insurance required by the state or local authority.

These coverage requirements are subject to change. All policies, except Business Personal Property, must name us (and our parent companies, subsidiaries, and all other affiliates, and our and their respective officers, directors, owners, agents, representatives, and employees) as additional insureds for claims arising from your products and operations and include a waiver of subrogation in our favor. These policies are required to respond on a primary and non-contributory basis to any insurance carried by us or our affiliates, may not otherwise limit coverage for tort liabilities assumed in the Franchise Agreement, and must provide us with 30 days’ prior written notice of change or cancellation. Certificates of insurance evidencing all required coverage conditions and, at our request, actual policies must be provided annually within 5 days after each policy expiration/renewal date.

Except as described above, there are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Restaurant that you currently must buy or lease from us (or an affiliate) or designated or approved suppliers. Collectively, the purchases and leases described above are virtually 100% of your overall purchases and leases in establishing and operating your Restaurant.

**ITEM 9**  
**FRANCHISEE’S OBLIGATIONS**

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	3(b) and 6 of Development Agreement	11 and 12
b. Pre-opening purchases/leases	6(a) and 7(b) of Franchise Agreement	5, 7, and 8
c. Site development and other pre-opening requirements	6 of Development Agreement 7(b) and (c) of Franchise Agreement	5, 7, and 11
d. Initial and ongoing training	7(c)(3), 7(c)(7), and 7(c)(9) of Franchise Agreement	11
e. Opening	6 of Development Agreement 7(c)(5) and Signature Page of Franchise Agreement	11

Obligation	Section in agreement	Disclosure document item
f. Fees	8 and 16(e) of Development Agreement  3, 6(a)(1), 6(a)(6), 7(c)(5), 7(c)(10), 7(c)(24), 7(c)(26), 7(c)(27), 7(c)(29), 8(a), 8(b), 8(c), 9, 10, 13(b)(10), 13(b)(17), 14, 15, 18, 19, and 26(d) of Franchise Agreement	5, 6, 7, and 11
g. Compliance with standards and policies/operating manual	5, 7(c), and 9 of Franchise Agreement	8 and 11
h. Trademarks and proprietary information <sup>1,2</sup>	2 of Development Agreement  7(c)(12), 7(c)(15), and 12 of Franchise Agreement	13 and 14
i. Restrictions on products/ services offered	2(c), 5(d), 7(c)(6), 7(c)(11), and 12(a)(3) of Franchise Agreement	8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	5, 6, and 9 of Development Agreement  4 of Franchise Agreement	12
l. Ongoing product/ service purchases	7(c)(6) of Franchise Agreement	6 and 8
m. Maintenance, appearance, and remodeling requirements	5, 7(c)(1), 7(c)(16), 7(c)(17), and 11(b) of Franchise Agreement	11 and 17
n. Insurance	7(c)(26) of Franchise Agreement	6, 7, and 8
o. Advertising	7(c)(12), 7(c)(13), and 8 of Franchise Agreement	6, 7, and 11
p. Indemnification <sup>2</sup>	7(c)(27) of Franchise Agreement	6
q. Owner's participation/ management/staffing	6(a)(3) and 7(c)(9) and Glossary of Terms – Designated Principal and General Manager of Franchise Agreement	11 and 15
r. Records and reports	7(c)(20)-7(c)(26) and 8(b)(3) of Franchise Agreement	Not Applicable
s. Inspections and audits <sup>2</sup>	7(c)(18), 7(c)(24), and 7(c)(25) of Franchise Agreement	6 and 11
t. Transfer <sup>2</sup>	12 of Development Agreement  13 of Franchise Agreement	17

Obligation	Section in agreement	Disclosure document item
u. Renewal	10 of Development Agreement 11(b) – 11(g) of Franchise Agreement and 8 or 9 of Renewal Riders	17
v. Post-termination obligations <sup>2</sup>	11(f), 12(a)(10), 12(b)(2), and 17 of Franchise Agreement	17
w. Non-competition covenants <sup>2</sup>	14 of Development Agreement 19 of Franchise Agreement	15 and 17
x. Dispute resolution <sup>2</sup>	15 and 16 (f) and (g) of Development Agreement 24 and 26(e) and (f) of Franchise Agreement	17
y. Security interest	19(f) of Franchise Agreement	Not Applicable
z. Participation in gift card programs	7(c)(30) of Franchise Agreement	6 and 8
aa. Delivery Service	Glossary and 2(c)(2) and 5(a)(4) of Franchise Agreement	8, 12, and 16

(1) You must ask all employees having access to our confidential information to sign a confidentiality agreement in a form acceptable to us and enforceable in your state, obligating those who sign to honor the confidentiality restrictions.

(2) If you are a business entity, the Guaranty and Acknowledgment attached to the Franchise Agreement imposes these obligations on your general partners (if you are a partnership) or people who own 5% or more of your voting equity (if you are a corporation or limited liability company).

## **ITEM 10** **FINANCING**

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

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

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

We have entered into a management agreement with WRI to provide support and services to franchisees. However, we remain responsible for all of the support and services required under the Franchise Agreement and Development Agreement.

Site Selection. During the Development Agreement's option period, we or our designee will fulfill the following obligations:

(1) Give you general guidelines to look for and consider in choosing a site for your Restaurant. [§3(a) of the DA] We and our affiliates do not own any real estate on which Restaurants are located and do not lease Restaurant sites to franchisees. However, as noted in Item 1, in limited circumstances WRI might be willing to find and secure the site for one or more of your required Restaurants under a Development Agreement, construct and develop the Restaurant for you, and then sell you its assets together with a lease assignment.

(2) Provide you information about a typical Restaurant's lay-out, utility requirements, and signs and a Lease Rider containing provisions we require to be attached to every Restaurant lease. [§3(a) of the DA] You also receive a list describing the steps you and your architect and general contractor must follow to build out and equip your Restaurant. [§3(b)(vi)-(ix) of the DA] The list includes specifications for the fixtures and equipment you must install in your Restaurant.

(3) Evaluate and critique the written site proposals you submit for consideration. We or our designee may, at our option, visit your development area to inspect the sites you propose. [§3(b)(iii) of the DA] Whether or not we or our designee physically visits a proposed site, you may not proceed with negotiations to lease the site before we approve it.

Review the final draft of your Restaurant's lease to determine whether it contains particularly burdensome or restrictive terms and advise you about the consequences of any objectionable provisions. However, we encourage you to have the lease reviewed by your own legal advisor. When you have successfully negotiated and executed an acceptable Restaurant lease, we evidence our satisfaction with the site by signing a Franchise Agreement for your Restaurant. [§§3(b)(v) and (x) of the DA]

There currently is an "Attorney Reimbursement Program" for our franchisees who use attorneys recommended by Wingstop. Its purpose is to encourage franchisees to use an experienced retail leasing attorney to help them navigate the lease documentation process for their leases. This attorney not only will review the lease's legal provisions but also will make certain changes that are beneficial to the tenant and, if necessary, negotiate those changes with the landlord or the landlord's attorney. While there are certain provisions we require to be in our franchisees' leases, the lease must be acceptable in all respects to the franchisee signing as tenant because the franchisee will be responsible for performing the tenant's obligations under the lease. That is why we highly recommend that every lease first be reviewed and negotiated by a qualified attorney on the franchisee's behalf. We reserve the right, exercisable in our sole discretion, to require you to utilize the services of a Wingstop-recommended attorney. If you engage the Wingstop-recommended attorney to represent you on a Wingstop lease and complete a lease ready for mutual execution, you will be reimbursed \$1,000 of your attorneys' fees if you provide a copy of the paid invoice and comply with any other aspects of this program. This program may be ended at any time.

Pre-Opening Assistance. Between the time you sign a Franchise Agreement and the time your Restaurant opens, we or our designee will fulfill the following obligations:

(1) Give you a list describing the steps you and your architect and general contractor must follow to build out and equip your Restaurant. [§6(a)(1) of the FA] The list includes specifications for the fixtures and equipment you must install in your Restaurant as well as requirements for your use of permit expeditors.

(2) Give you lists of the approved inventory, supplies, and small-wares you will need to stock and operate your Restaurant, together with the names of any designated or approved suppliers, including us or our affiliates. [§6(a)(2) of the FA] These lists include the quality and grade specifications

adopted for the Wingstop system for poultry, potatoes, logo-imprinted paper goods, and other ingredients and supplies you will need.

(3) Each candidate coming to the Corporate Training Class must have completed a state or nationally-approved Sanitation Certification Course in his or her local community. These certifications typically are 2-day courses and range in price from \$65 to \$150 per attendee depending on the area. We must receive a copy of the certification before the candidate may participate in training.

(4) Once you sign the Franchise Agreement and receive a Notice to Proceed from the Wingstop Construction Department, we loan you, or otherwise give you access to, our electronic Operations Manual (including all supporting training tools). This Manual always remains our property and must be kept inside the assigned location and in proper order at all times. [§6(a)(6) and 6(b)(5) of the FA] Exhibit D is the Operations Manual's Table of Contents and the number of files devoted to particular subjects. The total number of pages in the Operations Manual currently is approximately 552 (which could increase or decrease).

(5) Provide you (or, if you are a business entity, your Designated Principal) and your General Manager initial training at a designated, certified training facility at our headquarters in Dallas, Texas, or other remote locations that we select. The training program must be completed to our satisfaction by at least 2 people – you or your Designated Principal and a General Manager – and both persons must intend to work in the Restaurant on a full-time basis. (If you or your Designated Principal does not plan to be your Restaurant's full-time General Manager, then we require attendance by you or your Designated Principal and at least 2 full-time managers who will be primary in operating and managing your Restaurant. If you or your Designated Principal does not plan to be your Restaurant's full-time General Manager and you can demonstrate that your company has overseen the operation of at least 5 restaurants for at least the last 3 years and that the people involved in operating those restaurants intend to oversee and operate your Wingstop Restaurant(s) on a full-time basis, your written request to waive a portion of the owner training requirement and instead have 1 of those people and 1 full-time manager attend the training class might be approved, provided that you or your Designated Principal must attend the 1-week training class at our headquarters in Dallas, Texas.) Affiliate-owned Restaurants as well as designated, certified training facility franchise restaurants are used for in-store training. If you (or your Designated Principal) or your manager(s) cannot complete all aspects of the initial training program to our satisfaction, we have the right to postpone the Restaurant's opening until 2 qualified and fully trained candidates are available. [§6(a)(3) of the FA]

The following table describes the current Wingstop training program. The times indicated in the Hours of Training columns are estimates; time will be spent on a particular topic as needed for students to master it. The Operations Manual, online courses, workbooks, menus, and other training aids are used during the training program.

## TRAINING PROGRAM

Column 1  Subject	Column 2  Hours of Online Training	Column 3  Hours of Classroom Training	Column 4  Hours of On-The-Job Training	Column 5  Location*
Introduction/Wingstop Culture	2	4	4	Our training facility
Ops. Manual	3	0.5	8	Our training facility
Food Preparation and Storage	0	0	17	Our training restaurants
Food Safety & HACCP <sup>(1)</sup>	1	1	8	Our training facility
Specific Position Training/Navigator/Pilot/Wingman/Bombardier/Gunner/Paratrooper <sup>(1)</sup>	5	0	56	Training restaurants
Uniform Standard & Hygiene	.25	1	1	Our training facility
Cleaning, Sanitation & Maintenance	0	0	6	Our training facility and training restaurants
Marketing, Advertising & Promotions	0	1	0	Our training facility
Wingstop Charities	0	.5	0	Our training facility
Communications & P.O.S. Systems / Back Office	5	5	6	Our training facility and training restaurants
Hospitality	1	1	4	Our training facility
Research & Development <sup>(1)</sup>	0	1	1	Our training facility
Security	0	1	1	Our training facility
Homework	0	0	10 (at home)	

Column 1  Subject	Column 2  Hours of Online Training	Column 3  Hours of Classroom Training	Column 4  Hours of On-The-Job Training	Column 5  Location*
Exit Interview/Wrap up	0	0.5	0	Our training facility
New Restaurant Opening & Operations Expectations	0	2	0	Our training facility
Operator Simulation (In Training Restaurant)/Polling/ Register Set-Up/Inventory/ Gift Cards/Schedules/ General Fund	0	2	10	Training restaurant
Reviews & Final Examination	0	2.5	2.5	Our training facility
Total Training:	17.25	23	134.5	

\*Our training facility is in Dallas, Texas. Training Restaurants currently are in the Dallas-Fort Worth, Texas area. Regional training Restaurants are being established (whether franchised or affiliate-owned) so that franchisees may attend and complete certain aspects of required training closer to their home locations. There are two regional training Restaurants (franchised) currently in Miami, Florida and Jacksonville, Florida.

(1) These hours will be split between classroom and on-the-job training in varying amounts. The number of hours represents the total number of hours for this portion of the training.

Two people — you (or your Designated Principal) and your General Manager (or you or your Designated Principal and 2 full-time managers, if you or your Designated Principal is not involved on a full-time basis in the day-to-day operations of the Restaurant, provided, however, that in addition to the 2 full-time managers at least 1 owner must attend the 1-week training class at our headquarters in Addison, Texas) — must attend and successfully complete to our satisfaction the 3-week training program before you will be issued an opening date for your Restaurant (although there is no specific deadline after you sign the Franchise Agreement or before you open the Restaurant by which you must complete training). Although not done in the past, you may be charged a reasonable tuition fee for persons who need to repeat the training program or receive supplemental training to complete the program successfully. If you plan to open one or more additional Restaurants, training will be provided to both the new General Manager and the new Assistant Manager (if you or your Designated Principal is not involved with the new Restaurant on a full-time basis) without tuition at our headquarters in Dallas, Texas.

This 3-week training program is conducted throughout the year based on the nationally-observed holiday schedule. You and your managers will be scheduled in the training program based on your



Restaurant's scheduled construction completion date. You must complete and submit a training status request (management plan) for the Restaurant before you may register for training. Candidates will be approved to attend training only after meeting the following requirements: you must submit a manager training plan to the Training Department; all training attendees must be health certified by a nationally-recognized course; and you receive a Notice to Proceed from the Wingstop Construction Department. Due to training class size limitations, all documentation must be received and approved, and the Notice to Proceed from the Construction Department must be issued, at least one week before the first day of the training class. You can expect to attend the training program after construction begins on your Restaurant and the other previous requirements are met. The training class lasts 17 consecutive days with at least one day off each week and must be completed within the 17 consecutive days. Training class attendance cannot be split into separate sessions. The training program generally commences on a Monday of the given month that does not, in most cases, conflict with the nationally-observed holiday schedule and concludes 3 weeks later, generally on Thursday or Friday. A yearly detailed training schedule is available for your review.

Initial training is provided without charge for all required attendees if this is your first Restaurant. However, if the franchise relates to your second or subsequent Restaurant, training is provided without tuition charge for anyone in your management structure. You always must pay the travel, lodging, and incidental expenses of those you send for training. You also must pay your managers' salaries while they are in the training program. You must adhere to all applicable laws and regulations.

Supplemental, refresher training or recertification examination may be required for all franchisees and their managers. However, if they fail the recertification exam, then they must apply for, attend, and successfully complete the next available 3-week training program in its entirety. Only those franchisees or General Managers who have successfully completed the training program may train other General Managers on the Wingstop system. Training also may be required for persons who are participating in the transfer or sale of a Restaurant. You may repeat the training program if you choose, subject to availability of pupil space. A reasonable tuition fee may be (but currently is not) charged for repeat training; any travel, day charges, living expenses, and salaries will be your responsibility for all attendees. [§6(a)(3) of the FA]

Alissa Church, WRI's Vice President of In Restaurant Training who joined the Wingstop system in November 2023, is primarily responsible for overseeing and supervising the team that conducts franchisee and manager training classes. Ms. Church has over 20 years of experience in facilitating training, developing training programs, and leading training teams in the hospitality industry, including QSR, casual dining, and family entertainment concepts. Given her position, Ms. Church has experience to lead all aspects of the Wingstop training program. Her team also partners closely with the new restaurant opening support team to ensure alignment and consistency in our training approach. To enroll in a class, contact your Regional Vice President or Franchise Sales Representative for a list of links to enroll in class through Sign-Up Genius. We offer a traditional 3-week program known as Flavor Academy™ and a condensed 2-week program for internal promotes or those wanting a refresher course, referred to as Flavor Camp™.

(6) Provide direction to your architectural and engineering consultant (if you are allowed to use a non-approved architectural and engineering consultant rather than Wingstop-approved consultants if you are developing your 4th or higher Wingstop Restaurant) for development of the Restaurant's layout. The consultant will prepare the preliminary layout of a floor plan for your Restaurant, including the dining, sales, kitchen, storage areas, and restrooms. We or our designee will review, provide applicable comments, and approve the preliminary drawing and then issue the preliminary drawing to you. The Restaurant's layout must meet all Wingstop prototypical design criteria. We or our designee must approve

all proposed changes to the design before your consultant implements them into the construction documents. [§3(b)(vi) of the DA and §6(a)(7) of the FA]

(7) Notify you of the approved distributor of poultry and other supplies and ingredients meeting Wingstop specifications. If a suitable supplier cannot be found, a qualified supplier will be arranged to drop-ship the items to you. You must make your own credit arrangements with Wingstop-approved suppliers. [§6(a)(8) of the FA]

(8) If the Restaurant is your first Restaurant, 2 Opening Restaurant Trainers go to your Restaurant for up to 14 days. It is your responsibility to receive and put away the grocery order, pre-train staff, prep the recipes, and have the Restaurant 100% ready for opening before the trainer's arrival. The Opening Restaurant Trainer will help you train your supervisory staff on the Wingstop system and ensure that all supervisory staff members are working according to the established operating system detailed in the Operations Manual. This training will not concern matters relating to labor relations and employment practices. If the Restaurant is your second or later Restaurant, a Regional Trainer and/or Opening Restaurant Trainer may be sent for the amount of time we or our designee considers adequate. [§6(a)(3) and 6(b)(1) of the FA]

If you purchase an existing Restaurant franchise, the services described in paragraphs (1), (2), (7), and (8) will not be provided because those services relate to the opening of a new Restaurant. However, if you are not already a part of the Wingstop system, the services described in paragraph (8) will be provided.

Operational Assistance. The following assistance will be provided after your Restaurant opens:

(1) Help you plan and set up a local program for publicizing and promoting your Restaurant's opening. [§6(b)(2) of the FA].

(2) Make Wingstop staff accessible to you or your General Manager for consultation by telephone, written communication, e-mail, and the electronic bulletin board maintained on the Wingstop Intranet. Wingstop representatives will occasionally visit your Restaurant to conduct quality/service/cleanliness inspections and make recommendations about your use of the Wingstop trade name and trademarks, but we and our affiliates will not provide any supervision of the Restaurant's employees. [§6(b)(3) of the FA]

(3) Arrange for the distribution of Wingstop proprietary sauces and seasonings in quantities sufficient to satisfy your reasonable needs. You must make your own credit arrangements with your suppliers. Your failure to maintain a satisfactory payment history with your suppliers relieves us of our distribution obligations to you. We are also relieved of our obligations if you do not pay your royalties or marketing fees on time. [§6(b)(4) of the FA]

(4) Give you access to additions and supplements to the Operations Manual and our other copyrighted materials and disclose additional trade secrets, if any, developed relating to the Restaurant's operation. All of these materials remain our property. [§6(b)(5) of the FA]

(5) So long as you comply with the Franchise Agreement's financial, operational, and reporting requirements, invite you to all conventions, seminars, and other planned and sponsored franchisee-oriented functions. You may attend any company-sponsored event (except the Wingstop annual convention) at no charge, but you must bear your own transportation, lodging, and meal expenses. A fee is charged to attend the annual Wingstop convention to help defray the costs associated with the event. [§6(b)(6) of the FA]

(6) Let you purchase equipment, inventory, supplies, and services from or through any designated or approved Wingstop distribution network that meets the Wingstop system standards, including a purchasing cooperative (if one has been formed). [§6(b)(7) of the FA]

(7) Use your contributions to the Ad Fund (refer to Advertising Assistance below) only for the Ad Fund's intended purposes. [§8(a) of the FA]

A "Restaurant locator" page will be included on Wingstop's Internet Website. [§9(a)(2) of the FA]

Advertising Assistance. The Franchise Agreement contemplates four possible levels of advertising: (1) system-wide advertising, which is coordinated through the Ad Fund; (2) interactive and social media advertising; (3) local advertising, which you will handle with materials created or approved by or for us; (4) if an advertising cooperative is formed in your market, cooperative advertising with other Restaurant operators in your market. You may not use your own advertising materials without our prior written permission.

Ad Fund. A not-for-profit advertising fund ("Ad Fund") was created for the Wingstop system in July 1999. All Restaurants, including our affiliate-owned Restaurants, must contribute to the Ad Fund. (However, if franchised Restaurants contribute to the Ad Fund at differing rates due to different forms of Franchise Agreement under which they operate, our affiliate-owned Restaurants may contribute to the Ad Fund at the lowest percentage rate at which any franchised Restaurants then contribute.) The Ad Fund contribution rate we charge all franchisees as of March 31, 2024, is 5.3% of Gross Sales. Beginning in Q1 2025 (December 29, 2024) and each year afterward, Ad Fund contributions may be adjusted to be no less than 5% and no more than 5.5% to support digital and technology-related costs. Under the Franchise Agreement attached to this disclosure document that you will sign, the combined Ad Fund contribution rate and any amount we require you to spend on local advertising may not, absent a vote by franchisees (see below), exceed 5.5% of Gross Sales. Except as noted above, the combined Ad Fund contribution rate and required local advertising amount will not be less than 5.5% of Gross Sales (unless we authorize otherwise). We have the right from time to time to direct you to allocate a percentage of your Ad Fund contribution to local advertising and then subsequently to reallocate all or part of such allocated percentage to the Ad Fund contribution rate. (There currently are only 4 exceptions to the standard Ad Fund contribution rate payable by our franchisees: 4 Restaurants located at non-traditional locations (one in an airport, one within a casino, and two on a university campus) pay 1%, 0%, 0%, and 5% Ad Fund contributions, respectively.)

Your Ad Fund contribution rate may be increased, but not decreased, if the franchisees owning 60% of the franchised Restaurants in the United States when a vote is taken vote to require all United States franchisees to pay to the Ad Fund on a going-forward basis the then-applicable maximum Ad Fund contribution rate we specify in our then-current Franchise Agreement, and the Ad Fund contribution rate we specify in our then-current Franchise Agreement is greater than 5.5% of Gross Sales (we and our affiliates do not vote on any potential increase above the amount we may unilaterally establish).

WRI currently directs, on our behalf, all advertising and promotions that the Ad Fund finances, with sole control over and ownership of the creative concepts, graphics, materials, communications media, customer data, and endorsements used and their geographic, market, and media placement and allocation. The Ad Fund may pay for creating, preparing, and producing video, audio, and written materials, graphics, and electronic media; developing, implementing, operating, and maintaining the Wingstop Website, App, Intranet and/or related strategies (including paying for all related technology expenditures); administering national, regional, multi-regional, and local advertising, sponsorships and

promotions, including purchasing media advertising, conducting direct mail and other direct marketing campaigns, doing on-line Internet advertising and marketing (including paying click-through charges to search engines, banner advertising sources, and advertising host sites), conducting research and other advertising and promotions tactics, and using advertising, promotions, customer relation management, graphic design, marketing, and research agencies and other advisors to provide assistance; supporting public relations, market research, customer satisfaction surveys, and other advertising, promotions, and research activities; paying dues for membership and participation in franchising and industry associations; paying third-party vendors to customize advertising and promotions materials for in-Restaurant and local use by franchisees; and engaging in other brand enhancement activities. The Ad Fund periodically may give you samples of and access to advertising and promotions formats and materials at no cost. We or our designated sources may sell you multiple copies of these materials at their direct production cost, plus any related shipping, handling, and storage charges. If customized copies are provided, you may be charged a reasonable customization fee. In all cases, you must pay to reproduce, place, and run any of these materials in any local advertising campaign that you pursue independently of the Ad Fund.

We and our designee will account for the Ad Fund separately from our other monies (although we and our designee need not keep Ad Fund contributions in a separate bank account) and not use the Ad Fund for general operating expenses. However, the Ad Fund may be used to pay the salaries and benefits of personnel who manage and administer the Ad Fund and work on Ad Fund business/activities; the Ad Fund's other administrative costs; travel expenses of personnel while they are on Ad Fund business; meeting costs, including franchisee conferences; overhead relating to Ad Fund business; a management fee; and other expenses incurred in activities reasonably related to administering or directing the Ad Fund and its programs and collecting and accounting for Ad Fund contributions, including taxes payable on Ad Fund contributions received, conducting market research, public relations, and creating, preparing, and producing advertising, promotions, and marketing materials.

Although the Ad Fund is not a trust, all Ad Fund contributions will be held for the contributors' benefit and used only for the purposes described above. Neither we nor our designee has a fiduciary obligation to you for administering the Ad Fund or any other reason. The Ad Fund may spend in any fiscal year more or less than the total Ad Fund contributions in that year or the unspent contributions then available in the Ad Fund (if rolled over from a previous year), borrow from any source (paying reasonable interest) to cover deficits, or invest any surplus for future use. Interest earned on Ad Fund contributions will be used to pay costs before the Ad Fund's other assets are used. At the end of the fiscal year, unused Ad Fund contributions will roll over for use during the following fiscal year. The Ad Fund will not be used principally to develop materials and programs to solicit franchisees. However, media, materials, and programs, including the Wingstop Website, prepared using Ad Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads.

The Ad Fund is not audited. However, we or our designee may have the Ad Fund audited annually, at the Ad Fund's expense, by an independent certified public accountant we or our designee selects. We and our designee are not required to account to franchisees for the way Ad Fund contributions are spent and need not prepare formal financial statements. However, quarterly Ad Fund receipts and disbursements reports may be provided, and franchisees may be allowed to examine Ad Fund records on request. If you request the Ad Fund records that are maintained, we or our designee will (at our or its option) send you a copy or give you access to these records at our main office.

The Ad Fund is intended to maximize recognition, and enhance system protection, of the Marks and increase patronage of Wingstop Restaurants. Although we or our designee will try to use the Ad Fund to develop advertising and promotions materials and execute advertising and promotions activities and

programs benefiting all Wingstop Restaurants, neither we nor our designee must ensure that Ad Fund expenditures in or affecting any geographic area are proportionate or equivalent to Ad Fund contributions by Wingstop Restaurants operating in that geographic area or that any Wingstop Restaurant benefits directly or in proportion to its Ad Fund contributions from the development of advertising and promotions materials or the execution of advertising and promotions activities and programs. (In other words, neither we, our designee, nor the Ad Fund must spend any specific amount in your market area.) We or our designee may use collection agents and institute legal proceedings at the Ad Fund's expense to collect Ad Fund contributions. We or our designee also may forgive, waive, settle, and compromise all claims by or against the Ad Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Ad Fund.

We or our designee may at any time defer or reduce a franchisee's Ad Fund contributions and, upon 30 days' prior written notice to you, reduce the required Ad Fund contribution or suspend Ad Fund operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Ad Fund. If the Ad Fund is terminated, all remaining Ad Fund monies will either be spent on permitted advertising and promotions activities or be distributed to Ad Fund contributors in proportion to their respective Ad Fund contributions during the preceding fiscal year.

A national advertising agency is, or other agencies are, used to create advertising and promotional materials. If you have local advertising or promotional needs, you must follow a formal submission and approval process and receive written approval before using those materials. You may be required to use a designated advertising agency and the advertising materials created by Wingstop's designated sources.

We and our designee may structure the Ad Fund's organization and administration in ways that, in our and our designee's judgment, most effectively and efficiently accomplish the Ad Fund's objectives. We and our designee therefore may organize or reorganize the Ad Fund into whatever entity is deemed appropriate and transfer the Ad Fund's assets to the entity. If a separate or new entity is established to administer the Ad Fund, you must become a member of the entity and sign a participation agreement and take the other steps we or our designee specifies.

The Ad Fund contributions received during 2023 were used for national and regional marketing. Of the amount the Ad Fund spent during the 2023 fiscal year, 2.9% was spent on production expense, 64.8% was spent on media placement, 19.4% was spent on administrative expenses (including payments to WRI and its national advertising agencies), and 12.8% was spent on other items (including research and testing and franchisee support).

In December 2002, WRI organized a Franchise Advisory Council ("FAC") to consult with WRI about system-wide advertising themes and campaigns and other operational matters. The FAC is composed of 12 franchisee members, all of whom are elected by our franchisees. FAC meetings are scheduled quarterly. The FAC functions only in an advisory capacity, and we may disregard its recommendations if we choose. Each calendar year, we will deliver to the FAC both the budget for the Ad Fund activities reasonably expected to occur during that year and an accounting of the Ad Fund activities for the prior year. We will also consult with the FAC from time to time regarding the strategies employed in administering the Ad Fund. The Franchise Agreement contains no other provisions regarding an advertising council or committee. We may change, merge, or dissolve the FAC.

Local Advertising. We encourage you to advertise your Restaurant locally, and we may require you to do so from time to time. If we do, the combined amount you must spend on the Ad Fund and local advertising may not (absent a franchisee vote, as described below) exceed 5.5% of your Restaurant's Gross Sales. As noted in the "Ad Fund" discussion above, we have the right from time to time to direct

you to allocate a percentage of your Ad Fund contribution to local advertising and then subsequently to reallocate all or part of such allocated percentage to the Ad Fund contribution rate. If we require local advertising, your required spend may be direct or through an area advertising cooperative operating in your market. (In all cases, area advertising cooperative contributions are credited toward your minimum local advertising/promotions obligation.)

Franchisees owning 60% or more of the Restaurants that comprise the Wingstop network of franchised Restaurants in the United States at the time a vote is taken at our request may vote to require all such U.S. franchisees to pay on a going-forward basis one or more of the following: an increase in the Ad Fund contribution rate and/or an increase in the required local advertising amount. However, no increase of the local advertising amount approved by a vote will affect your required Ad Fund contribution rate. (And in no event will the aggregate of the Ad Fund contribution rate and the local advertising amount be less than 5.5% of Gross Sales unless we authorize otherwise.)

You must use the local advertising agency we designate and the advertising materials created for the Wingstop system.

Special Promotional Program(s). We periodically may create a national or local promotional program that, for a limited time, involves the giveaway of a specific product or its sale at some specific price. We also may create programs for loyalty and retention, and redemption of gift cards, coupons, and vouchers, the duration of which we will determine. These programs may be created through media that are printed, card form, digital, or mobile in nature. You must participate fully in all mandated programs through all designated media.

If you wish to use any advertising or promotional material not found through the existing Wingstop online marketing portal, you must use our designated advertising agency to prepare that material, which you must submit along with the proposed use for prior written approval before beginning to use it; you must discontinue the use when required. Prior written approval may take the form of guidelines.

In addition to any local advertising you conduct through our designated advertising agency, other advertising promotions may be developed by or for us, including digital or social media promotional campaigns and special price promotions, designed to enhance the collective success of all Restaurants. These special promotional campaigns may be local, regional, or national in nature. You must participate in all advertising promotions in your area according to the terms and conditions established for these special programs.

Advertising Cooperatives. We reserve the right to require you and other franchisee(s) in the same DMA to form an area advertising cooperative (“Cooperative”). In addition, 60% or more of the franchisees operating in your DMA may choose to do so without our request. We may require that the Cooperative be formed as an association, as a non-profit corporation, or as another business entity. Any Cooperative that is formed will collect funds from each Restaurant in the DMA and expend those funds for joint advertising and promotion of Restaurants in the DMA. Any funds collected by the Cooperative will not affect your required Ad Fund contributions or your Ad Fund contribution rate.

We expect that each Cooperative that is formed will be managed by a board of directors consisting of at least 5 persons elected by the Cooperative’s members (provided that no more than 1 representative of a particular member may serve on the board at the same time) and that each Cooperative member will be entitled to 1 vote for each Restaurant the member operates in the DMA. The

Cooperative's members will set the contribution rate for their own Cooperative and administer the Cooperative through formal written Cooperative bylaws that we specify.

A Cooperative will be encouraged to prepare periodic unaudited financial statements for review by all member franchisees and maintain insurance reasonably available to protect members and directors from risk. We will step in only to resolve disputes concerning the Cooperative that the members cannot settle within 45 days. We reserve the right to require Cooperatives that are formed to change, dissolve, or merge only as specified in our Franchise Agreement or the required bylaws.

Cooperative members will be solely responsible for ensuring that the Cooperative is established and operated in full compliance with the Franchise Agreement. You should retain your own legal, tax, and accounting professionals for Cooperative's formation and operation. We and our affiliates will have no responsibility for the Cooperative's day-to-day management, the funds collected or managed by the Cooperative, the Cooperative's failure to comply with contractual requirements, or the Cooperative's management or mismanagement by any of its members.

Interactive Advertising. Wingstop products, services, and Restaurants are advertised through a Website maintained at [www.wingstop.com](http://www.wingstop.com). There is a "site locator" page on the Website showing the addresses and telephone numbers of Restaurants in the Wingstop network. You may not use the Wingstop name or trademarks on the Internet or social media in any other way. You must pay to develop and maintain your own pages. Further, you may be assessed up to \$100 per month total to pay for the Website's and Intranet's maintenance and improvement. Ad Fund contributions may be used to maintain and upgrade those parts of the Wingstop Website that do not advertise the availability of Wingstop franchises. [§9 of the FA]

You may not use electronic media to advertise your Restaurant, including the Internet or mobile, without first obtaining our written consent and complying with any required conditions and restrictions. We have no obligation to grant our consent. You must comply with our privacy policy, terms of use, social media policy, online standards, editorial style guidelines, and restrictions regarding public statements and publicity.

Social Media. You are expected to understand and follow Wingstop's Social Media Guidelines. These Guidelines will continually evolve as new technologies and social networking tools emerge. Emerging social media platforms for online collaboration are fundamentally changing the way the Wingstop brand engages with its customers. We are committed to driving brand awareness and affinity through relevant content to help us build a stronger, more successful community. Franchisees are strictly prohibited from creating social media pages for individual restaurants or Cooperative restaurant markets on any social or networking website, including Facebook, Twitter, TikTok, Snapchat, YouTube, Pinterest, Instagram, Foursquare, or any similar sites, without our prior written consent in each instance. Our Digital Marketing provides the opportunity for individual restaurants and Cooperative markets to promote unique geo-targeted messages through an approved content submission process. We may withhold our consent for any reason.

Computer Hardware and Software and Phone System. The Franchise Agreement obligates you to install an electronic information system equipped and configured to Wingstop specifications. [§§5(d) and 7(c)(1) of the FA] The system includes (i) a Point-of-Sale system with high-speed Internet capability, (ii) customer resource management software or services, digital ecommerce platform, payment provider solutions, and firewall protection, as we require, (iii) camera systems, ISP, ISP back-up, and telephony equipment we approve, and (iv) other peripheral hardware and software not yet determined but which may be designated at a later time as technology needs arise. Your system must comply with and maintain

established network security standards, including PCI compliance, and you must obtain any technology services necessary to maintain PCI compliance. Your system must be configured to enable you to record and store financial information in the way we specify and enable us to communicate directly with your system. We and our designee have unlimited, independent access to all information on the system, excluding employee or employment-related information.

The current Point-of-Sale (“POS”), Restaurant Management, Security and Credit Card Processing systems and services are NCR VOYIX Aloha® POS, NCR VOYIX Back Office®, NCR VOYIX Connected Payments, approved EMV reader devices, Fiserv credit card processor, and NCR VOYIX Network Security Services® (“POS-Related Hardware and Software”). You must acquire only that system for your Restaurant. We also require you to use a Wingstop-specific menu program package. Wingstop utilizes a combination of proprietary and third-party software for online ordering. Wingstop’s online ordering program is mandatory and the exclusive online ordering platform for all Restaurants. No other computers are required. The initial cost of the POS-Related Hardware and Software is approximately \$15,581 to \$23,655. You must pay third parties for all required maintenance, substitutions, and upgrades, including any other systems we determine you must use. Neither we nor any affiliate has any obligation to provide ongoing maintenance, repairs, upgrades, or updates. When you purchase the POS-Related Hardware and Software, you must purchase the first year of software and hardware support (included in the initial system price quoted above). After the first year, you must continue to renew hardware maintenance, software maintenance, support, and hosted software annually at an approximate cost of \$5,000 to \$6,000 per year. You must allow us to maintain continual access to your POS-Related Hardware and Software via high-speed Internet and a backup Internet solution as defined by a minimum standard of 50 MBPS Down and 25 MBPS up. The system tracks your sales. [§7(c)(22) of the FA] You also must install in the Restaurant an HD quality security camera system, with at least 8 cameras, and store at least 90 days’ worth of video with a backup performed daily, either on premises or in the cloud.

You must install a phone system and other peripheral hardware and software that can support at least 20 simultaneous callers and provide configurable auto-attendant greeting, message-in-queue/on-hold, and call volume/abandonment analytics reporting. The phone system must continue to operate in the event of an outage issue with your primary Internet and may not require any modifications to the standard NCR VOYIX Network Security Services® configuration in order to function. The current preferred phone system solution is 8x8 Virtual Office cloud-based PBX with Polycom VVX150 phones and an RCN Cradlepoint 4G backup Internet solution. The phone system’s initial cost is approximately \$1,725 to \$2,000. You must pay third parties for all required monthly phone and wireless plan bills. Neither we nor any affiliate has any obligation to provide ongoing maintenance, repairs, upgrades, or updates to the phone system.

We reserve the right and discretion to modify the equipment standards to require new or different electronic data processing and communications equipment and facilities, and you must update or upgrade your computer, phone system, and other electronic equipment at our request. [§5(d) of the FA] If there are changes to the Wingstop equipment standards necessitating upgraded equipment or the removal of obsolete equipment, there will be a schedule for you to implement the change. [§5(a) of the FA] There is no limit on the frequency and cost to bring the equipment to the level of compliance with the modified equipment standards. However, the costs will be taken into consideration when establishing the schedule for the change. You must sign our privacy policy and terms of use for all software applications we designate, which allows you to use certain software applications or access our Intranet system for Restaurants. Terms of use may include, among other things, (i) confidentiality requirements for materials transmitted through software applications or the Intranet system, (ii) password and other security protections, (iii) procedures for suspending or revoking access to software applications or the Intranet system, and (iv) a privacy policy governing access to and use of data contained in the software



applications or electronic communications posted on electronic bulletin boards. We and our affiliates may access and view all communications posted on or transmitted via the Intranet system. You must pay a fee for maintenance and hosting costs.

Site Selection. You must use a licensed real estate broker for site search and review, letter of intent negotiation, lease negotiation, market research, and all other work related to selecting and securing your Restaurant's site. You must use a Wingstop-preferred broker in your market or (if there is no preferred broker) a broker we or our affiliates pre-approve. Restaurant sites must be located inside the development area described in your Development Agreement. After you provide written information about each potential location, we or our designee will evaluate that information and tell you which of them is favored or particularly disfavored. The review process customarily involves a physical site inspection. We or our designee will not take an unreasonable amount of time to review your site selections. However, we and our designee are not obligated to respond within a specified time. We will not unreasonably withhold our approval of a site but can reject one we consider inappropriate. Although we reserve the right to accept or reject a Restaurant's location, we and our designee generally will not select or designate a site for a Restaurant. Consequently, you must actively participate in the entire site selection process. You have sole risk for your location's business and financial suitability.

Factors considered in evaluating the suitability of proposed Restaurant sites include (1) a site's visibility from adjacent traffic arteries, (2) ease of entry from and exit to adjacent streets, (3) traffic patterns on adjacent arteries, (4) the size, density, age, and income levels of the population in the surrounding area, (5) the rental market in the area, and (6) the projected cost of leasehold improvements. The Restaurant concept works best in a shopping or strip center; we generally discourage our franchisees from selecting free-standing locations due to higher lease costs. If we and you do not agree on a site, you must continue looking for a site that we will approve and pay attention to the deadlines in your Development Agreement because you have certain opening and other deadlines. If you continually fail to find an acceptable site, the Development Agreement will be terminated. We do not sign the Franchise Agreement until you find and secure an acceptable site. Proposed Restaurant sites will be accepted only if they meet then-current Wingstop standards.

All new Restaurant development must use the accelerated development program called the Architectural Services Accelerated Program ("ASAP"). Upon notice of site approval, an architect will be designated based on your development territory. The architect will send you a pre-negotiated fee proposal within 48 hours, and you must execute the proposal within 7 days after receiving the proposal. The architect schedules a survey of the space and provides an enhanced site investigation report within 30 days after notice of site approval. We or our designee will work with you to agree on the initial layout/schematic of the Restaurant based on then-current prototypical Wingstop design standards. The architect will complete the plans within 14 days after approval of the schematic and, upon completion, submit the plans using local agents and/or permit expeditors. If the lease is not executed within 75 days after notice of site approval, then Wingstop will reimburse you for the costs for survey and preliminary design (test fit) of your Restaurant. If the lease is executed within 75 days after notice of site approval but the site does not open, we or our designee will pay for the construction drawings and survey only. When the project goes live (lease is executed, the permit process begins, and the Restaurant opening is scheduled), you assume responsibility for all architectural fees incurred.

The Development Agreement requires you to complete your development obligations by the Option Expiration Date we insert on the Development Agreement's signature page before you sign it. If you cannot complete your obligations by that date, you can extend the Option Expiration Date one time for 45 days. If you commit to develop more than one Restaurant in your Development Agreement, you (and your controlled affiliates) must submit a site for Company approval for each Restaurant, sign a lease

for each restaurant, and open your Restaurants on or before the dates we specify in Exhibit B to your Development Agreement. We discuss with you the dates by which Restaurants after the first one must open before we fill in the dates on Exhibit B to the Development Agreement. If you cannot find an acceptable site, you will lose the development fee for that franchise. Your proposed Restaurant sites will be accepted only if they meet then-current Wingstop standards.

We sign the Franchise Agreement only after you have signed your Restaurant's lease. The lease must have our required form of Lease Rider attached to it. The Franchise Agreement requires you to open your Restaurant on or before the Scheduled Opening Date we insert on the Franchise Agreement's signature page but contains no other time restrictions. We calculate the Scheduled Opening Date by estimating the time it should take you to finish out your Restaurant, usually 16 to 20 weeks from the time we sign the Franchise Agreement.

Typical Time Required. The length of time between execution of the Development Agreement and the opening of your first Restaurant typically is 6 to 8 months. Factors affecting this length of time include the selection, approval, and leasing of the Restaurant's site, time required to obtain necessary permits, construction or remodeling of the facility, local ordinance and/or building code compliance, installation of equipment and signs, completion of the training program, delivery and stocking of inventory, and delaying events arising from factors outside your control. [§7(c) of the DA. The signature pages of the Development Agreement and Franchise Agreement state the deadlines.]

## **ITEM 12** **TERRITORY**

Development Agreement Provisions. The boundaries of the area in which you may locate your Restaurant (called the "Development Area") depend on the population and other demographic features of the locale in which you want to locate your Restaurant. Your Development Area may range from a sector of a large metropolitan area to the city or county limits of a smaller municipality.

To begin the process of defining your Development Area, we discuss the general vicinity in which you want to locate your Restaurant(s). Based on your experience and qualifications, we also discuss and jointly decide on the number of Restaurants you can develop under your Development Agreement. We then examine a map of the vicinity and ask you questions about the area's population and other demographic characteristics. Based on this information, we identify and describe the boundaries of an appropriately sized area. This description appears in your Development Agreement as the area inside which you may locate your Restaurant (or Restaurants). The Development Agreement contains no provision permitting us to change during its term your Development Area's boundaries after they are established (unless you are in default).

The Development Area in all cases excludes any and all Non-Traditional Venues physically located within the Development Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Development Area, you may not operate at such Non-Traditional Venues, and there are no restrictions at all on our activities in or at those Non-Traditional Venues, including our and our affiliates' right to operate and grant others the right to engage in foodservice operations under the Marks at those Non-Traditional Venues. For this reason, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. A "Non-Traditional Venue" means a hospital or medical center, airport, ghost kitchen, public or private school, university or college campus, airport terminal, train or bus station, convention center, exhibition hall, amusement park, fairground,

sports arena, military base, state or national park, hotel, lodge, country club, social club, resort, casino, or theater.

Whether your Development Agreement covers one or several Restaurants, it will contain a schedule of the dates by which you must open each Restaurant. The Development Agreement requires you to sign a separate Franchise Agreement for each Restaurant. While the first Franchise Agreement you sign will be substantially the same form of Franchise Agreement that was disclosed in the disclosure document you received before signing the Development Agreement, all additional Franchise Agreements you sign for additional Wingstop Restaurants will be our then-current form of Franchise Agreement. That form may differ from the form of Franchise Agreement included in this disclosure document. The Development Agreement only governs your development rights; it grants no operating rights and is not the equivalent of a franchise for the Development Area. Your failure to adhere to the Development Agreement's development schedule (including any extension approvals you receive), or to adhere to any time period for developing a replacement Restaurant, will be an event of default under the Development Agreement. We will accept your proposed Restaurant sites only if they meet then-current Wingstop standards. Your Trade Area rights under each Franchise Agreement you sign will be the Trade Area rights we typically grant to franchisees at that time.

While your Development Agreement remains in effect, and assuming you are not in default, we will not (with one exception) grant anyone else the right to develop or operate a Restaurant in your Development Area (again, there are no restrictions on us or our affiliates in or at Non-Traditional Venues physically located in the Development Area). The exception applies if you are a multi-Restaurant operator and transfer your franchise for an operating Restaurant to a new franchisee (with our written approval). In that case, we may allow the new franchisee to sign a Development Agreement for more Restaurants in the Development Area, to develop Special Outlets (defined below) in the Development Area, and to relocate a Restaurant inside the Development Area.

The competitive protection you enjoy under your Development Agreement relates to Restaurants (as defined in the Development Agreement). To a lesser extent, it also applies to Special Outlets, which we define as permanent, temporary, or seasonal booths, kiosks, satellite units, express units, mini-stores, and similar installations operated under the Wingstop trade name. While your Development Agreement remains in effect, we will not grant anyone but you the right to develop or operate a Special Outlet in your Development Area, with one exception (besides what is noted in the previous paragraph). The exception relates to a Mall, which we define as an assembly of retail establishments housed in a structure that encloses more than 250,000 square feet of floor space (including common areas) under a single roof. If the Mall's owner or manager wants to install a Special Outlet and sets financial, experience, or organizational standards for an acceptable operator that you do not meet at the time the opportunity arises, we are free to grant a franchise or license for a Special Outlet in that Mall to whoever satisfies the owner's and manager's standards. In addition, because the Development Area in all cases excludes any and all Non-Traditional Venues physically located within the Development Area (see above), there are no restrictions on our and our affiliates' activities in or at those Non-Traditional Venues.

Your competitive protection as a developer relates only to retail establishments operating under the Wingstop trade name (with the exceptions noted above); the Development Agreement imposes no restrictions on our or our affiliates' right to operate or franchise establishments operating under different trade names or to offer our proprietary products and Wingstop memorabilia through department stores, supermarkets, similar establishments, and other distribution channels (including the Internet, catalogs, and telemarketing). We and our affiliates have the right to operate, franchise, license, and otherwise permit restaurants, other retail establishments, and any other distribution channel under trademarks and brand names other than the Wingstop trademark, whether located or operating inside or outside the

Development Area, even if these restaurants, other retail establishments, and distribution channels offer and sell the same products and services your Restaurant(s) sell. Your competitive protection as a developer also does not prohibit or restrict us and our affiliates from engaging in any and all of the activities permitted under the Franchise Agreement. We need not compensate you for any of these activities.

If you default under your Development Agreement for any reason, we may, in our discretion, exercise any one or more of the following options: (i) eliminate your protected development rights in the Development Area (in which case we may develop and/or allow others to develop Restaurants in the Development Area); (ii) decrease the number of Restaurants to be developed under the development schedule; (iii) reduce the size of the Development Area; and/or (iv) terminate all of your rights under the Development Agreement, in all cases by giving you written notice of our election, which may or may not offer an opportunity to cure. We may choose the option or options we prefer.

If we elect to undertake development in the Development Area or allow others to undertake development in the Development Area, we may, in our sole discretion and without reinstating any of your rights or waiving any of our remedies, (i) permit you to complete development of Restaurants in the Development Area that we have previously approved, provided an executed lease for each such site is executed within 60 days of our approval, (ii) enter into an amendment to the Development Agreement with you that provides you a right of first refusal to purchase Restaurants that we develop in the Development Area, or (iii) offer you the opportunity to acquire a site or Restaurant that we develop within the Development Area at any time before or upon completion of the Restaurant's construction.

After your Development Agreement expires or terminates, your right to develop Restaurants in the Development Area ends. We then may grant development rights and Restaurant franchises to others in the Development Area (that is, in the exclusive part from which we previously were excluded) and may open our own Restaurants there or allow our affiliates to do so. This consequence follows even if you have completed your development obligations on time and in strict compliance with your Development Agreement. However, expiration or termination of your development rights does not affect the status of your franchise for any Restaurant you are operating when the Development Agreement expires or terminates. Section 10 of your Development Agreement gives you a conditional right to renew the right to develop more Restaurants in the Development Area with a new Development Agreement if you meet the following conditions: you opened all the Restaurants in the original Development Agreement in compliance with the schedule; you were not in default of the Development Agreement; you are operating all your Restaurants in full compliance with their Franchise Agreements; you financially qualify to develop the number of Restaurants proposed; you notify us of your request to renew at least 60 days before the Lease Execution Date of the last Restaurant in your original Development Agreement; and you sign the new Development Agreement at least 20 days after we send it to you and pay us the new development fee.

Franchise Agreement Provisions. The Franchise Agreement provides you competitive protection in a Trade Area around your Restaurant. We will not open or grant a franchise for another Restaurant (as defined in the Franchise Agreement) the physical premises of which are located in the Trade Area. Except in high-density population centers, a Restaurant's Trade Area consists of the area inside a circle whose center lies at the Restaurant's front door and whose radius extends outward from the circle's center. The radius for your Restaurant depends on your market area, including population density, drive times, and similar factors. There is no set minimum or maximum radius. However, we do not anticipate (as a general rule) that the radius will ever be greater than 3 miles from the Restaurant or, if the Restaurant is located in the downtown area of a major city, less than 2 blocks. Your Restaurant's specific radius will be somewhere in that range depending on your specific market and circumstances. However, if you operate

in a Non-Traditional Venue (if you are a franchisee with access to that type of location), your Trade Area might be limited to the physical footprint of the specific site/premises. A Restaurant's Trade Area might not always be completely inside the Development Area we assign in the Development Agreement.

In all cases, a franchisee's Trade Area will be deemed to exclude any and all Non-Traditional Venues physically located within the Trade Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Trade Area and there are no restrictions at all on our activities in or at those Non-Traditional Venues, including our and our affiliates' right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues. In addition, the Franchise Agreement provides you no competitive protection at all from Wingstop-brand competitors located outside the physical boundary of your Restaurant's Trade Area, whether or not these competitors market Wingstop brand products and services in, provide catering or delivery service in, or draw customers from your Trade Area using any channel of distribution. For these reasons, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

A Restaurant's Trade Area is not the equivalent of a franchised territory in which you may operate multiple units. The Franchise Agreement does not allow you to open more than one Restaurant in your Trade Area or to relocate your Restaurant within your Trade Area without our permission. The Franchise Agreement grants you the right to operate one Restaurant at a specific location found and secured in compliance with the terms of our Development Agreement described above.

You may not relocate the Restaurant to new premises without our prior written consent, which we may grant or deny as we deem best. We may condition our consent, if any, of your relocation request on the new premises being located in the Trade Area and not infringing another Restaurant's protected trade area; the new premises and its lease being acceptable to us; your paying a \$5,000 relocation fee and then-current fees and charges to help you construct and develop the Restaurant at the new premises in full compliance with Wingstop requirements; your confirming that your Franchise Agreement remains in effect and governs your operation of the Restaurant at the new premises with no change in the term or, at our option, your signing our then-current form of Franchise Agreement to govern your operation of the Restaurant at the new premises for a new franchise term; your signing a Relocation Rider to Franchise Agreement or similar document to govern your transition from the Restaurant's former premises to the new premises; your signing a general release; your continuing to operate the Restaurant at its original location until we authorize its closure; and your taking all action at your own expense to de-brand and de-identify the Restaurant's former premises. If we approve the relocation, the documents that we and you sign in connection with the relocation will describe the Restaurant's new Trade Area. Your proposed relocation of the Restaurant outside the Trade Area (if approved) would be treated as your acquisition of a new franchise rather than a relocation.

The competitive protection the Franchise Agreement provides relates to competing Restaurants (but not operations at Non-Traditional Venues). To a lesser extent, it also applies to certain Special Outlets. As under the Development Agreement, if the owner or manager of a site in the Trade Area wants to install a Special Outlet and sets financial, experience, or organizational standards for an acceptable operator that you do not meet when the opportunity arises, we are free to grant a franchise or license for a Special Outlet to whoever satisfies the owner's or manager's standards.

If any other opportunity to develop a Special Outlet in your Restaurant's Trade Area arises, we first will ask whether you want to pursue it. If you do, we will evaluate your qualifications, taking into account your financial strength, management and organizational capabilities, prior performance as a Wingstop franchisee, and other factors we consider relevant. If we decide that you are qualified to

develop and operate the Special Outlet, we will authorize you to pursue the opportunity. If we decide that you are not qualified, we are free to grant a franchise or license for a Special Outlet to whoever we believe satisfies Wingstop standards. In deciding qualification questions, we will use our reasonable business judgment, focusing on the best interests of the entire Wingstop network considered as a whole.

The Franchise Agreement expressly permits us and our affiliates to operate, franchise, license, and otherwise permit restaurants, other retail establishments, and any other distribution channel under trademarks and brand names other than the Wingstop trademark, whether located or operating inside or outside the Trade Area, even if these restaurants, other retail establishments, and distribution channels offer and sell the same products and services your Restaurant sells.

The Franchise Agreement expressly permits us and our affiliates to market our proprietary products and memorabilia into your Restaurant's Trade Area through catalogues, Internet Web sites, telemarketing campaigns, and other direct-order techniques. The Franchise Agreement also expressly permits us and our affiliates to distribute our proprietary products and memorabilia to business customers that are not affiliated with the Wingstop franchise system. These non-affiliated customers may operate inside your Restaurant's Trade Area; there are no geographic limitations on the territory in which we or our affiliates may distribute proprietary products or memorabilia to non-affiliated customers. Further, non-affiliated customers may engage in direct competition with your Restaurant; there are no restrictions on the type of merchandise or services a non-affiliated customer may offer. We need not compensate you for any of these activities.

Continuation of the competitive protection the Franchise Agreement provides for your Restaurant's Trade Area does not depend on your achieving or satisfying contingencies such as sales volumes, market penetration, or other goals.

You may advertise your Restaurant outside of its Trade Area but may not without prior written consent sell products through any distribution channel (such as the Internet, catalogs, telemarketing, or other direct marketing) other than at your Restaurant. You may offer catering service from your Restaurant, which we define as the delivery of bulk or prepackaged items to commercial accounts (with no set-up, food service, or clean-up services). You may not offer delivery service from your Restaurant unless and until a delivery program is designed for the Wingstop system, its standards are described in the Operations Manual, and you are assigned a delivery zone (which may be smaller than your Restaurant's Trade Area). We define delivery service as the delivery of bulk or prepackaged items to residential customers (again, with no set-up, food service, or clean-up services).

The Franchise Agreement grants you no options, rights of first refusal, or similar rights to acquire additional franchises within or contiguous to your Restaurant's Trade Area. The Development Agreement alone embodies additional development and franchise acquisition rights.

We set no minimum sales quota and do not revise any of your rights if the population increases in your Development Area or Trade Area.

### **ITEM 13** **TRADEMARKS**

The following table identifies the principal trademarks and service marks we own and license you to use:

Description	Registration Number	Registration Date	Affidavits of Use and Incontestability Filed?	Renewed?
WING-STOP (block letters)	2,121,699	December 16, 1997	Yes	Yes
Wing-Stop – The Wing Experts And Design (in black and white)	4,720,379	April 14, 2015	Yes	Not Due
Wing-Stop – The Wing Experts And Design (in color)	4,842,661	October 27, 2015	Yes	Not Due
Wing-Stop – The Wing Experts And Design	2,422,672	January 23, 2001	Yes	Yes
WINGSTOP (block letters)	3,054,484	January 31, 2006	Yes	Yes
THE WING EXPERTS (block letters)	3,087,485	May 2, 2006	Yes	Yes
THE BONELESS WING EXPERTS (block letters)	3,185,734	December 19, 2006	Yes	Yes
WHERE FLAVOR GETS ITS WINGS	5,939,873	December 17, 2019	Not Due	Not Due
WINGSTOP	3,054,484	January 31, 2006	Yes	Yes
WING-STOP (In Color-Green Background)	5,502,968	June 26, 2018	Will be filed	Not Due

All of the marks cover restaurant services and are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”). All marks were originally registered and owned by WRI. We became the owner of these marks in November 2018 as part of the secured financing transaction that closed in 2018.

No agreement limits our right to use or license the use of our marks. The Franchise Agreement contains several restrictions on your right to use the marks. You may not use them to sell or distribute any goods or services we have not approved or as part of your company’s name, email address, domain name, social media name, or other identification of you or your business, regardless of the medium. You must use the marks only in the precise form we prescribe. You must stop using any mark that we determine is obsolete or does not represent the image we want to project. In all approved uses of our marks on your

business forms (including letterhead, invoices, order forms, receipts, and contracts), you must identify yourself as a franchisee and your business as independently owned, operated, and managed.

You must report to us any infringing uses of the marks of which you become aware. We reserve the right to make the final decision to pursue infringement actions or other litigation, to conduct all legal proceedings relating to the marks, and to settle all infringement claims. Although not contractually obligated to protect our marks or your right to use them, as a matter of corporate policy we defend our marks vigorously. We have no obligation to defend you in infringement actions or to indemnify you if you are forced to change or abandon your use of a mark because we lose an infringement action. Section 5 of the Franchise Agreement obligates you to conform to changes we adopt for the Wingstop system, concept, or image, either voluntarily or as a result of our losing an infringement action.

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

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

We claim common law copyrights in our Operations Manual, promotional literature, design elements of our marks, trade dress, blueprints for Restaurant building and layout, advertising, and design and copy appearing on our website or transmitted electronically over an intranet system related to our franchise program. We own no patents, patent applications, or other copyrights that are material to our franchisees.

There currently are no effective adverse determinations of the United States Copyright Office or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of copyrighted materials in any state.

The Operations Manual remains our sole property and must be kept in a secure place on the Restaurant's premises. We may revise the Operations Manual's contents, and you must comply with each new or changed standard. You must keep the Operations Manual current at all times. We claim trade secret protection in all of our confidential information, which includes any and all information, know-how, techniques, and materials used in or related to the System provided to you. You and your management and other personnel who receive or will have access to any confidential information, whether under the Development Agreement or Franchise Agreement, must sign non-disclosure agreements we approve if not a party to or guarantor of the Development Agreement or Franchise Agreement. However, under no circumstances will we or our affiliates control the forms or terms of employment agreements you use with Restaurant employees or otherwise be responsible for your labor relations or employment practices.

The Franchise Agreement's Glossary contains a definition of "trade secrets." Trade secrets mean the components of the Wingstop system, the contents of the Operations Manual and all memoranda and bulletins through which changes in our Operations Manual are conveyed, all training materials and computer programs developed by or for us, and all confidential information imparted to you with respect to your Restaurant's operation and management. Our trade secrets include the procedures for preparing and cooking chicken wings, the recipes for our side dishes and dips, and other operating procedures. We



do not disclose recipes for our proprietary sauces and seasonings to you; we disclose those recipes to others with a need to know only upon receipt of a confidentiality agreement or as required by government authorities.

If you develop or suggest an innovation or improvement that we incorporate into our system, you must assign ownership of that innovation or improvement to us without compensation within 90 days.

We are not aware of any current infringing uses of any of our copyrights or trade secrets. Our right to use or license copyrighted materials and trade secrets is not limited by any agreement.

You must notify us if you become aware of infringements on the use of our Operations Manual or trade secrets. You have the same obligations and restrictions on using the copyrighted materials as those applying to your use of our marks. The same provisions regarding infringement of our marks apply to our copyrighted materials and trade secrets.

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

If you are an individual, we strongly recommend (but do not require) that you manage your Restaurant personally. If you choose not to manage your Restaurant, you must appoint an individual, called a General Manager, to assume personal responsibility for supervising the Restaurant's day-to-day operations and another individual, called an Assistant Manager, to assist in managing the Restaurant. If you will personally manage your Restaurant, you and your General Manager must complete the Wingstop training program before you open your Restaurant, and you must ensure that each General Manager of each of your Restaurants also completes the training program. If you are not involved on a full-time basis with the Restaurant's day-to-day operations, then your General Manager and an Assistant Manager must complete the Wingstop training program before the Restaurant opens. We do not require that General Managers or other employees own an equity position in your business.

If you are a business entity, you must select a "Designated Principal," who is one of your owners who will oversee and supervise your Restaurant's management and operation. You also may appoint a General Manager with no equity interest as the senior manager. All your General Managers (as well as Restaurant Managers, supervisors, or any other person with access to our confidential materials) must sign confidentiality agreements with you under which they agree to hold our trade secrets and the contents of our Operations Manual in strict confidence. This is only to protect our confidential information. Under no circumstances will we or our affiliates control the forms or terms of employment agreements you use with Restaurant employees or otherwise be responsible for your labor relations or employment practices.

Restaurant employees are under your control in implementing and maintaining the elements of the Wingstop system at the Restaurant. You have sole responsibility and authority for terms and conditions of employment, including employee selection, promotion, termination, hours worked, rates of pay, collection, allocation, or disbursement of tips, other benefits, work assigned, discipline, adjustments of grievances and complaints, and working conditions. You must communicate clearly with Restaurant employees in all dealings, including your employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of Wingstop Restaurants, and our affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. You must obtain an acknowledgment (in the form we specify or approve) from all Restaurant employees that we and our affiliates are not their employer.

If you are a business entity, each person owning 5% or more of your equity (called a “controlling principal”) must agree to be bound by all provisions of the Franchise Agreement, including monetary obligations and obligations relating to confidential treatment of our trade secrets and non-competition, by signing our Guaranty and Acknowledgment (at the end of the Franchise Agreement). These requirements apply even if that controlling principal is not involved in your Restaurant’s management. All of the business entity’s owners who do not have a 5% or more ownership interest need not sign our Guaranty but must agree to our confidentiality requirements if they have access to our trade secrets and other confidential information.

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

The Franchise Agreement obligates you to sell bone-in wings, boneless wings, tenders, chicken sandwiches, and other chicken products (promotional or new product offerings) made with Wingstop’s proprietary sauces and seasonings and not to use any other sauces or seasonings. The Franchise Agreement also requires you to sell all food and beverage items included on the standard Wingstop menu in the quantities listed, and prepared as per approved procedures, as periodically revised (although we and our affiliates will not specify the brands of any alcoholic beverages for the Restaurant to sell). You may not offer any foods, beverages, or other merchandise that is not included on the authorized Wingstop Restaurant menu or merchandise list, as periodically revised, without first obtaining written consent. We impose these requirements to control the quality and uniformity of the goods and services you and other franchisees offer using our trade name and trademarks. We may, to the full extent allowed by applicable law, specify the maximum, minimum, and other prices for the products and services your Restaurant sells.

A Wingstop franchise relates to the retail operation of a single Restaurant at a specific location. Without prior written permission, you may not distribute at wholesale any of our proprietary or branded products (including Wingstop brand sauces and seasonings) or sell any raw, processed, or prepackaged ingredients from which any proprietary or branded product is made. Also, you may not provide delivery service, as defined in the Glossary to the Franchise Agreement, outside your Restaurant’s delivery zone. We reserve the right to restrict and define areas to which you can deliver. Otherwise, there are no restrictions on the retail customers or trade area you may serve from your Restaurant. You must use our designated third-party delivery service providers.

We have the right to add items to and delete items from the standard Restaurant menu and to add or delete memorabilia and other merchandise from the list of approved Restaurant merchandise. There are no limits on our right to make these changes.

*[Item 17 begins on next page]*

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**  
**THE FRANCHISE RELATIONSHIP**

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

**FRANCHISE AGREEMENT**

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	11(a) of Franchise Agreement	Term begins on Franchise Agreement’s effective date and expires 10 years from either the Restaurant’s scheduled opening date or the actual date on which the Restaurant opens for business, whichever is earlier (or balance of seller’s term if a transfer is involved).
b. Renewal or extension of the term	11(b)-(g) of Franchise Agreement and 8 or 9 of Renewal Riders	<p>If you are in full compliance, our current form of Franchise Agreement attached to this disclosure document allows you to renew your franchise for 2 additional 10-year terms.</p> <p>If you are in the process of renewing your existing franchise for the first time, there is a second renewal term available after 10 years if you comply with similar renewal conditions.</p> <p>Depending on your current situation, this renewal might be your final permitted franchise term.</p> <p>Most of our existing franchisees who acquired their franchises before January 2022 have the right to a third 10-year renewal term because they agreed to amend certain provisions in their existing franchise agreements as part of an incentive we offered them.</p>

<b>Provision</b>	<b>Section in franchise or other agreement</b>	<b>Summary</b>
c. Requirements for franchisee to renew or extend	11(b) - (g) of Franchise Agreement	<p>You must give timely notice of your intent to renew, sign a current franchise agreement and release (if state franchise law allows), remodel to new Wingstop specifications, and pay a renewal fee.</p> <p>Terms of our new franchise agreement that you sign for a renewal franchise (whether a first or a subsequent renewal) may differ materially from any and all of those contained in your original Franchise Agreement.</p>
d. Termination by franchisee	Not Applicable	The Franchise Agreement does not contain this provision.
e. Termination by franchisor without cause	Not Applicable	The Franchise Agreement does not contain this provision.
f. Termination by franchisor with cause	16 of Franchise Agreement	<p>We can terminate the franchise only if you default.</p> <p>Termination of the Development Agreement does not impact any then-effective franchise agreement.</p>
g. "Cause" defined – curable defaults	16(b) of Franchise Agreement	<p>You have 5, 10, 15, or 30 days to cure, depending on the type of default (defaults covered include failure to construct and open Restaurant as required; payment defaults with third party vendors; failure to correct operating deficiency; failure to submit financial statements and tax returns; improper use of marks or copyrighted materials; engaging in prohibited product sales; failure to maintain required insurance; failure to employ qualified manager; failure to pay us monies when due; and failure to observe transfer restrictions) (state franchise law might require longer cure periods).</p> <p>Termination of the Development Agreement does not impact any then-effective franchise agreement.</p>

Provision	Section in franchise or other agreement	Summary
h. "Cause" defined – non-curable defaults	16(c) of Franchise Agreement	<ul style="list-style-type: none"> <li>* breach of non-competition covenant or confidentiality restrictions</li> <li>* unauthorized transfer or abandonment</li> <li>* refusal to allow QSC inspection</li> <li>* disabling or tampering with the Restaurant's Information System or computer or with our ability to poll these devices</li> <li>* refusal to participate in audit or lacking adequate business records to conduct audit</li> <li>* knowingly maintaining false books or records</li> <li>* loss of right to occupy or actual possession of Restaurant's premises</li> <li>* repeated defaults</li> <li>* we send notice of termination under any other franchise agreement to which you, your controlling principal, or a business entity owned by your controlling principal is a party</li> <li>* revoking the automatic debit agreement under which we collect royalties and other amounts or closing the account from which we collect royalties and other amounts without first setting up a new account</li> <li>* bankruptcy, insolvency, or unsatisfied judgment of more than \$5,000</li> <li>* you (or Controlling Principal) are convicted of or plead guilty or no contest to a felony</li> <li>* you (or Controlling Principal) engage in any dishonest, unethical, immoral, or similar conduct having material adverse effect on Marks</li> </ul> <p>Termination of the Development Agreement does not impact any then-effective franchise agreement.</p>

Provision	Section in franchise or other agreement	Summary
i. Franchisee’s obligations on termination/non-renewal	17(a)-(j) of Franchise Agreement <sup>1</sup>	Obligations include: <ul style="list-style-type: none"> <li>* de-identification</li> <li>* payment of all sums due</li> <li>* assignment of phone numbers</li> <li>* payment of damages</li> <li>* honor our purchase option</li> </ul> Also see (o) and (r) below
j. Assignment of contract by franchisor	13 of Franchise Agreement	No restriction on our right to assign; we may assign without your approval.
k. “Transfer” by franchisee – defined	13(a) of Franchise Agreement <sup>1</sup>	Includes any transfer of franchise, the Restaurant or its assets, or a controlling ownership interest in you or in a business entity with controlling ownership interest in you.
l. Franchisor approval of transfer by franchisee	13(b)-(f) of Franchise Agreement <sup>1</sup>	We have the right to approve all transfers covered in (k). We have the right to investigate all proposed buyers.
m. Conditions for franchisor approval of transfer	13(b), (c), (d), and (f) of Franchise Agreement	<ul style="list-style-type: none"> <li>* You must comply with right of first refusal procedures</li> <li>* You must give us financial statements and other relevant records</li> <li>* You must be in full compliance with the Franchise Agreement</li> <li>* You must sell your complete interest in the franchise</li> <li>* Your buyer must qualify as a new franchisee, pay the transfer fee, sign our current franchise agreement at the time, and complete training</li> <li>* We must be satisfied with the transaction’s financial aspects and receive certain releases (if allowed by state franchise law)</li> <li>* Your buyer must provide proof of financing</li> <li>* The buyer’s owners sign a guaranty</li> <li>* You return confidential information and copyrighted materials</li> <li>* The buyer must update the Restaurant’s Information System to then-current</li> </ul>

Provision	Section in franchise or other agreement	Summary
		<p>Wingstop requirements within 6 months after the transfer's effective date            *The buyer must spend the Transfer Marketing Expenditure (discussed in Item 6) within 3 months after the transfer's effective date</p> <p>Guarantors (your general partners or holders of 5% or more of your voting equity interests) also are bound by these provisions. They become bound by signing the Guaranty and Acknowledgment attached to the Franchise Agreement.</p>
<p>n. Franchisor's right of first refusal to acquire franchisee's business</p>	<p>13(g) and 13(h)(3) of Franchise Agreement</p>	<p>We have at least 30 days to match offers for franchise, Restaurant, any ownership interest in you, and controlling ownership interest in a business entity with a controlling ownership interest in you and additional 45 days to close the transaction; also applies if you die or become disabled under certain circumstances.</p> <p>Guarantors also are bound by these provisions.</p>
<p>o. Franchisor's option to purchase franchisee's business</p>	<p>17(j) of Franchise Agreement</p>	<p>We may buy Restaurant's assets and take over premises after franchise expires or is terminated.</p>
<p>p. Death or disability of franchisee</p>	<p>13(h) of Franchise Agreement</p>	<p>Management personnel evaluated for 120 days. If approved, new owners must sign a new guarantee. If not approved, new owners must present a qualified buyer within 120 days.</p> <p>Guarantors also are bound by these provisions.</p>

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	19 of Franchise Agreement	<p>You must have no involvement in a competing business anywhere. Competing business means quick-service food business serving chicken pieces, chicken strips, or chicken wings as a primary menu item. “Primary” means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings.</p> <p>Guarantors also are bound by these provisions.</p>
r. Non-competition covenants after the franchise is terminated or expires	19 of Franchise Agreement	<p>or two years after the franchise ends, you must have no involvement in a competing business in your DMA or in any other DMA where a Restaurant exists or is under development.</p> <p>Guarantors also are bound by these provisions.</p>
s. Modification of the agreement	26(b) of Franchise Agreement	<p>No modifications without a written agreement, but Operations Manual and standards, specifications, and operating procedures may change.</p>
t. Integration/merger clause	27(a) of Franchise Agreement	<p>Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.</p>
u. Dispute resolution by arbitration or mediation	24 of Franchise Agreement	<p>We and you must arbitrate most disputes at location near our principal business address at the time the arbitration demand is filed (it currently is in Dallas, Texas); we need not arbitrate disputes involving our intellectual property.</p> <p>Guarantors also are bound by these provisions.</p>



Provision	Section in franchise or other agreement	Summary
v. Choice of forum	24 of Franchise Agreement	<p>Subject to arbitration obligation, litigation generally must be in courts located closest to where we have our principal business address at the time the action is commenced (it currently is in Dallas, Texas). This requirement may not be enforceable in some states and therefore is subject to applicable state franchise law.</p> <p>Guarantors also are bound by these provisions.</p>
w. Choice of law	24 of Franchise Agreement	<p>Texas law applies, except for U.S. Arbitration Act and other federal law. This requirement may not be enforceable in some states and therefore is subject to applicable state franchise law.</p> <p>Guarantors also are bound by these provisions.</p>

**This table lists certain important provisions of the development agreement. You should read these provisions in the agreements attached to this disclosure document.**

**DEVELOPMENT AGREEMENT**

Provision	Section in development or other agreement	Summary
a. Length of Development Agreement term	2 of Development Agreement	Term is based on time required to open the number of Restaurants you agree to develop under the development schedule.

Provision	Section in development or other agreement	Summary
b. (i) Extension of Option Expiration Date  (ii) Extension of Lease Execution Date and Scheduled Opening Date  (iii) Extension or renewal of the development term	4 of Development Agreement  7 of Development Agreement  10 of Development Agreement	One 45-day extension if we confirm you used due diligence.  One 45-day extension if lease not signed or for reasons of force majeure (unavoidable delay).  Applies if you agree to develop more than one Restaurant.
c. Requirements for developer to renew or extend	10(b) and (c) of Development Agreement	You must be in full compliance with Development Agreement and Franchise Agreements, meet financial criteria, and sign a new development agreement and release (if state franchise law allows).  Terms of our new development agreement that you sign may differ materially from any and all of those contained in Development Agreement attached to this disclosure document.
d. Termination by developer	Not Applicable	Development Agreement does not contain this provision.
e. Termination by franchisor without cause	Not Applicable	Development Agreement does not contain this provision.
f. Termination by franchisor with cause	11 of Development Agreement	We can terminate your protected development rights if you default.
g. "Cause" defined – curable defaults	Not Applicable	Development Agreement does not contain this provision.
h. "Cause" defined – non-curable defaults	11 of Development Agreement	<ul style="list-style-type: none"> <li>* you fail to send us a site for review by the required deadline</li> <li>* you fail to sign approved lease in time or sign an unapproved lease</li> <li>* you fail to open any Restaurant by Scheduled Opening Date</li> <li>* you fail to meet development schedule</li> <li>* you fail to timely cure an Event of Default under a Franchise Agreement</li> <li>* you attempt to make an unapproved assignment of development or franchise</li> </ul>

Provision	Section in development or other agreement	Summary
		rights * you negotiate or sign a lease/option to lease outside your development area * you do not use a licensed real estate broker or, if applicable, a Wingstop-preferred broker * you offer, issue, or transfer any securities of Developer or one of its owners, become insolvent, or become involved in bankruptcy * you disclose or use without our approval Confidential Information or marks * you make any material misstatements or omissions * you become a threat or danger to public health or safety * you (or Controlling Principal) are convicted of or plead guilty or no contest to a felony * you (or Controlling Principal) engage in any dishonest, unethical, immoral, or similar conduct having material adverse effect on Marks
i. Developer’s obligations on termination/non-renewal	Not Applicable	Development Agreement does not contain this provision.
j. Assignment of contract by franchisor	12(f) of Development Agreement	No restriction on our right to assign; we may assign without your approval.
k. “Transfer” by developer – defined	12 of Development Agreement	Includes transfer of Development Agreement, development rights, and controlling ownership interest in you or a business entity with a controlling ownership interest in you.
l. Franchisor approval of transfer by developer	12 of Development Agreement	No transfer of Development Agreement rights or controlling ownership interest in you or in business entity with controlling ownership interest in you, except in limited circumstances with our prior written consent.

Provision	Section in development or other agreement	Summary
m. Conditions for franchisor approval of transfer	12 of Development Agreement	Your development rights, or ownership interests in you, may be devised or inherited if heirs satisfy then-current Wingstop standards for developers and receive our prior written approval. No other transfers of development rights or controlling ownership interest allowed.
n. Franchisor's right of first refusal to acquire developer's business	Not Applicable	Development Agreement does not contain this provision.
o. Franchisor's option to purchase developer's business	Not Applicable	Development Agreement does not contain this provision.
p. Death or disability of developer	12(c) of Development Agreement	See (m) above.
q. Non-competition covenants during the term of the Development Agreement	14(a) of Development Agreement	You may not have ownership interest in or perform services for any quick-service food business anywhere that serves chicken pieces, chicken strips, or chicken wings as a primary menu item. "Primary" means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings.
r. Non-competition covenants after the Development Agreement is terminated or expires	14(b) of Development Agreement	Restrictions in (q) apply for 2 years in Development Area and each designated market area in which a Restaurant is then operating.
s. Modification of the agreement	16(b) of Development Agreement	No modifications without a written agreement.
t. Integration/merger clause	17(a) and (b) of Development Agreement	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable.

<b>Provision</b>	<b>Section in development or other agreement</b>	<b>Summary</b>
u. Dispute resolution by arbitration or mediation	15(b) of Development Agreement	We and you must arbitrate most disputes at location near our principal business address at the time the arbitration demand is filed (it currently is in Dallas, Texas); we need not arbitrate disputes involving our intellectual property.
v. Choice of forum	15(c) of Development Agreement	Subject to arbitration obligation, litigation generally must be in courts located closest to where we have our principal business address at the time the action is commenced (it currently is in Dallas, Texas). This requirement may not be enforceable in some states and therefore is subject to applicable state franchise law.
w. Choice of law	15(a) of Development Agreement	Texas law applies, except for U.S. Arbitration Act and other federal law. This requirement may not be enforceable in some states and therefore is subject to applicable state franchise law.

**ITEM 18**  
**PUBLIC FIGURES**

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

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

This financial performance representation contains actual, historical average, median, and high/low annual net sales information during a 52-week fiscal period—from January 1, 2023, through December 30, 2023 (the “2023 Measured Period”)—for: (1) all Wingstop Restaurants (both franchised and owned by WRI); (2) separately for all franchised Wingstop Restaurants; and (3) separately for all

affiliate-owned Wingstop Restaurants; that were open for business in the United States during the 2023 Measured Period.

The net sales information presented below for franchised Restaurants during the 2023 Measured Period was obtained from weekly royalty reports submitted by franchisees to WRI and information polled by WRI from point-of-sale systems in the Restaurants. Neither we nor WRI has independently audited that information. Net sales information for affiliate-owned Wingstop Restaurants was obtained from WRI's internal records.

The actual average annual net sales (defined below) for the 2023 Measured Period for all Wingstop Restaurants in the system in the United States that were open for operation during the entire 2023 Measured Period, including both franchised and WRI's Restaurants, were \$1,827,407.<sup>1</sup> Net sales are defined as gross receipts net of (that is, after deducting amounts for) sales tax, coupons/promotions, and voids. The average for the 2023 Measured Period includes all Restaurants that were open during the entire 2023 Measured Period, even if their ownership changed during that time period.

The total number of Restaurants included in the average for the 2023 Measured Period was 1,681 (44 owned by WRI and 1,637 franchised). The number of franchised Restaurants open for operation during the entire 2023 Measured Period whose actual net sales during the 2023 Measured Period exceeded the \$1,827,407 average totaled 680 (42%). The number of WRI's 44 Restaurants open for operation during the entire 2023 Measured Period whose actual 2023 net sales during the 2023 Measured Period exceeded the \$1,827,407 average totaled 31 (70%).

Excluded are the results of 202 franchised Restaurants and 4 WRI Restaurants that opened during the 2023 Measured Period and therefore were not open for operation during the entire 2023 Measured Period, 37 franchised Restaurants and 1 WRI Restaurant that were temporarily closed for remodeling and repairs for multiple days in a row (32 days on average) during the 2023 Measured Period, and 1 franchised Restaurant and 0 WRI Restaurants that permanently closed during the 2023 Measured Period.

The actual median annual net sales during the 2023 Measured Period for all Wingstop Restaurants in the system in the United States that were open for operation during the entire 2023 Measured Period, including both franchised and WRI's Restaurants, were \$1,689,055.<sup>2</sup> The Restaurant with the highest annual net sales during the 2023 Measured Period had net sales of \$5,021,415. The Restaurant with the lowest annual net sales during the 2023 Measured Period had net sales of \$442,869.

The franchised Restaurants that were open for operation during the entire 2023 Measured Period and whose average net sales during the 2023 Measured Period are reported above are substantially similar to the Restaurant franchises we currently offer. The actual average annual net sales during the 2023 Measured Period for the 1,637 franchised Wingstop Restaurants open for operation during the entire 2023 Measured Period were \$1,816,486. The number of franchised Restaurants open for operation during the

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<sup>1</sup> Average annual net sales are calculated by dividing total sales during the 2023 Measured Period for all Restaurants in the system that were open for operation during the 2023 Measured Period. Accordingly, average annual net sales are calculated for 2023 by dividing total sales during the entire 2023 Measured Period by the number of Restaurants that were open for operation during the entire 2022 Measured Period.

<sup>2</sup> Median annual net sales represent the middle annual net sales figure during the 2023 Measured Period for all Restaurants in the system that were open for operation during the entire 2023 Measured Period, with an equal number of Restaurants with net sales above and below that figure.

entire 2023 Measured Period whose actual net sales during the 2023 Measured Period exceeded this \$1,816,486 franchised Restaurant average totaled 691 (42%). The actual median annual net sales during the 2023 Measured Period for the 1,637 franchised Wingstop Restaurants open for operation during the entire 2023 Measured Period were \$1,669,009. The franchised Restaurant with the highest annual net sales during the 2023 Measured Period had net sales of \$5,021,415. The franchised Restaurant with the lowest annual net sales during the 2023 Measured Period had net sales of \$442,869.

The actual average annual net sales during the 2023 Measured Period for WRI's 44 Wingstop Restaurants open for operation during the entire 2023 Measured Period were \$2,233,700. The number of WRI's Restaurants open for operation during the entire 2023 Measured Period whose actual net sales during the 2023 Measured Period exceeded this \$2,233,700 WRI-owned Restaurant average totaled 19 (43%). The actual median annual net sales during the 2023 Measured Period for WRI's 44 Wingstop Restaurants open for operation during the entire 2023 Measured Period were \$2,055,500. The WRI-owned Restaurant with the highest annual net sales during the 2023 Measured Period had net sales of \$4,857,886. The WRI-owned Restaurant with the lowest annual net sales during the 2023 Measured Period had net sales of \$622,317.

The actual average annual net sales numbers reported above for the 2023 Measured Period do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the net sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Wingstop Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

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

Chicken wings and other chicken products are the principal food items sold by Wingstop Restaurants. The availability of these products from independent suppliers throughout the United States and their wholesale cost are determined by market factors (including the supply needs of competitive businesses) over which we have little control. These supply chain issues will impact your operating costs and results during the franchise term.

Written substantiation of all financial performance information presented in this financial performance representation will be made available to you upon reasonable request. This financial performance representation was prepared without an audit.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kelley Hartley, Vice President and Treasurer, Wingstop Franchising LLC, 15505 Wright Brothers Drive, Addison, Texas 75001, (972) 686-6500, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

The numbers in the tables are as of December 25, 2021, December 31, 2022, and December 30, 2023. The “Company-Owned” outlets referenced in the tables below actually are owned by WRI, our affiliate. WRI was the franchisor of Wingstop Restaurants before the closing of the Securitization Transaction in November 2018.

Table No. 1

**Systemwide Outlet Summary For Years 2021 to 2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	1327	1498	+171
	2022	1498	1678	+180
	2023	1678	1877	+199
Company-Owned	2021	32	36	+4
	2022	36	43	+7
	2023	43	49	+6
Total Outlets	2021	1359	1534	+175
	2022	1534	1721	+187
	2023	1721	1926	+205

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2021 to 2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2021	0
	2022	0
	2023	2



Column 1	Column 2	Column 3
State	Year	Number of Transfers
Arkansas	2021	1
	2022	1
	2023	0
California	2021	3
	2022	17
	2023	5
Connecticut	2021	0
	2022	2
	2023	0
Delaware	2021	0
	2022	4
	2023	0
Florida	2021	1
	2022	9
	2023	9
Georgia	2021	27
	2022	1
	2023	6
Idaho	2021	1
	2022	0
	2023	1
Illinois	2021	5
	2022	1
	2023	0
Indiana	2021	1
	2022	0
	2023	3

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Iowa	2021	1
	2022	0
	2023	0
Kansas	2021	1
	2022	0
	2023	0
Louisiana	2021	0
	2022	4
	2023	9
Maryland	2021	0
	2022	2
	2023	1
Massachusetts	2021	0
	2022	2
	2023	4
Michigan	2021	0
	2022	0
	2023	2
Minnesota	2021	0
	2022	2
	2023	0
Mississippi	2021	1
	2022	4
	2023	1
Missouri	2021	0
	2022	0
	2023	1

Column 1	Column 2	Column 3
State	Year	Number of Transfers
New Hampshire	2021	0
	2022	2
	2023	0
New Mexico	2021	0
	2022	0
	2023	2
New York	2021	0
	2022	0
	2023	9
North Carolina	2021	7
	2022	1
	2023	1
Ohio	2021	7
	2022	1
	2023	20
Oklahoma	2021	0
	2022	8
	2023	0
Oregon	2021	0
	2022	0
	2023	4
Pennsylvania	2021	1
	2022	1
	2023	0
South Carolina	2021	0
	2022	0
	2023	8

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Tennessee	2021	2
	2022	5
	2023	2
Texas	2021	8
	2022	39
	2023	41
Virginia	2021	1
	2022	2
	2023	0
Washington	2021	0
	2022	9
	2023	0
West Virginia	2021	0
	2022	0
	2023	1
Total	2021	68
	2022	117
	2023	132

*[Table 3 begins on next page]*

Table No. 3

**Status of Franchised Outlets  
For years 2021 to 2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi- nations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2021	8	2	0	0	0	0	10
	2022	10	3	0	0	0	0	13
	2023	13	3	0	0	0	0	16
Alaska	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Arizona	2021	38	3	0	0	0	0	41
	2022	41	4	0	0	0	0	45
	2023	45	4	0	0	0	0	49
Arkansas	2021	10	0	0	0	0	0	10
	2022	10	1	0	0	0	0	11
	2023	11	0	0	0	0	0	11
California	2021	292	34	0	0	0	0	326
	2022	326	28	0	0	0	3	351
	2023	351	25	0	0	0	0	376
Colorado	2021	25	9	0	0	0	0	34
	2022	34	10	0	0	0	0	44
	2023	44	3	0	0	0	0	47
Connecticut	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	3	0	0	0	0	8
Delaware	2021	2	2	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi- nations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Florida	2021	80	13	0	0	0	0	93
	2022	93	17	0	0	0	0	110
	2023	110	17	0	0	0	1	126
Georgia	2021	38	7	0	0	0	0	45
	2022	45	5	0	0	0	0	50
	2023	50	6	0	0	0	0	56
Hawaii	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Idaho	2021	3	3	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	1	0	0	0	0	7
Illinois	2021	80	14	0	0	0	0	94
	2022	94	15	0	0	0	0	109
	2023	109	10	0	0	0	0	119
Indiana	2021	14	2	0	0	0	0	16
	2022	16	8	0	0	0	0	24
	2023	24	10	0	0	0	0	34
Iowa	2021	5	2	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Kansas	2021	7	2	0	0	0	0	9
	2022	9	1	0	0	0	0	10
	2023	10	3	0	0	0	0	13
Kentucky	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	2	0	0	0	0	8

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi- nations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Louisiana	2021	24	3	0	0	0	0	27
	2022	27	1	0	0	0	0	28
	2023	28	5	0	0	0	0	33
Maryland	2021	23	3	0	0	0	0	26
	2022	26	2	0	0	0	0	28
	2023	28	1	0	0	0	0	29
Massachusetts	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	2	0	0	0	0	8
Michigan	2021	16	3	0	0	0	0	19
	2022	19	7	0	0	0	0	26
	2023	26	12	0	0	0	0	38
Minnesota	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Mississippi	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	1	0	0	0	0	14
Missouri	2021	18	7	0	0	0	0	25
	2022	25	4	0	0	0	0	29
	2023	29	0	0	0	0	0	29
Nebraska	2021	4	4	0	0	0	0	8
	2022	8	1	0	0	0	0	9
	2023	9	1	0	0	0	0	10
Nevada	2021	17	1	0	0	0	0	18
	2022	18	2	0	0	0	0	20
	2023	20	5	0	0	0	0	25

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi- nations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
New Hampshire	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New Jersey	2021	15	7	0	0	0	0	22
	2022	22	7	0	0	0	0	29
	2023	29	5	0	0	0	0	34
New Mexico	2021	12	3	0	0	0	0	15
	2022	15	3	0	0	0	0	18
	2023	18	1	0	0	0	0	19
New York	2021	23	6	0	0	1	0	28
	2022	28	9	0	0	0	1	36
	2023	36	8	0	0	0	0	44
North Carolina	2021	26	4	0	0	0	0	30
	2022	30	2	0	0	0	0	32
	2023	32	6	0	0	0	0	38
Ohio	2021	33	6	0	0	0	1	38
	2022	38	5	0	0	0	0	43
	2023	43	6	0	0	0	0	49
Oklahoma	2021	17	1	0	0	0	0	18
	2022	18	2	0	0	0	0	20
	2023	20	2	0	0	0	0	22
Oregon	2021	8	2	0	0	0	0	10
	2022	10	3	0	0	0	0	13
	2023	13	3	0	0	0	0	16
Pennsylvania	2021	14	2	0	0	0	0	16
	2022	16	7	0	0	0	0	23
	2023	23	10	0	0	0	0	33



Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi- nations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
South Carolina	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	5	0	0	0	0	15
South Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	16	0	0	0	0	0	16
	2022	16	7	0	0	0	0	23
	2023	23	7	0	0	0	0	30
Texas	2021	360	17	0	0	2	0	375
	2022	375	21	0	0	3	0	393
	2023	393	15 <sup>3</sup>	0	0	3	0	405
Utah	2021	7	3	0	0	0	0	10
	2022	10	3	0	0	0	0	13
	2023	13	6	0	0	0	0	19
Virginia	2021	23	1	0	0	0	1	23
	2022	23	0	0	0	0	0	23
	2023	23	7	0	0	0	0	30
Washington	2021	14	5	0	0	0	0	19
	2022	19	1	0	0	0	0	20
	2023	20	5	0	0	0	0	25
West Virginia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

<sup>3</sup> This number includes one Restaurant that WRI sold to a franchisee.

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi- nations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Wisconsin	2021	9	2	0	0	0	0	11
	2022	11	6	0	0	0	0	17
	2023	17	2	0	0	0	0	19
Wyoming	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Totals	2021	1327	176	0	0	3	2	1498
	2022	1498	187	0	0	3	4	1678
	2023	1678	203	0	0	3	1	1877

Table No. 4

**Status of Company-Owned Outlets  
For years 2021 to 2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Colorado	2021	6	0	0	0	6	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Nevada	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
New York	2021	0	3	1	0	0	4
	2022	4	4	0	1	0	7
	2023	7	0	0	0	0	7

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col.6	Col. 7	Col. 8
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
Texas	2021	21	4	2	0	0	27
	2022	27	1	3	0	0	31
	2023	31	4	3	0	1 <sup>4</sup>	37
Totals	2021	32	7	3	0	6	36
	2022	36	5	3	1	0	43
	2023	43	4	3	0	1	49

Table No. 5

**Projected Openings As Of December 30, 2023**

State	Franchise Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants In The Next Fiscal Year	Projected New Company-Owned Restaurants In The Next Fiscal Year
Alabama	0	3	0
Arizona	0	4	0
California	11	27	0
Colorado	1	2	0
Connecticut	0	6	0
Delaware	0	12	0
District of Columbia	0	1	0
Florida	1	12	0
Georgia	0	7	0
Idaho	0	1	0
Illinois	3	7	0
Indiana	0	5	0
Iowa	0	1	0
Kansas	0	2	0
Kentucky	0	4	0
Louisiana	0	2	0
Maryland	0	1	0
Massachusetts	0	2	0
Michigan	0	5	0

<sup>4</sup> This number includes one Restaurant that WRI sold to a franchisee.

State	Franchise Agreements Signed But Restaurants Not Open	Projected New Franchised Restaurants In The Next Fiscal Year	Projected New Company-Owned Restaurants In The Next Fiscal Year
Minnesota	0	5	0
Missouri	1	6	0
Nebraska	0	1	0
Nevada	2	6	1
New Hampshire	0	1	0
New Jersey	1	8	0
New Mexico	1	2	0
New York	7	13	0
North Carolina	2	12	0
Ohio	0	9	0
Oklahoma	0	2	0
Oregon	0	2	0
Pennsylvania	1	6	0
South Carolina	0	2	0
Tennessee	0	6	0
Texas	0	9	3
Utah	1	6	0
Virginia	1	9	0
Washington	0	3	0
Wisconsin	0	1	0
<b>Total</b>	<b>33</b>	<b>213</b>	<b>4</b>

A list of the names, addresses, and telephone numbers of Wingstop franchisees and their Restaurants as of December 30, 2023, is attached as Exhibit F. Also attached at the end of Exhibit F are the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone or other contact numbers) of the franchisees who, during the last fiscal year, had their franchises terminated, canceled, or not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement, or who had not communicated with WRI within the 10 weeks before this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisees did not sign confidentiality clauses during the last 3 fiscal years restricting their ability to speak openly about their experience with the Wingstop franchise system. For information about the Wingstop Franchise Advisory Council originally created by WRI, please contact the main franchisee representative, Asif Rajabali, at 5005 Newport Drive, Suite 501, Rolling Meadows, Illinois 60008, (847) 571-1163, [asif.rajabali@arnetworkinc.com](mailto:asif.rajabali@arnetworkinc.com). There are no other trademark-specific franchisee organizations associated with the Wingstop franchise system.

## **ITEM 21** **FINANCIAL STATEMENTS**

Exhibit A contains our audited financial statements for our fiscal years ended December 30, 2023, December 31, 2022, and December 25, 2021.

On November 6, 2018, and again on both October 30, 2020, and March 9, 2022, Wingstop Funding LLC, our direct parent company, issued fixed rate notes as part of the Securitization Transaction. Various assets have been pledged to secure this indebtedness, including all franchise agreements and other agreements existing as of the closing of the Securitization Transaction. Certain subsidiaries and affiliates of Wingstop Funding LLC have guaranteed the indebtedness, including us. See Item 1 above, as well as the Footnotes to the financial statements in Exhibit A, for more information about the Securitization Transaction.

At the closing of the Securitization Transaction in 2018, WRI, the original franchisor of the Wingstop system and our indirect parent company and predecessor, entered into a management agreement with us, whereby WRI has agreed to provide required support and services to Wingstop franchisees under their franchise agreements. Exhibit A also contains WRI's audited financial statements for the fiscal years ended December 30, 2023, December 31, 2022, and December 25, 2021. These financial statements are being provided for disclosure purposes only. WRI is not a party to any agreement we sign with franchisees and does not guarantee our obligations under any agreement with a franchisee.

## **ITEM 22** **CONTRACTS**

Attached to this disclosure document are our current form of General Release (used in the transfer and renewal contexts) (appearing immediately before Exhibit A), Development Agreement (Exhibit B), Franchise Agreement (Exhibit C), Renewal Riders to Franchise Agreement (Exhibit G), State Riders to Development Agreement and Franchise Agreement (Exhibit H), and Franchisee Representations (Exhibit I).

## **ITEM 23** **RECEIPTS**

The execution copies of this Receipt are attached as the last two pages of this Franchise Disclosure Document following the exhibits.

**Wingstop Franchising LLC**

**GENERAL RELEASE**

**Wingstop Franchising LLC** (“we,” “us,” or “our”) and the undersigned franchisee, \_\_\_\_\_ (“you” or “your”), currently are parties to a certain Franchise Agreement (the “Franchise Agreement”) dated \_\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation]\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our affiliates, and our and their current and former officers, directors, shareholders, principals, agents, representatives, employees, successors, and assigns (collectively, the “Wingstop Parties”), from any and all claims, damages, demands, debts, causes of action, suits, duties, liabilities, costs, and expenses of any nature and kind, whether presently known or unknown, vested or contingent, suspected or unsuspected (all such matters, collectively, “Claims”) that you and any other Releasing Party now have, ever had, or, but for this document, hereafter would or could have against any Wingstop Party (1) arising out of or related in any way to the Releasing Parties’ rights or the Wingstop Parties’ obligations under the Franchise Agreement before the dates of the signatures below or (2) otherwise arising out of or related in any way to your and the other Releasing Parties’ relationship, from the beginning of time to the dates of the signatures below, with any Wingstop Party. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Wingstop Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

[The following language should be used with California franchisees]

*Each party granting a release acknowledges a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:*

*“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”*

*Each party granting a release and its authorized signatories hereto recognize that he, she, or it may have some claim, demand, or cause of action against the released parties of which he, she, or it is unaware and unsuspecting, and which he, she, or it is giving up by signing this Addendum. Each party granting a release and its authorized signatories hereby waive and relinquish every right or benefit which he, she, or it has under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that such right or benefit may lawfully be waived.*

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Franchisee]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Owner]  
\_\_\_\_\_  
[Signature]  
Date: \_\_\_\_\_

**EXHIBIT A**  
**FINANCIAL STATEMENTS**

Exhibit A-1



**WINGSTOP FRANCHISING LLC**

**Financial Statements and Footnotes**

**For the years ended December 30, 2023, December 31, 2022, and December 25, 2021**

## INDEX TO FINANCIAL STATEMENTS

### Financial Statements

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KPMG LLP  
Suite 1400  
2323 Ross Avenue  
Dallas, TX 75201-2721

## Independent Auditors' Report

The Board of Directors  
Wingstop Franchising LLC:

### *Opinion*

We have audited the financial statements of Wingstop Franchising LLC (the Company), which comprise the balance sheets as of December 30, 2023 and December 31, 2022, and the related statements of operations, member's equity, and cash flows for the fiscal years in the three-year period ended December 30, 2023, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the fiscal years in the three-year period ended December 30, 2023 in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the 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 U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from 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 issued.

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

*KPMG LLP*

Dallas, Texas  
March 27, 2024

**WINGSTOP FRANCHISING LLC**  
**Balance Sheets**  
(amounts in thousands)

	December 30, 2023	December 31, 2022
<b>ASSETS</b>		
Current assets		
Restricted cash	\$ 4,640	\$ 3,415
Accounts receivable, net	11,523	7,730
Total current assets	16,163	11,145
Trademarks	32,700	32,700
Customer relationships, net	7,740	9,015
Other non-current assets	95	373
<b>Total assets</b>	<b>\$ 56,698</b>	<b>\$ 53,233</b>
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
Current liabilities		
Payable to affiliate	\$ 491	\$ 361
Deferred revenue and other current liabilities	4,870	4,122
Total current liabilities	5,361	4,483
Deferred revenues	30,121	26,947
Total liabilities	35,482	31,430
Member's equity	21,216	21,803
<b>Total liabilities and member's equity</b>	<b>\$ 56,698</b>	<b>\$ 53,233</b>

See accompanying notes to financial statements.

**WINGSTOP FRANCHISING LLC**  
**Statements of Operations**  
**(amounts in thousands)**

	Fiscal Year Ended		
	December 30, 2023	December 31, 2022	December 25, 2021
<b>Revenue:</b>			
Royalty revenue	\$ 192,259	\$ 147,654	\$ 123,587
Franchise fees	5,029	4,351	4,020
Other revenues	17,260	12,634	8,263
Total revenue	214,548	164,639	135,870
<b>Costs and expenses:</b>			
Selling, general and administrative expense	8	16	(612)
Amortization	1,275	1,287	1,298
Total costs and expenses	1,283	1,303	686
Income before taxes	213,265	163,336	135,184
Income tax expense	2,073	1,508	1,147
Net income	\$ 211,192	\$ 161,828	\$ 134,037

See accompanying notes to financial statements.

**WINGSTOP FRANCHISING LLC**  
**Statements of Member's Equity**  
**(amounts in thousands)**

	<b>Member's Contributions</b>	<b>Accumulated Deficit</b>	<b>Total Member's Equity</b>
Balance at December 26, 2020	\$ 27,410	\$ (5,396)	\$ 22,014
Net income	—	134,037	134,037
Distributions to affiliate	—	(136,611)	(136,611)
Balance at December 25, 2021	\$ 27,410	\$ (7,970)	\$ 19,440
Net income	—	161,828	161,828
Distributions to affiliate	—	(159,465)	(159,465)
Balance at December 31, 2022	\$ 27,410	\$ (5,607)	\$ 21,803
Net income	—	211,192	211,192
Distributions to affiliate	—	(211,779)	(211,779)
Balance at December 30, 2023	\$ 27,410	\$ (6,194)	\$ 21,216

See accompanying notes to financial statements.

**WINGSTOP FRANCHISING LLC**  
**Statements of Cash Flows**  
**(amounts in thousands)**

	Fiscal Year Ended		
	December 30, 2023	December 31, 2022	December 25, 2021
<b>Operating activities</b>			
Net income	\$ 211,192	\$ 161,828	\$ 134,037
Adjustments to reconcile net income to cash provided by operating activities:			
Amortization	1,275	1,287	1,298
Changes in operating assets and liabilities:			
Accounts receivable	(3,793)	(2,148)	(1,910)
Prepaid expenses and other assets	279	325	(698)
Accounts payable and current liabilities	248	(786)	891
Deferred revenue	3,674	(736)	3,443
Cash provided by operating activities	212,875	159,770	137,061
<b>Investing activities</b>			
Cash provided by (used in) investing activities	—	—	—
<b>Financing activities</b>			
Distributions to affiliate	(211,649)	(159,446)	(136,559)
Cash used in financing activities	(211,649)	(159,446)	(136,559)
Net increase in restricted cash	1,226	324	502
Restricted cash at beginning of period	3,415	3,091	2,589
Restricted cash at end of period	\$ 4,641	\$ 3,415	\$ 3,091

See accompanying notes to financial statements.



**WINGSTOP FRANCHISING LLC**  
**Notes to Financial Statements**

**(1) Basis of Presentation and Summary of Significant Accounting Policies**

*Overview*

Wingstop Franchising LLC (the "Company") is a single-member, special purpose Delaware limited liability company. The Company is a direct, wholly owned subsidiary of Wingstop Funding LLC (the "Issuer"), which is a direct, wholly owned subsidiary of Wingstop Guarantor LLC, which is a direct, wholly owned subsidiary of Wingstop Restaurants Inc. ("WRI"), which is a direct, wholly owned subsidiary of Wingstop Holdings, Inc., which is a direct, wholly owned subsidiary of Wingstop Inc. (the "Parent"). The Company offers franchises for the development and operation of restaurants under the Wingstop® trademark.

The Company was formed on October 3, 2018 in connection with a contemplated financing (the "Securitization Transaction") which was completed on November 14, 2018 (the "Closing Date"), primarily to serve as the franchisor of Wingstop's restaurants.

*Summary of Significant Accounting Policies*

**(a) Fiscal Year End**

The Company uses a 52/53-week fiscal year that ends on the last Saturday of the calendar year. Fiscal year 2023, 2022, and 2021 included 52, 53, and 52 weeks, respectively. The 53rd week in fiscal 2022 fell in the fourth fiscal quarter.

**(b) Income Taxes**

The Company is a single-member limited liability company and is treated as a disregarded entity for Federal income tax purposes and by most state taxing jurisdictions. Consequently, the Company generally does not incur U.S. income taxes. Instead, its income flows to and is taxed at its taxable ultimate parent, Wingstop Inc. The Company is a taxable member of a consolidated Texas income tax return filed by Wingstop Restaurants Inc. and is allocated a portion of the consolidated tax expense based on its proportionate share of taxable receipts in Texas. The Company incurs foreign tax expense attributable to foreign withholding taxes which is recorded to Income tax expense in the Statements of Operations.

**(c) Restricted cash**

Restricted cash includes cash and cash equivalents held for future principal and interest payments as required by the Issuer's debt agreements (see Note 3), which are restricted as to withdrawal or use until distributed to affiliates.

**(d) Accounts Receivable**

Accounts receivable, net of allowance for doubtful accounts, consists primarily of accrued royalty fee receivables, collected weekly in arrears, and vendor rebates. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. On a continuing basis, management analyzes delinquent receivables, which are charged off against the existing allowance account when determined to be uncollectible.

**(e) Accounts Payable to Affiliates**

Accounts payable to affiliates represent amounts due to affiliates of the Company.

**(f) Intangible Assets**

Intangible assets are amortized on the straight-line basis using the estimated useful lives of the related classes of intangible assets. The estimated useful life for franchise agreements is 20 years. Trademarks are not amortized as they are considered to have an indefinite life.

Finite-life intangible assets are reviewed for impairment periodically and whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Indefinite-life intangible assets are reviewed for recoverability on an annual basis (October 1<sup>st</sup> of the fiscal year) and whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. No indications of impairment were identified during fiscal years 2023, 2022, or 2021.

**WINGSTOP FRANCHISING LLC**  
**Notes to Financial Statements**

***(g) Use of Estimates***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Although management bases its estimates on assumptions that are believed to be reasonable under the circumstances, actual results could differ from those estimates.

***(h) Franchise Agreements***

The Company's franchise agreements cover a ten year period and provide for one ten year renewal. The Company can terminate a franchise agreement if the franchisee fails to comply with the provisions of the franchise agreement. As of December 30, 2023, the Company had granted 2,165 franchises for open stores located in 45 states and 11 international countries and U.S. territories. Initial franchise fees have been received for these franchise agreements and have been recorded as deferred revenues on the balance sheet. In addition, Wingstop Restaurants Inc., a related party by reason of common ownership, owned and operated 49 stores located in 3 states.

***(i) Revenue Recognition***

Royalty Income

Royalty income is based on a percentage of a restaurant's gross sales, as defined in the franchise agreement, and are included in revenues when earned.

Franchise Fees

Fees from the sale of franchises are recorded as deferred revenue. Performance obligations under franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as development of training materials and menu items and restaurant monitoring. These performance obligations are highly interrelated, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by providing a right to use our intellectual property over the term of each franchise agreement.

Initial and renewal franchise fees are payable by the franchisee prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. Franchise agreement royalties represent sales-based royalties that are related entirely to the performance obligation under the franchise agreement and are recognized as franchise sales occur. Additionally, initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement.

The Company also enters into development agreements. Under these agreements, the franchisee commits to purchase several franchises within a particular geographic area. Fees collected in connection with the grant of a development agreement are also recorded as deferred revenue. The performance obligation under development agreements and international territory agreements generally consists of an obligation to grant exclusive development rights over a stated term. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for development rights are deferred and apportioned to each franchise restaurant opened by the franchisee. The pro rata amount apportioned to each restaurant is accounted for as an initial franchise fee.

***(j) Consideration from Vendors***

The Company has entered into food and beverage supply agreements with certain major vendors. Pursuant to the terms of these arrangements, rebates are provided to the Company from the vendors based upon the dollar volume of purchases for franchised restaurants and included in Other revenue in the Statements of Operations. The consideration recognized was approximately \$17.2 million for fiscal year 2023, \$12.6 million for fiscal year 2022, and \$8.3 million for fiscal year 2021.

**WINGSTOP FRANCHISING LLC**  
**Notes to Financial Statements**

**(2) Accounts Receivable, net**

Accounts receivables, net, consist of the following (in thousands):

	December 30, 2023	December 31, 2022
Vendor rebates receivable	\$ 5,091	\$ 3,470
Royalties receivable	5,717	3,811
Other receivables, net	715	449
Accounts receivable, net	<u>\$ 11,523</u>	<u>\$ 7,730</u>

**(3) Securitization Transactions**

The Issuer's outstanding debt consists of Series 2022-1 3.734% Fixed Rate Senior Secured Notes, Class A-2, Series 2022-1 Variable Funding Senior Notes, Class A-1, and Series 2020-1 2.84% Fixed Rate Senior Secured Notes, Class A-2 (collectively, "The Notes"). The Notes were each issued in a securitization transaction pursuant to which certain of WRI's domestic and foreign revenue-generating assets, consisting principally of existing and future domestic and international franchise agreements and all related rights to receive fees and royalties, vendor rebate contracts, license agreements, intellectual property, and transaction accounts, were contributed or otherwise transferred to the Company. The Notes are secured by substantially all of the assets of and guaranteed by Wingstop Guarantor LLC and the Company.

The Company is required to distribute its excess cash flows to the Issuer pursuant to an operating agreement with the Issuer. The Issuer uses the funds distributed to it by the Company to, among other things, service its debt obligations. The Company distributed \$211.6 million, \$159.4 million, and \$136.6 million during fiscal years 2023, 2022, and 2021, respectively, pursuant to this operating agreement.

**(4) Intangible Assets**

Intangible assets consisted of the following (in thousands):

	December 30, 2023	December 31, 2022	Useful life
Intangible assets:			
Trademarks	\$ 32,700	\$ 32,700	
Indefinite-lived assets	32,700	32,700	
Customer relationships	26,300	26,300	20.0
Less: accumulated amortization	<u>(18,560)</u>	<u>(17,285)</u>	
Definite-lived assets	7,740	9,015	
Intangible Assets, net	<u>\$ 40,440</u>	<u>\$ 41,715</u>	

Amortization expense for definite-lived intangibles was \$1.3 million in fiscal years 2023, 2022, and 2021. Estimated amortization expense related to customer relationships for the five succeeding fiscal years and the aggregate thereafter is (in thousands):

Fiscal year 2024	\$ 1,264
Fiscal year 2025	1,252
Fiscal year 2026	1,241
Fiscal year 2027	1,230
Fiscal year 2028	1,219
Thereafter	1,534
Total	<u>\$ 7,740</u>

**WINGSTOP FRANCHISING LLC**  
**Notes to Financial Statements**

**(5) Income Taxes**

Income tax expense consisted of the following (in thousands):

	<u>December 30, 2023</u>	<u>December 31, 2022</u>	<u>December 25, 2021</u>
Current expense:			
State	\$ 477	\$ 361	\$ 328
Foreign	1,596	1,147	819
	<u>\$ 2,073</u>	<u>\$ 1,508</u>	<u>\$ 1,147</u>

The income tax provision differs from the U.S. Federal rate of 21% due to the fact that the Company is not a U.S. Federal taxpayer and the income tax provision consists primarily of taxes based on income in the state of Texas and foreign withholding taxes on certain royalties received from foreign franchisees.

**(6) Franchise Income**

Franchise fee, development fee, and international territory fee payments received by the Company are recorded as deferred revenue on the Balance Sheet, which represents a contract liability. Deferred revenue is reduced as fees are recognized in revenue over the term of the franchise license for the respective restaurant. As the term of the franchise license is typically ten years, substantially all of the franchise fee revenue recognized in the current fiscal year was included in the deferred revenue balance as of December 31, 2022. Approximately \$9.3 million and \$7.7 million of deferred revenue as of December 30, 2023 and December 31, 2022, respectively, relates to restaurants that have not yet opened, so the fees are not yet being amortized. The weighted average remaining amortization period for deferred franchise and renewal fees related to open restaurants is 7.1 years. The Company did not have any material contract assets as of December 30, 2023.

**(7) Transactions with Related Parties**

The Company receives royalties from affiliated entities as discussed in Note 3. For the fiscal years ended December 30, 2023 and December 31, 2022, and December 25, 2021, the Company recognized such royalty revenue of \$5.8 million, \$4.8 million and \$4.2 million, respectively, which has been recorded to Royalty revenue on the accompanying statements of operations. Receivables from affiliates as of December 30, 2023 and December 31, 2022 totaled \$112,000 and \$99,000, respectively, and were comprised of amounts due to the Company for royalties. Payables to affiliates as of December 30, 2023 and December 31, 2022 totaled \$491,000 and \$361,000, respectively, comprised of income taxes payable and other amounts due to affiliates.

**(8) Subsequent Events**

The Company has evaluated subsequent events from the balance sheet date through March 27, 2024, the date at which the financial statements were available to be issued, and determined there are no other items to disclose.

**Wingstop Restaurants Inc. and Subsidiaries**

(A Wholly Owned Subsidiary of Wingstop Inc.)

Consolidated Financial Statements and Footnotes

For the years ended December 30, 2023, December 31, 2022, and December 25, 2021

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KPMG LLP  
Suite 1400  
2323 Ross Avenue  
Dallas, TX 75201-2721

## Independent Auditors' Report

The Board of Directors  
Wingstop Restaurants Inc.:

### *Opinion*

We have audited the consolidated financial statements of Wingstop Restaurants Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 30, 2023 and December 31, 2022, and the related consolidated statements of comprehensive income, stockholder's equity (deficit), and cash flows for each of the fiscal years in the three-year period ended December 30, 2023, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 30, 2023, in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

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

### *Responsibilities of Management for the Consolidated Financial Statements*

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

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

### *Auditors' Responsibilities for the Audit of the Consolidated Financial Statements*

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



In performing an audit in accordance with GAAS, we:

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

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

*KPMG LLP*

Dallas, Texas  
March 27, 2024



**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Wingstop Inc.)**  
**Consolidated Balance Sheets**  
**(amounts in thousands, except share and par value data)**

	December 30, 2023	December 31, 2022
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 90,216	\$ 184,496
Restricted cash	11,444	13,296
Accounts receivable, net	12,408	9,461
Prepaid expenses and other current assets	4,467	4,252
Advertising fund assets, restricted	25,328	15,167
Total current assets	143,863	226,672
Property and equipment, net	91,292	66,851
Goodwill	67,708	62,514
Trademarks	32,700	32,700
Customer relationships, net	7,740	9,015
Other non-current assets	34,042	26,438
<b>Total assets</b>	<b>\$ 377,345</b>	<b>\$ 424,190</b>
<b>Liabilities and stockholder's equity</b>		
Current liabilities		
Accounts payable	\$ 4,725	\$ 5,219
Other current liabilities	40,032	29,753
Current portion of debt obligations	—	7,300
Advertising fund liabilities	25,328	15,167
Total current liabilities	70,085	57,439
Long-term debt, net	712,327	706,846
Deferred revenues, net of current	30,145	27,052
Deferred income tax liabilities, net	5,233	5,546
Other non-current liabilities	17,897	14,342
Total liabilities	835,687	811,225
Commitments and contingencies (see note 11)		
Stockholder's equity (deficit)		
Common stock, \$0.01 par value; 100 shares authorized; 100 shares issued and outstanding as of December 30, 2023 and December 31, 2022, respectively	—	—
Additional paid-in-capital	88,223	88,223
Retained earnings	322,633	250,778
Accumulated other comprehensive loss	(341)	(637)
Accumulated distributions to Parent	(868,857)	(725,399)
Total stockholder's deficit	(458,342)	(387,035)
<b>Total liabilities and stockholder's deficit</b>	<b>\$ 377,345</b>	<b>\$ 424,190</b>

See accompanying notes to consolidated financial statements

**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Wingstop Inc.)**  
**Consolidated Statements of Comprehensive Income**  
**(amounts in thousands)**

	Fiscal Year Ended		
	December 30, 2023	December 31, 2022	December 25, 2021
<b>Revenue:</b>			
Royalty revenue, franchise fees and other	\$ 207,077	\$ 158,614	\$ 130,676
Advertising fees	157,138	119,011	81,529
Company-owned restaurant sales	95,840	79,896	70,297
Total revenue	<u>460,055</u>	<u>357,521</u>	<u>282,502</u>
<b>Costs and expenses:</b>			
Cost of sales <sup>(1)</sup>	70,646	63,395	57,416
Advertising expenses	166,583	123,069	83,989
Selling, general and administrative	96,898	67,061	62,895
Depreciation and amortization	13,239	10,899	7,943
Loss (gain) on disposal of assets	95	1,164	(3,497)
Total costs and expenses	<u>347,461</u>	<u>265,588</u>	<u>208,746</u>
Operating income	112,594	91,933	73,756
Interest expense, net	18,227	21,230	14,984
Loss on debt extinguishment and financing transactions	—	814	—
Other (income) expense	57	573	(135)
Income before income tax expense	<u>94,310</u>	<u>69,316</u>	<u>58,907</u>
Income tax expense	22,455	16,476	14,980
Net income	<u>\$ 71,855</u>	<u>\$ 52,840</u>	<u>\$ 43,927</u>
<b>Other comprehensive income (loss)</b>			
Currency translation adjustment	\$ 296	\$ (381)	\$ (256)
Other comprehensive income (loss)	<u>296</u>	<u>(381)</u>	<u>(256)</u>
Comprehensive income	<u>\$ 72,151</u>	<u>\$ 52,459</u>	<u>\$ 43,671</u>

<sup>(1)</sup> Cost of sales includes all operating expenses of company-owned restaurants, including advertising expenses, and excludes depreciation and amortization, which are presented separately.

See accompanying notes to consolidated financial statements.

**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Wingstop Inc.)**  
**Consolidated Statements of Stockholder's Equity (Deficit)**  
**(amounts in thousands, except share data)**

	<u>Common Stock</u>		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Distributions to Parent	Total Stockholder's Equity (Deficit)
	Shares	Amount					
Balance at December 26, 2020	100	\$ —	\$ 88,223	\$ 154,011	\$ —	\$ (585,997)	\$ (343,763)
Net distributions to parent	—	—	—	—	—	(10,556)	(10,556)
Net income	—	—	—	43,927	—	—	43,927
Currency translation adjustment	—	—	—	—	(256)	—	(256)
Balance at December 25, 2021	100	—	88,223	197,938	(256)	(596,553)	(310,648)
Net distributions to parent	—	—	—	—	—	(128,846)	(128,846)
Net income	—	—	—	52,840	—	—	52,840
Currency translation adjustment	—	—	—	—	(381)	—	(381)
Balance at December 31, 2022	100	—	88,223	250,778	(637)	(725,399)	(387,035)
Net distributions to parent	—	—	—	—	—	(143,458)	(143,458)
Net income	—	—	—	71,855	—	—	71,855
Currency translation adjustment	—	—	—	—	296	—	296
Balance at December 30, 2023	100	\$ —	\$ 88,223	\$ 322,633	\$ (341)	\$ (868,857)	\$ (458,342)

See accompanying notes to consolidated financial statements.

**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Wingstop Inc.)**  
**Consolidated Statements of Cash Flows**  
**(amounts in thousands)**

	Fiscal Year Ended		
	December 30, 2023	December 31, 2022	December 25, 2021
<b>Operating activities</b>			
Net income	\$ 71,855	\$ 52,840	\$ 43,927
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	13,239	10,899	7,943
Deferred income taxes	(313)	(2,858)	3,213
Loss (gain) on disposal of assets	95	1,164	(3,497)
Loss on debt extinguishment	—	814	—
Amortization of debt issuance costs	2,043	1,939	1,401
Changes in operating assets and liabilities:			
Accounts receivable	(2,947)	(2,468)	(2,135)
Prepaid expenses and other assets	599	584	(2,658)
Advertising fund assets and liabilities, net	10,093	5,048	(10,722)
Accounts payable and other current liabilities	14,896	(418)	(2,743)
Deferred revenue	3,593	(712)	3,386
Other non-current liabilities	69	(27)	330
Cash provided by operating activities	113,222	66,805	38,445
<b>Investing activities</b>			
Purchases of property and equipment	(40,833)	(23,940)	(28,021)
Acquisitions of restaurants from franchisees	(10,832)	(7,809)	(4,876)
Proceeds from sales of assets	320	4,063	7,207
Payments for investments	(808)	(997)	(4,163)
Cash used in investing activities	(52,153)	(28,683)	(29,853)
<b>Financing activities</b>			
Borrowings of long-term debt	—	250,000	—
Repayments of long-term debt	(3,650)	(3,025)	(2,400)
Net distributions to Parent	(143,458)	(128,846)	(10,556)
Payment of deferred financing costs and other debt-related costs	—	(5,442)	—
Cash provided by (used in) financing activities	(147,108)	112,687	(12,956)
Net increase (decrease) in cash, cash equivalents, and restricted cash	(86,039)	150,809	(4,364)
Cash, cash equivalents, and restricted cash at beginning of period	205,715	54,906	59,270
Cash, cash equivalents, and restricted cash at end of period	\$ 119,676	\$ 205,715	\$ 54,906
<b>Supplemental information:</b>			
Accrued capital expenditures	\$ 2,963	\$ 7,273	\$ 5,074
Cash paid for interest	\$ 22,740	\$ 20,480	\$ 15,035

See accompanying notes to consolidated financial statements.

**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Wingstop Inc.)**  
**Notes to Consolidated Financial Statements**

**(1) Basis of Presentation and Summary of Significant Accounting Policies**

*Overview*

Wingstop Restaurants Inc. (“WRI”) and subsidiaries, collectively referred to as the “Company,” is in the business of franchising and operating Wingstop restaurants. As of December 30, 2023, the Company had a total of 2,214 restaurants in its system. The Company’s restaurant base is 98% franchised, with 2,165 franchised locations (including 288 international locations) and 49 company-owned restaurants as of December 30, 2023. The Company is a wholly owned subsidiary of Wingstop Holdings Inc., which is a wholly owned subsidiary of Wingstop Inc. (the “Parent”).

*Summary of Significant Accounting Policies*

**(a) Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of the Company. All intercompany balances and transactions have been eliminated in consolidation.

**(b) Fiscal Year End**

The Company uses a 52/53-week fiscal year that ends on the last Saturday of the calendar year. Fiscal year 2023, 2022 and 2021 included 52, 53, and 52 weeks, respectively. The 53rd week in fiscal 2022 fell in the fourth fiscal quarter.

**(c) Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (“GAAP”) requires management to make estimates and assumptions, primarily related to long-lived asset valuation, indefinite and finite lived intangible asset valuation, income taxes, investments, leases, and contingencies. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the period. Although management bases its estimates on historical experience and assumptions that are believed to be reasonable under the circumstances, actual results could differ from those estimates.

**(d) Cash, Cash Equivalents, and Restricted Cash**

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 30, 2023 and December 31, 2022, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid instruments purchased with an original maturity of three months or less are considered cash equivalents.

Restricted cash includes cash and cash equivalents held for future principal and interest payments as required by the Company's debt agreements (see Note 9). The Company also has Advertising fund restricted cash, which can only be used for activities that promote the Wingstop brand. Cash, cash equivalents, and restricted cash within the consolidated balance sheets that are included in the consolidated statements of cash flows as of December 30, 2023 and December 31, 2022 were as follows (in thousands):

	December 30, 2023	December 31, 2022
Cash and cash equivalents	\$ 90,216	\$ 184,496
Restricted cash	11,444	13,296
Restricted cash, included in Advertising fund assets, restricted	18,016	7,923
Total cash, cash equivalents, and restricted cash	<u>\$ 119,676</u>	<u>\$ 205,715</u>

**(e) Accounts Receivable**

Accounts receivable, net of allowance for doubtful accounts, consists primarily of accrued royalty fee receivables, collected weekly in arrears, and vendor rebates. Management determines the allowance for doubtful accounts based on historical losses

**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
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and current economic conditions. On a continuing basis, management analyzes delinquent receivables, which are charged off against the existing allowance account when determined to be uncollectible.

**(f) Inventories**

Inventories, which consist of food and beverage products, paper goods and supplies, are valued at the lower of cost (first-in, first-out) or net realizable value.

**(g) Property and Equipment**

Property and equipment is recorded at cost less accumulated depreciation. Property and equipment is depreciated based on the straight-line method over the following estimated useful lives:

Property and Equipment	Estimated Useful Lives
Building	40 years
Leasehold improvements	Lesser of 7 to 10 years or the expected lease term
Equipment, furniture and fixtures	3 to 7 years
Computer software	3 years

At the time property and equipment are retired, the asset and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in earnings. The Company expenses repair and maintenance costs that maintain the appearance and functionality of the restaurant but do not extend the useful life of any restaurant asset. Improvements to leased properties are depreciated over the shorter of their useful life or the lease term, which includes a fixed, non-cancelable lease term plus any reasonably assured renewal periods.

**(h) Impairment or Disposal of Long-Lived Assets**

Property and equipment and finite-life intangible assets are reviewed for impairment periodically and whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. The Company's assessment of recoverability of property and equipment and finite-lived intangible assets is performed at the component level, which is generally an individual restaurant and requires judgment and an estimate of future restaurant generated cash flows. The Company's estimates of fair values are based on the best information available and require the use of estimates, judgments, and projections. The Company did not record any impairment losses on long-lived assets in fiscal years 2023, 2022, or 2021.

**(i) Goodwill and Indefinite-Lived Intangible Assets**

The Company's indefinite-lived intangible assets consist of goodwill and trademarks, which are not subject to amortization. We generally record goodwill in connection with the acquisition of restaurants from franchisees. On an annual basis (October 1<sup>st</sup> of the fiscal year) and whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable, the Company reviews the recoverability of goodwill and indefinite-lived intangible assets. No indications of impairment were identified during fiscal years 2023, 2022, or 2021.

It is possible that changes in circumstances or changes in management's judgments, assumptions and estimates could result in an impairment charge of a portion or all of its goodwill or other intangible assets.

**(j) Foreign Currency Translation**

The foreign currency translation adjustment included in the Consolidated Statements of Comprehensive Income represents the unrealized impact of translating our foreign investment. This amount is not included in Net income and would only be realized upon disposition of our investment. The related Accumulated other comprehensive loss is presented in the Consolidated Balance Sheets.

**(k) Revenue Recognition**

Revenues consist primarily of royalties, national advertising fund (the "Ad Fund") contributions (advertising fees), initial and renewal franchise fees, and upfront fees from development agreements and international territory agreements. The Company's performance obligations under its franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as

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**Notes to Consolidated Financial Statements**

training, and (c) ongoing services, such as management of the Ad Fund contributions, development of training materials and menu items, and restaurant monitoring. These performance obligations are highly interrelated, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by the Company providing a right to use its intellectual property over the term of each franchise agreement. Franchise fee, development fee and international territory fee payments received by the Company before the restaurant opens are recorded as deferred revenue in the Consolidated Balance Sheets.

Royalties, including franchisee contributions to the Ad Fund, are calculated as a percentage of franchise restaurant sales over the term of the franchise agreement. Initial and renewal franchise fees are payable by the franchisee prior to the restaurant opening or at the time of a renewal of an existing franchise agreement. The Company's franchise agreement royalties, inclusive of Ad Fund contributions, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchised restaurant sales occur. Additionally, initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. The Company's performance obligation under development agreements and international territory agreements generally consists of an obligation to grant exclusive development rights over a stated term. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for development rights are apportioned to each franchised restaurant opened and accounted for as an initial franchise fee.

The Company records food and beverage revenues from company-owned restaurants upon sale to the customer. The Company collects and remits sales, food and beverage, alcoholic beverage, and hospitality taxes on transactions with customers and reports such amounts under the net method in its Consolidated Statements of Comprehensive Income. Accordingly, these taxes are not included in gross revenue.

The Company records a liability in the period in which a gift card is sold. As gift cards are redeemed, the liability is reduced. When gift cards are redeemed at a franchisee-operated restaurant, the revenue and related administrative costs are recognized by the franchisee. The Company recognizes revenue and related administrative costs when gift cards are redeemed at company-owned restaurants.

**(l) Consideration from Vendors**

The Company has entered into food and beverage supply agreements with certain major vendors. Pursuant to the terms of these arrangements, rebates are provided to the Company from the vendors based upon the dollar volume of purchases for company-operated restaurants and franchised restaurants. These incentives are recognized as earned throughout the year and are classified as a reduction in Cost of sales with any consideration received in excess of the total expense of the vendor's products included within Royalty revenue, franchise fees and other within the Consolidated Statements of Comprehensive Income. The incentives recognized were approximately \$17.7 million, \$13.1 million, and \$8.7 million, during fiscal years 2023, 2022, and 2021, respectively, of which \$2.3 million, \$1.8 million and \$1.6 million was classified as a reduction in Cost of sales during fiscal years 2023, 2022, and 2021, respectively.

**(m) Advertising Expenses**

The Company administers the Ad Fund, for which a percentage of gross sales is collected from Wingstop domestic restaurant franchisees and company-owned restaurants to be used for various forms of advertising for the Wingstop brand. Effective the first day of the fiscal second quarter of 2022, domestic franchisees contribution rates to the national advertising fund increased to 5%, up from 4%, of gross sales. The national advertising fund contribution rate was 4% for fiscal year 2021.

The Company administers and directs the development of all advertising and promotion programs in the Ad Fund for which it collects advertising contributions in accordance with the provisions of its franchise agreements. The Company has a contractual obligation with regard to these advertising contributions. The Company consolidates and reports all assets and liabilities of the Ad Fund as restricted assets of the Ad Fund and liabilities of the Ad Fund within current assets and current liabilities, respectively, in the Consolidated Balance Sheets. The assets and liabilities of the Ad Fund consist primarily of cash, receivables, accrued expenses, and other liabilities. Pursuant to the Company's franchise agreements, use of Ad Fund contributions is restricted to advertising, public relations, merchandising, similar activities, and administrative expenses to increase sales and further enhance the public reputation of the Wingstop brand. The aforementioned administrative expenses may also include personnel expenses and allocated costs incurred by the Company that are directly associated with administering the Ad Fund, as outlined in the provisions of the applicable franchise agreements.

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The Company expenses the production costs of advertising in the period in which the advertising first occurs. All other advertising and promotional costs are expensed in the period incurred. When contributions to the Ad Fund exceed the related advertising expenses, advertising costs are accrued up to the amount of the related contributions. Ad Fund contributions and expenditures are reported on a gross basis on the Consolidated Statements of Comprehensive Income.

Advertising expenses incurred by company-owned restaurants are included within Cost of sales in the Consolidated Statements of Comprehensive Income. Company operated restaurants incurred advertising expenses of \$4.9 million, \$3.6 million, and \$3.3 million in fiscal years 2023, 2022, and 2021, respectively.

**(n) Leases**

The Company determines whether an arrangement is a lease at inception and leases restaurants and office space under operating leases. Most lease agreements contain tenant improvement allowances, rent holidays, rent escalation clauses, and/or contingent rent provisions. For leases with renewal periods at the Company's option, the Company determines the expected lease period based on whether the renewal of any options are reasonably certain at the inception of the lease. For purposes of measurement and amortization of the right-of-use asset and associated lease liability over the terms of the leases, the Company uses the date it takes possession of the leased space for construction purposes at the beginning of the lease term, which is generally two to three months prior to a restaurant's opening date. As most leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available on the commencement date in determining the present value of lease payments. The Company has lease agreements that contain both lease and non-lease components which are not separated. Certain leases require the Company to pay a portion of real estate taxes, utilities, building operating expenses, insurance and other charges in addition to rent.

**(o) Income Taxes**

The Company is included in the consolidated tax return of the Parent. Income taxes are allocated to the Company as if it filed a stand-alone return with the amount payable for tax purposes included in Distributions to Parent, as the Parent will pay the income taxes on behalf of the Company. Cash paid to the Parent for income taxes during fiscal years 2023, 2022, and 2021 totaled \$22.5 million, \$16.5 million, and \$15.0 million, respectively.

Income taxes are accounted for under the asset and liability method. Under this method, a deferred tax asset or liability is recognized for the estimated future tax effects attributable to temporary differences between the financial statement basis and the tax basis of assets and liabilities as well as tax credit carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the period of the change.

Judgment is required in evaluating the Company's uncertain tax positions and determining the Company's income tax expense. The Company assesses the income tax position and records the liabilities for all years subject to examination based upon management's evaluation of the facts, circumstances, and information available at the reporting date.

**(p) Recent Accounting Pronouncements**

In November 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standard Update ("ASU") 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosure. The ASU updates reportable segment disclosure requirements, primarily through requiring enhanced disclosures about significant segment expenses and information used to assess segment performance. The ASU is effective for fiscal years beginning after December 15, 2023, with early adoption permitted. We are currently evaluating the impact of adopting this ASU on our disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU includes amendments requiring enhanced income tax disclosures, primarily related to standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted, and can be applied either prospectively or retrospectively. We are currently evaluating the impact of adopting this ASU on our disclosures.



**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
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We reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our consolidated financial statements.

**(2) Fair Value Measurements**

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. Assets and liabilities are classified using a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value as follows:

Level 1 - Unadjusted quoted prices for identical instruments traded in active markets.

Level 2 - Observable market-based inputs or unobservable inputs corroborated by market data.

Level 3 - Unobservable inputs reflecting management's estimates and assumptions.

The carrying values of cash and cash equivalents, accounts receivable and accounts payable approximate fair value due to their short-term nature. Fair value of debt is determined on a non-recurring basis, which results are summarized as follows (in thousands):

	Fair Value Hierarchy	December 30, 2023		December 31, 2022	
		Carrying Value	Fair Value	Carrying Value	Fair Value
Securitized Financing Facility:					
2020-1 Class A-2 Senior Secured Notes <sup>(1)</sup>	Level 2	\$ 472,800	\$ 423,823	\$ 475,200	\$ 406,462
2022-1 Class A-2 Senior Secured Notes <sup>(1)</sup>	Level 2	\$ 248,125	\$ 222,370	\$ 249,375	\$ 215,709
Investments in bonds of LPH (Note 8) <sup>(2)</sup>	Level 3	\$ 3,557	\$ 4,306	\$ 3,196	\$ 3,906

<sup>(1)</sup> The fair value of the 2020-1 and 2022-1 Class A-2 Senior Secured Notes was estimated using available market information.

<sup>(2)</sup> The fair value approximates discounted cash flows using current market rates for debt investments with similar maturities and credit risk.

**(3) Accounts Receivable, net**

Accounts receivables, net, consist of the following (in thousands):

	December 30, 2023	December 31, 2022
Vendor rebates receivable	\$ 5,311	\$ 3,610
Royalties receivable	5,717	3,811
Other receivables, net	1,380	2,040
Accounts receivable, net	<u>\$ 12,408</u>	<u>\$ 9,461</u>

**WINGSTOP RESTAURANTS INC. AND SUBSIDIARIES**  
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**Notes to Consolidated Financial Statements**

**(4) Property and Equipment**

Property and equipment, net consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Building	\$ 15,769	\$ 15,769
Construction in process	46,675	23,008
Equipment, furniture and fixtures	41,268	33,406
Leasehold and other improvements	26,599	23,295
Land	2,828	2,828
Property and equipment, gross	133,139	98,306
Less: accumulated depreciation	(41,847)	(31,455)
Property and equipment, net	<u>\$ 91,292</u>	<u>\$ 66,851</u>

Depreciation expense was \$10.6 million, \$8.7 million, and \$5.6 million for the fiscal years ended December 30, 2023, December 31, 2022, and December 25, 2021, respectively.

**(5) Intangible Assets and Goodwill**

The Company's goodwill and other intangible assets arose from Wingstop's acquisition of the equity interests of WRI in April 2010, as well as the acquisition of restaurants from franchisees. Goodwill represents the excess of purchase consideration transferred for the respective reporting unit over the fair value of the business at the time of the acquisition.

The following is a summary of goodwill balances and activity (in thousands):

	December 30, 2023	December 31, 2022
Balance, beginning of period	\$ 62,514	\$ 56,877
Acquisition of restaurants, net	5,194	5,637
Balance, end of period	<u>\$ 67,708</u>	<u>\$ 62,514</u>

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Intangible assets, excluding goodwill, consisted of the following (in thousands):

	December 30, 2023	December 31, 2022	Weighted Average Amortization Period (in years)
<b>Intangible assets:</b>			
Trademarks	\$ 32,700	\$ 32,700	
Indefinite-lived assets	32,700	32,700	
Customer relationships	26,300	26,300	20.0
Franchise rights <sup>(1)</sup>	14,168	9,038	6.2
Less: accumulated amortization	(24,488)	(21,931)	
Definite-lived assets	15,980	13,407	16.7
Intangible assets, net	<u>\$ 48,680</u>	<u>\$ 46,107</u>	

<sup>(1)</sup> Included within Other non-current assets net of associated accumulated amortization within the Consolidated Balance Sheets.

Amortization expense for definite-lived intangibles was \$2.7 million in fiscal year 2023, \$2.2 million in fiscal year 2022, and \$2.3 million in fiscal year 2021. Estimated amortization expense for the five succeeding fiscal years and the aggregate thereafter is (in thousands):

Fiscal year 2024	\$ 2,898
Fiscal year 2025	2,711
Fiscal year 2026	2,504
Fiscal year 2027	2,366
Fiscal year 2028	2,177
Thereafter	3,324
Total	<u>\$ 15,980</u>

**(6) Prepaid Expenses and Other Current Assets and Other Current Liabilities**

Prepaid expenses and other current assets consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Prepaid expenses	\$ 3,567	\$ 2,735
Inventories	535	389
Other current assets	365	1,128
Total	<u>\$ 4,467</u>	<u>\$ 4,252</u>

Other current liabilities consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Accrued payroll and incentive compensation	\$ 14,331	\$ 8,733
Current portion of deferred revenues	4,846	4,476
Short term lease liability	2,380	2,283
Accrued interest	1,702	1,711
Gift card liability	1,926	1,565
Other accrued liabilities	14,847	10,985
Total	<u>\$ 40,032</u>	<u>\$ 29,753</u>

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**(7) Income Taxes**

Income tax expense for the fiscal years 2023, 2022, and 2021 consists of the following (in thousands):

	Fiscal Year		
	December 30, 2023	December 31, 2022	December 25, 2021
Current expense			
Federal	\$ 17,754	\$ 15,871	\$ 9,047
State	4,405	3,133	2,458
Foreign	610	328	263
Deferred expense (benefit)			
Federal	(304)	(2,635)	3,190
State	(10)	(221)	22
	<u>\$ 22,455</u>	<u>\$ 16,476</u>	<u>\$ 14,980</u>

A reconciliation of income tax at the United States federal statutory tax rate (using a statutory tax rate of 21%) to income tax expense for fiscal years 2023, 2022, and 2021 in dollars is as follows (in thousands):

	Fiscal Year		
	December 30, 2023	December 31, 2022	December 25, 2021
Expected income tax expense at statutory rate	\$ 19,777	\$ 14,556	\$ 12,370
Non-deductible expenses	203	705	488
State tax expense, net of federal benefit	3,050	2,116	2,032
Foreign tax expense	610	328	263
Foreign tax and other tax credits	(1,760)	(1,001)	(385)
Increase in unrecognized tax benefit	434	139	264
Other	141	(367)	(52)
Income tax expense	<u>\$ 22,455</u>	<u>\$ 16,476</u>	<u>\$ 14,980</u>

The components of deferred tax assets (liabilities) are as follows (in thousands):

	December 30, 2023	December 31, 2022
Deferred tax assets:		
Deferred revenue	\$ 6,067	\$ 6,352
Accrued bonus	1,596	891
Lease liabilities	4,720	3,863
Intangible assets	196	76
Other	1,547	2,956
	<u>14,126</u>	<u>14,138</u>
Deferred tax liabilities:		
Intangible assets	(10,397)	(10,397)
Right of use assets	(4,464)	(3,628)
Property and equipment	(4,498)	(5,659)
	<u>(19,359)</u>	<u>(19,684)</u>
Net deferred tax liability	<u>\$ (5,233)</u>	<u>\$ (5,546)</u>

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A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

Balance as of December 26, 2020	\$ 920
Additions for tax positions of prior years	—
Subtractions for tax positions of prior years	(35)
Additions for tax positions of current year	222
Subtractions for tax positions of current year	—
Balance as of December 25, 2021	\$ 1,107
Additions for tax positions of prior years	—
Subtractions for tax positions of prior years	(43)
Additions for tax positions of current year	157
Subtractions for tax positions of current year	—
Balance as of December 31, 2022	\$ 1,221
Additions for tax positions of prior years	—
Subtractions for tax positions of prior years	(44)
Additions for tax positions of current year	537
Subtractions for tax positions of current year	—
Balance as of December 30, 2023	\$ 1,714

As of December 30, 2023 and December 31, 2022, the accrued interest and penalties on the unrecognized tax benefits were \$0.7 million and \$0.5 million, respectively, excluding any related income tax benefits. The Company recorded accrued interest related to the unrecognized tax benefits and penalties as a component of the provision for income taxes recognized in the Consolidated Statements of Comprehensive Income.

**(8) Investments**

In the second quarter of 2021, a wholly-owned subsidiary of the Company acquired a 20% non-controlling interest in Wingstop's United Kingdom master franchisee, Lemon Pepper Holdings Ltd., ("LPH") for an aggregate amount of \$4.2 million. Substantially all of the investment consisted of bonds issued by a subsidiary of LPH, which are recorded on an amortized cost basis. In addition, the Company received 20% of the outstanding stock, which will be accounted for using the equity method of accounting, under which the Company's share of the income of the investee will be recorded in Other income (expense) on the Consolidated Statements of Comprehensive Income.

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**(9) Debt Obligations**

Long-term debt consisted of the following components (in thousands):

	December 30, 2023	December 31, 2022
2020-1 Class A-2 Senior Secured Notes	\$ 472,800	\$ 475,200
2022-1 Class A-2 Senior Secured Notes	248,125	249,375
Debt issuance costs, net of amortization	(8,598)	(10,429)
Less: current portion of debt	—	(7,300)
Long-term debt, net	<u>\$ 712,327</u>	<u>\$ 706,846</u>

As of December 30, 2023, the scheduled principal payments on debt were as follows (in thousands):

Fiscal year 2024	\$ —
Fiscal year 2025	—
Fiscal year 2026	—
Fiscal year 2027	472,800
Fiscal year 2028	—
Thereafter	248,125
Total	<u>\$ 720,925</u>

***Securitized Financing Facility***

On March 9, 2022, the Company completed a securitized financing transaction, in which Wingstop Funding LLC, a limited purpose, bankruptcy-remote, indirect wholly owned subsidiary of the Company (the “Issuer”), issued \$250 million of its Series 2022-1 3.734% Fixed Rate Senior Secured Notes, Class A-2 (the “2022 Class A-2 Notes”). The Issuer also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Notes, Class A-1 (the “2022 Variable Funding Notes,” and together with the 2022 Class A-2 Notes, the “2022 Notes”), which permits borrowings of up to a maximum principal amount of \$200 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. The proceeds from the securitized financing transaction were used to pay related transaction fees and expenses, strengthen the Company’s liquidity position and for general corporate purposes, which included a return of capital to the Company’s stockholders.

In addition to the 2022 Notes, the Company’s outstanding debt consists of its existing Series 2020-1 2.84% Fixed Rate Senior Secured Notes, Class A-2 (the “2020 Notes”), which have an anticipated repayment date of December 2027. The Company’s existing revolving financing facility of Series 2020-1 Class A-1 Notes was terminated in connection with the 2022 issuance. No borrowings were outstanding under the 2022 Variable Funding Notes as of December 30, 2023.

The 2022 Notes were issued in a securitization transaction, which is guaranteed by certain limited-purpose, bankruptcy-remote, wholly owned indirect subsidiaries of the Company and secured by a security interest in substantially all of their assets, including certain domestic and foreign revenue-generating assets, consisting principally of franchise-related agreements, intellectual property, and vendor rebate contracts.

The 2022 Notes were issued pursuant to a base indenture and related supplemental indentures (collectively, the “Indenture”). Interest and principal payments on the 2022 Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the 2022 Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity date of the 2022 Notes is in March of 2052, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the 2022 Class A-2 Notes is March 2029. If the Issuer has not repaid or refinanced the 2022 Class A-2 Notes prior to the anticipated repayment date, additional interest will accrue on the 2022 Notes.

The 2022 Variable Funding Notes accrue interest at a variable rate based on (i) the prime rate, (ii) the overnight federal funds rates, (iii) the secured overnight financing rate, or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus

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any applicable margin, as more fully set forth in the 2022 Variable Funding Note Purchase Agreement, dated March 9, 2022, and the indenture supplement. Commitment fees and other usage fees apply to the 2022 Variable Funding Notes facility depending on the type of borrowing requested. There is a 60-basis points draw fee on borrowings requested pursuant to the terms of the 2022 Variable Fund Notes. Additionally, during a commitment availability period, there is a 30-basis point commitment fee on the committed portion of the 2022 Variable Funding Notes.

The 2020 Notes and the 2022 Notes (together, the “Notes”) are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Issuer maintains specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, that the assets pledged as collateral for the Notes are in stated ways defective or ineffective, and (iv) covenants relating to recordkeeping, access to information, and similar matters. The Notes are also subject to customary rapid amortization events provided for in the indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain change of control and manager termination events, an event of default, and the failure to repay or refinance the Notes on the applicable scheduled maturity date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. As of December 30, 2023, the Company was in compliance with all financial covenants.

During the first quarter of 2022, as a result of the termination of the 2020 variable funding note facility, the Company recorded a loss on debt extinguishment of \$0.8 million related to the write-off of previously capitalized financing costs. Total debt issuance costs incurred and capitalized in connection with the issuance of the 2022 Notes were \$5.5 million.

As of December 30, 2023, the Company’s leverage ratio under the 2020 Class A-2 Notes and the 2022 Class A-2 Notes was less than 5.0x. Per the terms of the Company’s debt agreements, principal payments can be suspended at the borrower’s election until the repayment date as long as the Company maintains a leverage ratio of less than 5.0x. Accordingly, the Company elected to suspend payments following the principal payment made in the second quarter of 2023, and the entire outstanding balance of the 2020 Class A-2 Notes and the 2022 Class A-2 Notes has been classified as long-term debt due after fiscal year 2026. The 2020 Class A-2 Notes and the 2022 Class A-2 Notes are generally subject to 1% annual amortization.

**(10) Leases**

The Company determines whether an arrangement is a lease at inception. The Company has operating leases for retail space, as well as equipment. The Company’s leases have remaining terms of 0.1 years to 10.0 years, some of which include options to extend the lease term for up to ten years. Lease terms may include options to renew when it is reasonably certain that the Company will exercise that option. The Company’s lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As most of the Company’s leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available on the commencement date in determining the present value of lease payments. The Company has lease agreements that contain both lease and non-lease components. For real estate leases, the Company accounts for lease components together with non-lease components (e.g., common-area maintenance).

Components of lease expense were as follows (in thousands):

	<b>Year Ended</b>		
	<b>December 30, 2023</b>	<b>December 31, 2022</b>	<b>December 25, 2021</b>
Operating lease cost <sup>(a)</sup>	\$ 3,523	\$ 3,244	\$ 2,294
Variable lease cost <sup>(b)</sup>	733	448	529
<b>Total lease cost</b>	<b>\$ 4,256</b>	<b>\$ 3,692</b>	<b>\$ 2,823</b>

<sup>(a)</sup> Includes short-term leases, which are immaterial.

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(b) Primarily related to adjustments for inflation, common area maintenance, and property tax.

Supplemental cash flow information related to leases is as follows (in thousands):

	Year Ended		
	December 30, 2023	December 31, 2022	December 25, 2021
<b>Operating cash flow information:</b>			
Cash paid for amounts included in the measurement of lease liabilities	\$ 3,348	\$ 3,543	\$ 2,923
<b>Non-cash activity:</b>			
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 6,346	\$ 3,923	\$ 12,107

Supplemental balance sheet information related to our operating leases is as follows (in thousands):

	Balance Sheet Classification	Year Ended	
		December 30, 2023	December 31, 2022
Right-of-use assets	Other non-current assets	\$ 19,092	\$ 15,613
Current lease liabilities	Other current liabilities	2,380	2,283
Non-current lease liabilities	Other non-current liabilities	17,807	14,342

Weighted average lease term and discount rate information related to leases is as follows:

	Year Ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Weighted average remaining lease term of operating leases	7.1 years	7.5 years	7.4 years
Weighted average discount rate of operating leases	4.52 %	3.86 %	3.81 %

Maturities of lease liabilities by fiscal year are as follows (in thousands):

Fiscal year 2024	\$ 3,606
Fiscal year 2025	3,537
Fiscal year 2026	3,175
Fiscal year 2027	2,789
Fiscal year 2028	2,690
Thereafter	7,546
Total future minimum lease payments	23,344
Less: imputed interest	(3,157)
Total lease liabilities	<u>\$ 20,187</u>

Subsequent to the end of fiscal year 2023, the Company executed a lease for an office building with undiscounted fixed payments over the initial term of \$66.9 million. The lease is expected to commence in the next 12 months and is expected to have a lease term of 13.3 years. These undiscounted amounts are not included in the table above.



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**(11) Commitments and Contingencies**

The Company is subject to legal proceedings, claims, and liabilities, such as employment-related claims and other cases, which arise in the ordinary course of business and are generally covered by insurance. In the opinion of management, the amount of ultimate liability with respect to those actions should not have a material adverse impact on financial position, results of operations, or cash flows.

**(12) Employee Benefit Plan**

The Company sponsors a 401(k) profit sharing plan for all employees who are eligible based upon age and length of service. The Company made matching contributions of approximately \$1.1 million, \$0.9 million, and \$0.7 million for fiscal years 2023, 2022, and 2021, respectively.

**(13) Restaurant Transactions**

The Company acquired three restaurants from franchisees during each of the fiscal years ended December 30, 2023, December 31, 2022, and December 25, 2021. The total purchase prices are reflected in the table below and were all funded by cash flows from operations.

The following table summarizes the allocations of the purchase prices to the estimated fair values of assets acquired and liabilities assumed as a result of these acquisitions (in thousands):

	Fiscal Year		
	December 30, 2023	December 31, 2022	December 25, 2021
Working capital	\$ —	\$ 17	\$ 61
Property and equipment	217	155	148
Reacquired franchise rights	5,330	2,000	1,400
Goodwill	5,285	5,637	3,267
<b>Total purchase price</b>	<b>\$ 10,832</b>	<b>\$ 7,809</b>	<b>\$ 4,876</b>

The results of operations of these restaurants are included in the Consolidated Statements of Comprehensive Income since the date of acquisition. The acquisitions were accounted for as business combinations.

The excess of the purchase price over the aggregate fair value of assets acquired was allocated to goodwill and is attributable to the benefits expected as a result of the acquisition, including sales and growth opportunities. All of the goodwill from the acquisitions is expected to be deductible for federal income tax purposes.

Pro-forma financial information of the combined entities is not presented due to the immaterial impact of the financial results of the acquired restaurants on our consolidated financial statements.

The fair value measurement of tangible and intangible assets and liabilities as of the acquisition date is based on significant inputs not observed in the market and thus represents a Level 3 fair value measurement. Fair value measurements for reacquired franchise rights were determined using the income approach. Fair value measurements for property and equipment were determined using the cost approach.

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**(14) Revenue from Contracts with Customers**

The following table represents a disaggregation of revenue from contracts with customers for the fiscal years 2023, 2022, and 2021 (in thousands):

	Fiscal Year		
	December 30, 2023	December 31, 2022	December 25, 2021
Royalty revenue	\$ 186,455	\$ 142,900	\$ 119,396
Advertising fees	157,138	119,011	81,529
Franchise fees	5,064	4,357	4,020

Franchise fee, development fee, and international territory fee payments received by the Company are recorded as deferred revenue on the Consolidated Balance Sheet, which represents a contract liability. Deferred revenue is reduced as fees are recognized in revenue over the term of the franchise license for the respective restaurant. As the term of the franchise license is typically ten years, substantially all of the franchise fee revenue recognized in the current fiscal year was included in the deferred revenue balance as of December 31, 2022. Approximately \$9.3 million and \$7.7 million of deferred revenue as of December 30, 2023 and December 31, 2022, respectively, relates to restaurants that have not yet opened, so the fees are not yet being amortized. The weighted average remaining amortization period for deferred franchise and renewal fees related to open restaurants is 7.1 years. The Company does not have any material contract assets as of December 30, 2023.

**(15) Related Party Transactions**

The distributions to the Parent are unsecured, do not bear interest and have no stated maturity. For financial statement purposes, these distributions have been treated as a reduction to stockholder's equity (deficit).

The Parent charges certain administrative costs to the Company. The total amounts charged for fiscal years 2023, 2022, and 2021 were \$15.6 million, \$4.2 million, and \$9.6 million, respectively. The Company recorded these administrative costs within selling, general and administrative in the Consolidated Statements of Comprehensive Income.

**(16) Subsequent Events**

The Company has evaluated subsequent events from the balance sheet date through March 27, 2023, the date at which the financial statements were available to be issued, and determined there are no other items to disclose.

**EXHIBIT B**

**DEVELOPMENT AGREEMENT**

Exhibit B-1

**WINGSTOP FRANCHISING LLC**

**DEVELOPMENT AGREEMENT  
FOR A  
WINGSTOP RESTAURANT**

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**EXHIBITS:**

- A. Description of Development Area
- B. Development Schedule
- C. Business Entity Information
- D. Investor Confidentiality Agreement
- E. Lease Rider
- F. Receipt

## GLOSSARY OF TERMS

The following terms are used in the following Development Agreement (“Agreement”) with the meanings assigned in this Glossary.

**AAA** means the American Arbitration Association.

**Affiliate** means a Person that controls, is controlled by, or is under common control with another Person by virtue of equity ownership, contract, or other means.

**Arbitration Act** means the United States Arbitration Act, currently codified at 9 U.S.C. §§ 1 *et seq.*

**Business Entity** means a corporation, general or limited partnership, or limited liability company.

**Catering** means the Restaurant’s preparation of the standard menu items and delivery of those items, either in prepackaged portions or in bulk, to commercial accounts. Catering may or may not include on-site set up, food service and/or clean up.

**Charter Documents** means a corporation’s articles of incorporation, by-laws and shareholders agreement (if any); a partnership’s partnership agreement and, in the case of a limited partnership, its articles of limited partnership; a limited liability company’s articles of association and regulations or operating agreement; and comparable governing documents of any other type of business entity.

**Company** means Wingstop Franchising LLC.

**Company Site Approval Date** means the date by which the site must be submitted by Developer to Company for approval.

**Confidential Information** means any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of the Company, marketing plans, marketing information, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of the Wingstop System, Restaurant layout, plans, and schematics, and such other information about Company and its business as may reasonably be construed to be confidential or proprietary to Company.

**Controlling Ownership Interest** in Developer or one of its owners (if the owner is a Business Entity) means the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in Developer or one of its owners (if the owner is a Business Entity), the determination of whether a Controlling Ownership Interest is involved must be made as of both immediately before and immediately after the proposed transfer to see if a Controlling Ownership Interest will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer). In making the determination, Company also may consider all previous transfers of ownership interests to assess whether, in the aggregate, there has been or would be the transfer of a Controlling Ownership Interest.

**Controlling Principal(s)** means, if Developer is a Business Entity, any Person with a five percent (5%) or greater equity interest in Developer. (If that Person also is a Business Entity, a Controlling Principal also will mean and include the individuals who control the operations of the Person, whether because of their ownership interests or actual management control.) Each Controlling Principal will be individually

bound by certain obligations in this Agreement concerning confidentiality and noncompetition. No Controlling Principal may, within the time periods specified in this Agreement, hold an ownership interest in or perform services in any capacity for any other quick service food business in which chicken pieces, chicken strips, or chicken wings are featured as a primary menu item. "Primary" means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings.

**Delivery Service** means the delivery of food and beverages in prepackaged portions to residential customers. Delivery service does not include on-site set up, food service, or clean up.

**Developer** means that Person listed on the first page of this Agreement, including the plural as well as the singular, masculine and feminine.

**Development Agreement** means this Agreement.

**Development Area** means that particular area, as specifically described in Exhibit A to this Agreement, in which Developer will have development rights. The Development Area will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Development Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Development Area, Developer may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's and its Affiliates' activities in or at those Non-Traditional Venues, including, but not limited to, their right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues.

**DMA** means Designated Market Area, an advertising term that Neilson Rating Service uses to demarcate the primary coverage of broadcast and print media in given markets. The boundaries of a particular DMA will be determined by reference to television coverage.

**Effective Date** means the date Company signs this Agreement, as indicated in its signature block.

**Event of Default** means failure to meet those contractual obligations as stated in, but not limited to, Section 11 of this Agreement and the consequences and cures of same.

**Franchise Agreement** means that Franchise Agreement between Company and Developer under which Developer purchases the franchised rights to operate a Wingstop Restaurant.

**Franchise Disclosure Document** means the most recently-issued disclosure document of Wingstop Franchising LLC.

**Intranet** is the restricted global computer-based communications network for the Wingstop System.

**Investor Confidentiality Agreement** means the document substantially similar to that appearing in Exhibit D to this Agreement.

**Lease Execution Date** means the date on which the lease is executed by Developer and the landlord, which also triggers the execution of the Franchise Agreement by Developer and Company.

**Lease Rider** means the document substantially similar to that appearing in Exhibit E to this Agreement.

**Mall** means an assembly of retail establishments housed in a structure that encloses more than 250,000 square feet of floor space (including common areas) under a single roof.

**Marks** refers to and includes (i) the Wingstop service mark and logo, (ii) the Wingstop trade name, (iii) the elements and components of a Restaurant's Trade Dress, and (iv) any and all additional or different trade names, trademarks, service marks, logos and slogans that Company adopts to identify the Wingstop franchise system and the products and services Restaurants offer.

**Non-Traditional Venue** means a hospital or medical center, airport, ghost kitchen, public or private school, university or college campus, airport terminal, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, military base, state or national park, hotel, lodge, country club, social club, resort, casino, or theater.

**Operations Manual** means and collectively includes all manuals, policy statements, directives, bulletins and memoranda, as revised from time to time, that contain prescribed or recommended specifications, standards, procedures, policies and advice relating to a Restaurant's operation and management and to marketing the products Restaurants serve. The Operations Manual discloses the principal elements of the proprietary Wingstop System, and its contents are and will remain Company's exclusive property.

**Option Expiration Date** means the date by which Developer must complete the development schedule, as noted on Exhibit B to this Agreement (unless otherwise extended).

**Person** means an individual or a Business Entity.

**Preferred Broker** means a licensed real estate broker specified for the Wingstop franchise system.

**Principal** means any Person with an ownership interest in Developer, if Developer is a Business Entity. A Principal includes a Controlling Principal. A Principal with access to Trade Secrets and other Confidential Information must agree to be bound by certain covenants concerning confidentiality, even if that Principal is not a Controlling Principal.

**Restaurant** means a retail establishment at a fixed (permanent) location outside a Mall or Non-Traditional Venue that operates continuously on a year-round basis under the Wingstop trade name and System. However, the term does not include any type of Special Outlet.

**Scheduled Opening Date** means the date the Restaurant is open for business.

**Special Outlet** means a kiosk, a satellite unit, an express unit, a mini-store, a temporary or seasonal booth, or similar installation, no matter how denominated, operated under the Wingstop trade name. The term also includes a mobile dispensing unit, such as a cart or customized RV, operated under the Wingstop trade name but does not include an automobile or van used predominately for Catering or, if expressly permitted, Delivery Service.

**System** means the compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures developed or adopted by Company and its Affiliates to govern the operation of Restaurants, the marketing of their products and services, and the methods of communication between and among Company and Restaurant operators, all or some of which may be deleted, changed, improved or further developed by Company from time to time.

**Trade Area** means that certain area of development relating to the location of a Restaurant.



**Trade Dress** means decorative, non-functional components of a Restaurant that provide the establishment a distinctive, memorable appearance.

**Trade Secrets** means the components of the System, the contents of the Operations Manual and of all training materials and computer programs developed by or for Company or in accordance with its specifications, and any other confidential information imparted to Franchisee with respect to a Restaurant's operation or management, whether through the Operations Manual or otherwise.



## WINGSTOP FRANCHISING LLC DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“Company”), and [DEVELOPER] (“Developer”) (“Agreement”). Certain terms are used in this Agreement with the meanings assigned in the Glossary of Terms appearing at the beginning of this Agreement. That Glossary is incorporated into, and made an integral part of, this Agreement by reference.

### 1. RECITALS.

Company sells franchises to operate Wingstop restaurants (“Restaurants”). Developer is a prospective franchisee whose application to become a Wingstop franchisee has been approved by Company.

### 2. GRANT OF FRANCHISE PURCHASE OPTION.

In consideration of the Development Fee(s) Developer pays in accordance with Section 8, Company grants to Developer an option to purchase a franchise for the operation of one or more Restaurants in the Development Area described in Exhibit A. The option’s term is the period between the Effective Date and the Option Expiration Date, both of which are indicated on the signature page of this Agreement.

If Developer is a Business Entity, Developer must provide copies of its Charter Documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock, and any other documents as may be reasonably required by Company to be furnished to Company prior to the execution of this Agreement. Developer further represents, warrants and covenants that it is duly organized and validly existing under the law of the state of its formation and is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification.

To exercise the option, Developer must comply with all the requirements of Section 3(b). If Developer does not fulfill those requirements before the Option Expiration Date, Developer may request one 45-day extension (subject to Section 4 of this Agreement). However, if the Option Expiration Date has not been extended, the original option will unconditionally expire and this Agreement will automatically terminate on the Option Expiration Date.

Developer represents, warrants and agrees that Exhibit C is complete, current and accurate. Each Person who is or becomes a Principal and has access to Trade Secrets or other Confidential Information must agree to be bound by certain confidentiality covenants. In addition, Developer agrees to comply with all terms of use concerning the Wingstop Intranet.

If, at any time during this Agreement, a permitted change is made in Developer's Controlling Principals, Developer must notify Company in writing within five days after such change becomes effective and submit to Company a revised Exhibit C.

Developer will notify Company within five days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency, or other governmental instrumentality which names Developer and/or any Controlling Principal as a party or otherwise concerns the operation of a Restaurant or Developer's financial condition.

### **3. RESTAURANT DEVELOPMENT PROCEDURE.**

(a) Promptly after the Effective Date, Developer will be furnished with general guidelines that Developer should look for and consider in identifying potential sites for the Restaurant, which include information about the interior lay-out, utility requirements and signs for a typical Restaurant.

(b) Not later than the Option Expiration Date, Developer must complete the following steps in the sequence shown:

(i) Developer must use a licensed real estate broker for site search and review, letter of intent negotiation, lease negotiation, market research, and all other work related to its selecting and securing a site for its Restaurant. In many markets, Company has Preferred Brokers. If Company has a Preferred Broker in Developer's market, Developer must use that Preferred Broker. If Company does not have a Preferred Broker in Developer's market, Company reserves the right to approve the real estate broker Developer selects;

(ii) Developer will be solely responsible for ensuring that any available sites submitted for Company's approval are located only within the Development Area. Company will not approve a site proposed by Developer that is located outside the Development Area, as Developer has no rights outside the Development Area;

(iii) Developer will locate one or more available sites that appear suitable for a Restaurant and submit by the Company Site Approval Date for Company's evaluation a written site approval request and a landlord's summary of the lease terms available for each site. Developer must also give each landlord a copy of the Lease Rider attached to this Agreement as Exhibit E. After Developer provides the required documentation, which must include the site plan, photos, letter of intent summary, and other information Company deems necessary, the information on each site and basic lease terms will be evaluated and critiqued in consultation with Developer. Company or its designee may visit and inspect the sites that Developer proposes;

(iv) If and when Company is satisfied that one or more of the sites are reasonably acceptable, Developer will be given written authorization to proceed with lease negotiations. Written authorization to negotiate a lease will, at Company's sole discretion, not be unreasonably withheld. Company reserves the absolute right to reject any site or lease proposal Developer submits and to require that Developer obtain information on additional sites. Under no circumstances may Developer pursue a site located inside the protected Trade Area of another Restaurant that is either operating or under development. Company's acceptance of a proposed site will not constitute a warranty or representation as to the site's suitability or success of the Restaurant. It simply means that Company is willing to grant a franchise at that location. Developer is solely responsible for the final decision to accept the approved site based on Developer's independent investigations;

(v) After receiving written authorization to negotiate, Developer must negotiate a Restaurant lease to Developer's satisfaction and submit an unsigned copy of the lease to Company for its verification that the terms of usage, hours of operation and other relevant information meet Company's standards and that the Lease Rider and the Restaurant's street address are included. Developer acknowledges that Company will have no responsibility for evaluating or advising Developer with respect to any business or legal aspects of the lease, but that Company may withhold authorization for Developer to sign a lease that omits a Lease Rider in substantially the form attached as Exhibit E to this Agreement, or that contains provisions Company considers excessively onerous or restrictive, even if that means that Developer once again must look for suitable sites;

(vi) Upon acceptance of a site, Developer must contact the service providers appearing on the Wingstop System's approved listing of site surveyors, permit expeditors, and architectural and engineering consultants, as licensed in the applicable state in which the Restaurant will be located, to begin the construction documents. Company may, in its sole judgment, waive the requirement that Developer use the Wingstop System's approved site surveyors, permit expeditors, and architectural and engineering consultants for experienced restaurant developers who submit a written request together with any additional documents and information Company requests. If Company allows Developer to use a previously non-approved site surveyor, permit expeditor, or architectural and engineering consultant, that consultant must meet certain criteria outlined in the Wingstop System's Real Estate and Construction Guidelines. To ensure use of the prototypical equipment design and content for the proposed Restaurant, Company or its designee will assist the consultant in preparing the Restaurant's preliminary (*i.e.*, schematic) equipment layout consistent with the prototypical provisions of the applicable state's architectural and engineering board of professional examiners. Developer's consultant must be approved by Company before Company or its designee will provide assistance. If Developer does not receive Company's prior approval to use its own consultant, Developer's construction process may be delayed;

(vii) Within 15 days after Developer selects an architect (if Company grants Developer's request to use a previously non-approved architectural and engineering service), Developer must submit for approval a complete set of construction documents for the Restaurant, including mechanical, electrical, and plumbing specifications. Developer's consultant must develop the documents in accordance with the standards and information Company or its designee provides. The documents will be subject to Company's or its designee's review and approval. Developer agrees to defer signing contracts for the Restaurant's construction, equipment, fixtures, or signage until Developer has received Company's or its designee's written approval of Developer's final construction documents and Developer has executed a Franchise Agreement for the Restaurant;

(viii) If Company allows Developer to use a site surveyor consultant whom Company has not pre-approved, Developer must furnish Company or its designee the name of an experienced site surveyor consultant who has experience with restaurants. The consultant must furnish Company or its designee with at least five client references. Company or its designee will advise Developer of any reservations it has about the consultant's reputation or ability within 10 calendar days after it receives this information. If Developer's proposed site surveyor consultant is not approved, Developer must use one of Company's approved site surveyor consultants;

(ix) If Company allows Developer to use a permit expeditor consultant whom Company has not pre-approved, Developer must furnish Company or its designee the name of an experienced permit expeditor consultant who has experience with restaurants. The consultant must furnish Company or its designee with at least five client references. Company or its designee will advise Developer of any reservations it has about the consultant's reputation or ability within 10 calendar days

after receiving this information. If Company does not approve Developer's proposed permit expeditor consultant, Franchisee must use one of the Wingstop System's approved permit expeditor consultants;

(x) When Company is satisfied with the Restaurant's lease, Company will give Developer written authorization to sign it. Once Company receives a copy of the fully executed lease with all exhibits, attachments and addenda, Company will furnish Developer a ready-for-signature copy of the Franchise Agreement for the Restaurant. The Franchise Agreement will be substantially the same as the Franchise Agreement attached as Exhibit B to the Franchise Disclosure Document that Developer received prior to the execution of this Agreement, with all blanks filled in and the boundaries of the Restaurant's protected Trade Area identified; and

(xi) Developer must sign the Franchise Agreement immediately after the necessary federally mandated waiting period has passed and return the executed Franchise Agreement, along with the appropriate fees, to Company.

#### **4. OPTION EXTENSION.**

If Developer is unable to satisfy all the requirements of Section 3(b) before the Option Expiration Date, Developer may apply for one (but only one) 45-day extension of the Option Expiration Date. To apply for an extension, Developer must request it in writing not later than 15 days before the Option Expiration Date. Company will grant the extension if, in its reasonable judgment, Developer has made a good faith effort to comply with the requirements of Section 3(b) but has experienced delays beyond Developer's reasonable control. If this Agreement expires, Developer must reapply as if it was a first time prospective franchisee of Company.

#### **5. AREA DEVELOPMENT RIGHTS.**

This Section 5 (as well as Sections 6 and 7) applies if Exhibit B indicates that Company has granted Developer the right to develop more than one Restaurant.

(a) In consideration of the Development Fee Developer pays in accordance with Section 8(b), Company grants to Developer the right (and Developer undertakes the obligation) to develop the number of Restaurants indicated in Exhibit B in the Development Area.

(b) In order to retain the right to develop Restaurants, Developer must:

(i) comply with the requirements of Sections 2 and 3(b);

(ii) develop and open Restaurants in compliance with Section 6 of this Agreement and the development schedule indicated in the "Company Site Approval Date," "Lease Execution Date" and "Scheduled Opening Date" columns of Exhibit B; and

(iii) as of each Restaurant's Scheduled Opening Date, be operating in the Development Area the cumulative total number of Restaurants indicated in the "Required # of Operating Restaurants" column of Exhibit B.

(c) Subject to earlier termination in accordance with Section 11 and to renewal under Section 10, Developer's development rights will continue from the Effective Date of this Agreement until the execution date of the Franchise Agreement for the last Restaurant to be developed pursuant to this Agreement.

(d) If Developer defaults under this Agreement in the manner described in Section 11, Company may exercise the rights granted in Section 11.

After this Agreement expires or terminates, Developer's right to develop Restaurants in the Development Area ends. Company then may grant to others development rights and Restaurant franchises in Developer's former Development Area, and Company and its Affiliates may open their own Restaurants there. This consequence follows even if Developer has completed its development obligations on time and in strict compliance with this Agreement. However, expiration or termination of Developer's development rights does not affect the status of the franchise for any Restaurant Developer is operating when this Agreement expires or terminates.

## **6. ADDITIONAL RESTAURANT DEVELOPMENT PROCEDURE.**

Not later than the Scheduled Opening Date for a particular Restaurant, Developer must complete the following steps, in the sequence shown, for a Restaurant's development:

(a) Not later than 30 days before a particular Restaurant's Lease Execution Date, Developer must notify Company that Developer is prepared to commence the Restaurant's development. If Company's then-current form of Franchise Disclosure Document bears a more recent date than the most recent Franchise Disclosure Document that Developer received, Company will furnish the current Franchise Disclosure Document to Developer, and Developer will execute the then-current form of Franchise Agreement. Developer must also pay in full to Company all outstanding amounts then owed to Company.

(b) Developer must comply with all of the requirements of Sections 2 and 3(b) for each additional Restaurant.

## **7. RESTAURANT DEVELOPMENT EXTENSIONS; FORCE MAJEURE.**

(a) If Developer is unable to secure a lease for the second or any later Restaurant by its scheduled Lease Execution Date, Developer may apply for one 45-day extension of both the Lease Execution Date and the corresponding Scheduled Opening Date. To obtain an extension, Developer must request it in writing not later than 15 days before the relevant Lease Execution Date. Company will grant the extension if, in its reasonable judgment, Developer has made a good faith effort to comply with the requirements of Section 3(b) but has experienced delays beyond Developer's reasonable control.

(b) An extension obtained under Section 7(a) will apply only to the Restaurant for which Developer obtained it; an extension will not delay either the Lease Execution Date or the Scheduled Opening Date of any subsequent Restaurant.

(c) If the execution of a Restaurant's lease or the Restaurant's opening is delayed beyond its Lease Execution Date or Scheduled Opening Date, as applicable, on account of a natural disaster, fire or other casualty, labor dispute, materials shortage, or similar event over which Developer lacks control (although such "force majeure" events do not under any circumstances include Developer's financing delays or difficulties), the Restaurant's Lease Execution Date or Scheduled Opening Date, as applicable, will be extended for the time reasonably necessary to remedy the event's effects. The extension provided in this Section 7(c) will be available only if Developer gives Company prompt written notice of the event's occurrence and an estimate of the time required to remedy its effects.

(d) An extension under Section 7(c) will apply only to the Lease Execution Date or Scheduled Opening Date of the Restaurant whose development is interrupted; an extension will not delay the Lease Execution Date or Scheduled Opening Date of any subsequent Restaurant.

## **8. FEES.**

(a) **Development Fee.** When Developer signs this Agreement, Developer must pay Company a fee of \$10,000 for the option granted in Section 2. The Development Fee is fully earned by Company in consideration of the option's grant and is not refundable.

(b) **Development Fees.** If Section 5 applies, when Developer signs this Agreement, Developer must pay Company a Development Fee of \$[FEE] (\$10,000 per Restaurant) for the development rights granted in Section 5. The Development Fee is fully earned by Company in consideration of the development rights granted in this Agreement and is not refundable.

(c) **Franchise Fees.** The Franchise Agreement stipulates the franchise fee payable for a Wingstop franchise.

## **9. COMPETITIVE PROTECTION; TERRITORIAL SCOPE OF DEVELOPMENT RIGHTS.**

(a) Except to the extent indicated in Sections 9(b) and 9(c), Developer's right to develop Restaurants in the Development Area will initially be protected. So long as Developer retains protected development rights, Company and its Affiliates will not open or grant a franchise for a Restaurant, or enter into another franchise option or development agreement relating to a Restaurant to be located, in the Development Area. This Agreement applies nowhere outside the Development Area, either in terms of Developer's development rights or the competitive protections this Section 9 provides.

(b) Developer may lose the protected development rights in accordance with Section 11. Moreover, if Developer transfers the franchise (with the Company's written approval of such transfer) for any operating Restaurant, Developer's rights will no longer be protected in relation to the transferee. Company (upon Company's approval of the new franchisee) may enter into a development agreement with the Restaurant's new franchisee for the development of Restaurants within the Development Area and also may permit the new franchisee to relocate the Restaurant and to open Special Outlets inside the Development Area in accordance with the provisions of Company's then-current Franchise Agreement.

(c) Company may grant a franchise or license for a Special Outlet in a Mall located inside the Development Area if the Mall's owner or manager sets financial, experience or organizational standards for an acceptable operator that Developer does not satisfy at the time the opportunity becomes available. Except as permitted in Section 9(b) and in the preceding sentence, Company will not grant franchises or licenses to operate Special Outlets in the Development Area to anyone except Developer for so long as this Agreement remains in effect. However, this Agreement does not apply to the development of Special Outlets and does not itself authorize or permit Developer to develop Special Outlets.

(d) The protected rights provided to Developer in Section 9(a) will not to any extent prohibit or restrict Company or its Affiliates from engaging in the distribution of proprietary or branded products and other merchandise to or through commercial establishments that are not affiliated with Company or associated with the Wingstop service mark or franchise system, including (for example) department stores, supermarkets and convenience stores. Company and its Affiliates may exercise their distribution

rights, both inside and outside the Development Area, without being deemed to have infringed Developer's competitive protection rights.

(e) The protected rights provided to Developer in Section 9(a) will not to any extent prohibit or restrict Company and its Affiliates from engaging in any and all of the activities, whether or not competitive, in which they are permitted to engage under Company's Franchise Agreement.

## **10. RENEWAL.**

(a) If Section 5 applies, Developer will have a conditional right to secure a renewal of the right to develop Restaurants in the Development Area.

(b) Renewal will be permitted only if all of the following conditions are satisfied:

(i) Developer opens the full number of Restaurants indicated in Exhibit B in compliance with Sections 3 and 6 and the Development Schedule indicated in Exhibit B (taking into account any deadline extensions that Developer obtains in compliance with Sections 4 and 7);

(ii) Developer does not cause or permit a default to occur under Section 11, whether or not Company exercises its right to terminate Developer's exclusive rights under this Agreement on account of the default;

(iii) All of Developer's Restaurants are being operated in substantial compliance with the Wingstop System's quality control and other operational standards, and Developer is not delinquent in paying royalty or other monetary obligations to Company or in submitting required financial reports to Company; and

(iv) Based on its review of the financial and additional information that Developer submits in accordance with Section 10(c)(i), Company is satisfied that Developer is financially capable of completing the development of the additional Restaurants that Developer proposes to develop.

(c) To secure a renewal of the development rights, Developer must comply with the following procedures:

(i) No later than 60 days before the Lease Execution Date of the last Restaurant listed in Exhibit B, Developer must notify Company of Developer's desire to continue developing Restaurants in the Development Area and submit to Company a new application, current financial information for Developer and its Controlling Principals, copies of any outstanding lawsuits, proof of payment of all taxes, copies of the latest tax returns, and Developer's latest quarterly unaudited financial statements. Developer's notice must specify the number of additional Restaurants Developer proposes to develop and indicate any changes Developer seeks in the Development Area's boundaries.

(ii) Company will evaluate the application Developer submits as well as Developer's financial information and development proposal no later than 30 days before the renewal date. If Company determines that Developer qualifies to develop additional Restaurants, it will furnish Developer a new Development Agreement on the form Company is then using. The exhibits to that agreement will reflect the Development Area boundaries, number of Restaurants and development schedule that Company is willing to accept, which may differ from Developer's proposal.



(iii) No earlier than 15 calendar days, but no later than 20 calendar days, after Company furnishes the new Development Agreement to Developer, Developer must sign and return it to Company, together with the development fee specified in that agreement and a general release, in form and substance satisfactory to Company, of any and all claims by Developer and its Affiliates against Company and its Affiliates, and all of Company's and its Affiliates' respective owners, officers, directors, and agents, arising out of or relating to this Agreement and all aspects of the parties' business relationships (this requirement also applies to each Controlling Principal).

## **11. DEFAULT AND TERMINATION.**

Developer will be in default if Developer:

(a) Fails to submit a site to Company for approval for any Restaurant in compliance with Sections 3 and 6 on or before the Company Site Approval Date;

(b) fails to sign an approved lease for any Restaurant in compliance with Sections 3 and 6 on or before its Lease Execution Date (taking into account any extension of that date that Developer obtains under Section 7(a) or 7(c));

(c) signs a lease without express written authorization from Company or otherwise proceeds with a Restaurant's development before signing a Franchise Agreement or paying the franchise fee for the Restaurant;

(d) fails to open any Restaurant in compliance with Sections 3 and 6 on or before its Scheduled Opening Date (taking into account any extension of that date that Developer obtains under Sections 4 and 7(a) or 7(c));

(e) without Company's express prior written permission, fails to have open and operating in the Development Area the cumulative total number of Restaurants indicated in the "Required # of Operating Restaurants" column of Exhibit B as of the Scheduled Opening Date of any Restaurant (taking into account any extension of a particular Restaurant's Scheduled Opening Date that Developer obtains under Sections 4 and 7(a) or 7(c));

(f) allows an Event of Default to occur under any Franchise Agreement (i) that is not cured by the end of the related remedial period provided in the Franchise Agreement or (ii) that is not curable under the Franchise Agreement;

(g) attempts to assign, transfer, or sell, without Company's approval, any development or franchise purchase rights under this Agreement, or allows a transfer of its ownership interests to be made, in contravention of Section 12;

(h) offers or issues any securities of Developer or one of its owners (if the owner is a Business Entity) after the Effective Date that would constitute a Controlling Ownership Interest in Developer or in a Business Entity with a Controlling Ownership Interest in Developer; becomes insolvent by reason of its inability to pay its debts as they mature; files a petition in bankruptcy or reorganization or a similar proceeding; if suit is filed to foreclose any lien or mortgage against Developer's assets; or requests any appointment of a receiver or makes a general assignment for the benefit of creditors;

(i) makes any unauthorized use or disclosure of Company's Confidential Information or the Marks or materially impairs the goodwill associated therewith;

(j) enters negotiations to lease or obtains an option to lease a site for a Restaurant located outside the Development Area, except pursuant to another effective development agreement between Company and Developer;

(k) makes any material misstatement or omission in its application or in any other written information provided to Company;

(l) or any of its Controlling Principals is or has been convicted by a trial court or other administrative body of, or pleads or has pleaded guilty or no contest to, a felony;

(m) or any of its Controlling Principals engages in any dishonest, unethical, immoral, or similar conduct as a result of which Developer's (or the Controlling Principal's) association with the Wingstop franchise system (or the Controlling Principal's association with Developer) could, in Company's reasonable opinion, have a material adverse effect on the goodwill associated with the Marks; or

(n) fails to use a licensed real estate broker or, if applicable, a Wingstop System Preferred Broker.

If an Event of Default occurs, Company may, at its option and sole discretion, (i) eliminate all protected aspects of Developer's right to develop Restaurants in the Development Area (in which case Company may engage and allow other franchisees or licensees to engage in such activities), (ii) decrease the number of Restaurants to be developed according to the development schedule, (iii) reduce the size of the Development Area, and/or (iv) terminate all of Developer's rights under this Development Agreement, in all cases by giving Developer written notice of Company's election, which may or may not offer an opportunity to cure. Company may choose the option or options it prefers. Termination of this Agreement will not affect the status of any Franchise Agreement then in effect between Company and Developer.

If Company elects to undertake development in the Development Area or allow others to undertake development in the Development Area, Company may, in its sole discretion and without reinstating any of Developer's rights or waiving any of Developer's remedies, (i) permit Developer to complete development of Restaurants in the Development Area that Company has previously approved, provided an executed lease for each such site is executed within 60 days of Company's approval, (ii) enter into an amendment to the Development Agreement with Developer that provides Developer a right of first refusal to purchase Restaurants that Company develops in the Development Area, or (iii) offer Developer the opportunity to acquire a site or Restaurant that Company develops within the Development Area at any time before or upon completion of the Restaurant's construction.

## **12. ASSIGNMENT.**

(a) Except as permitted in Sections 12(b), 12(c), and 12(e), Developer may not assign or otherwise transfer any of the option, development, or franchise purchase rights or any of the obligations under this Agreement, either contractually or by operation of law, and there may be no transfer of, or offers or issuances of securities representing, a Controlling Ownership Interest in Developer or a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in Developer. Developer expressly acknowledges and agrees that Company does not permit its franchisee/developers to subfranchise Wingstop restaurants or to partition or sell undeveloped territory.

(b) If Developer is a Business Entity, Company hereby consents to offers, issuances, assignments, and transfers of ownership interests in Developer or in a Business Entity with a Controlling

Ownership Interest in Developer that are not Controlling Ownership Interests in Developer or the Business Entity owner. There may be no transfer or assignment of, or offers or issuances of securities representing, a Controlling Ownership Interest in Developer or in a Business Entity with a Controlling Ownership Interest in Developer without Company's prior written consent, which Company may grant or withhold as it deems best.

(c) The rights of an individual Developer, or the ownership interests in a Developer that is a Business Entity, may be devised by will or distributed to the individual Developer's or Principal's heirs pursuant to the laws of descent and distribution if such heirs satisfy Company's then-current standards for developers and receive Company's prior written approval.

(d) No offers, issuances, assignments, or transfers of securities, or other proposed or effected transfers or assignments, in contravention of this Section 12 will be binding on Company, and Company will not be obligated to issue any Franchise Agreement under Section 3 or Section 6 in the name of any person or business entity other than Developer or a person to whom an individual Developer's rights are devised or distributed in accordance with Section 12(c).

(e) If Developer's owners desire to establish a new legal entity to operate one or more of the Restaurants to be developed pursuant to this Agreement (if Sections 5, 6, and 7 of this Agreement apply) and that new legal entity's ownership is completely identical to Developer's ownership, Company will automatically approve that legal entity to operate the Restaurant(s) on the condition that Developer gives Company the information Company requests regarding such entity. However, if the proposed new legal entity's ownership is not completely identical to Developer's ownership, Developer first must seek Company's approval for that new entity to operate the proposed Restaurant(s) as an approved Affiliate. Company may refuse any such request if (i) Developer and/or its owners do not own and control at least seventy-five percent (75%) of the new entity's ownership interests and retain management control of the Restaurant(s) proposed to be owned by the new entity or (ii) the remaining owners do not satisfy Company's then-current standards for Wingstop Restaurant franchisees. Developer must give Company the information Company requests regarding the proposed entity and its other owners. In all cases, Developer must continue to ensure that all of this Agreement's terms are fully satisfied and is fully responsible for any and all defaults under this Agreement, whether committed by Developer or any other legal entity approved by Company to develop the Restaurants scheduled under this Agreement.

(f) Company has the right to transfer or assign this Agreement and all or any part of its rights, interests or obligations herein, or allow a transfer, assignment, or sale of any (or all) ownership interest in Company, to any Person without Developer's consent. Specifically, and without limitation of the foregoing, Developer agrees that Company may sell its assets (including this Agreement), the Marks, or the System or Trade Secrets to a third party; may offer its securities privately or publicly; may merge, acquire other business entities or be acquired by another business entity; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and with regard to any or all of the above sales, assignments and dispositions, Developer expressly and specifically waives any claims, demands, or damages against Company arising from or related to the transfer of this Agreement, the Marks (or any variation thereof), or the System or Trade Secrets from Company to any other party. Nothing contained in this Agreement requires Company to offer any services or products, whether or not bearing the Marks, to Developer if Company assigns its rights in this Agreement.

### **13. NOTICES.**

All notices required or permitted under this Agreement must be in writing and will be deemed delivered when deposited either with the United States Postal Service, first class postage prepaid, certified

mail, return receipt requested, or with an overnight delivery service for next business day delivery with proof of delivery, and addressed as follows:

If to Company, to: Wingstop Franchising LLC  
15505 Wright Brothers Drive  
Addison, Texas 75001  
Attention: President

If to Developer, to: [NAME]  
[ADDRESS]  
[C/S/Z]

Either party may change its address for notices by written notice to the other given in accordance with this Section 13.

#### **14. STATUS OF PARTIES; REPRESENTATIONS AND WARRANTIES.**

This Agreement is not intended to create, and will not be interpreted or construed as creating, a franchise, partnership, joint venture, agency, employment, personal services or similar relationship between Company (or its Affiliates) and Developer. No representation to the contrary is binding upon Company. In addition, Developer's employees are under Developer's control. Company and its Affiliates are not the employer or joint employer of Developer's employees. Company and its Affiliates will not exercise direct or indirect control over the working conditions of Developer's personnel. Company and its Affiliates do not share or codetermine the terms and conditions of employment of Developer's employees or affect matters relating to the employment relationship between Developer and its employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Developer has sole responsibility and authority for these terms and conditions of employment. Developer must communicate clearly with its employees in all dealings, including its employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials, that Developer (and only Developer) is their employer and that Company, as the franchisor of Wingstop Restaurants, and its Affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only developers are responsible.

(a) Developer covenants and agrees that, during the term of this Agreement and for two years after its expiration or termination, Developer may not have any ownership interest in or perform services in any capacity for any quick service food business that serves chicken pieces, chicken strips, or chicken wings as a primary menu item, except as a franchisee of Company. "Primary" means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings.

(b) During the term of this Agreement, Developer's covenant not to compete will apply universally; for the two-year period after this Agreement expires or is terminated, Developer's covenant will apply in the Development Area and in each DMA in which a Wingstop Restaurant is then operating or under development. For purposes of calculating the duration of the two-year period, any time during which Developer is in violation or breach of the covenant will be excluded.

(c) Developer acknowledges that Developer's covenant not to compete is reasonable and necessary to protect the business and goodwill of the Wingstop franchise system and to avoid misappropriation or other unauthorized use of the System and other Trade Secrets.

## 15. LAW GOVERNING; ARBITRATION OF DISPUTES.

(a) ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE ARBITRATION ACT. EXCEPT TO THE EXTENT GOVERNED BY THE ARBITRATION ACT OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN COMPANY AND DEVELOPER WILL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICT OF LAW RULES WILL NOT APPLY, AND ANY TEXAS LAW REGULATING THE SALE OF FRANCHISES OR BUSINESS OPPORTUNITIES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

(b) Developer and Company agree that, except as provided below in this Section 15(b), all controversies, disputes, or claims between Company and its Affiliates, and their respective owners, officers, directors, agents and/or employees, and Developer (and/or its owners, guarantors, Affiliates and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between Developer and Company;
- (2) Company's relationship with Developer; or
- (3) the validity of this Agreement or any other agreement between Developer and Company, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section;

must be submitted for binding arbitration, on demand of either party, to the AAA. The arbitration proceedings will be conducted by one arbitrator and, except as this Section 15(b) otherwise provides, according to the AAA's then-current commercial arbitration rules. All proceedings will be conducted at a suitable location that is within ten (10) miles of where Company has its principal business address at the time the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters relating to arbitration will be governed by the Arbitration Act. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief that he or she deems proper, including, without limitation, money damages, specific performance, injunctive relief, and attorneys' fees and costs for Company (consistent with Company's rights under Section 16(e)), provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 16(f), award any exemplary, punitive, treble, or other forms of multiple damages against the other (Developer and Company hereby waive to the fullest extent the law permits, except as expressly provided in Section 16(f), any right to or claim for any exemplary, punitive, treble, or other forms of multiple damages against the other).

Developer and Company will be bound by the provisions of any limitation on the time period in which claims must be brought under applicable law or this Agreement, whichever expires earlier. In any arbitration proceeding, each party must submit or file any claim constituting a compulsory counterclaim (as defined by the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers made by either party. Company reserves the right, but has no obligation, to advance Developer's share of the costs (excluding attorneys' fees) of any

arbitration proceeding in order for the proceeding to take place and by doing so is not deemed to have waived or relinquished its right to seek the recovery of these costs under Section 16(e).

Developer and Company agree that arbitration will be conducted on an individual basis, and not on a joint, collective, or class-wide basis, and that an arbitration proceeding between Company and its Affiliates, and their respective owners, officers, directors, agents and/or employees, and Developer (and/or its owners, guarantors, Affiliates and/or employees) may not be consolidated or joined with any other arbitration proceeding between Company and any other person. Despite the foregoing or anything to the contrary contained in this Section 15(b), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section, all parties agree that this arbitration clause will not apply to that dispute and the dispute will be resolved in a judicial proceeding in a court permitted under Section 15(c) of this Agreement.

Despite Developer's and Company's agreement to arbitrate provided above, Company and Developer agree that Company has no obligation whatsoever to arbitrate the following disputes: (i) disputes that arise under or are related to the Lanham Act, as now or later amended; (ii) disputes that otherwise relate to the ownership or validity of any of the Marks; (iii) disputes that involve enforcement of Company's intellectual property rights, including, but not limited to, Company's Confidential Information and Trade Secrets; or (iv) disputes related to Company's enforcement of the covenants not to compete in Section 14. Company may enforce its rights in the disputes described in clauses (i) through (iv) exclusively in court.

With respect to the matters subject to, and not excepted from, the parties' agreement to arbitrate specified in this Section 15(b), each party has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, that each must contemporaneously submit its dispute for arbitration on the merits as provided in this Section. This Section's provisions are intended to benefit and bind certain third-party non-signatories and continue in full force and effect after and notwithstanding this Agreement's expiration or termination.

(c) SUBJECT TO (b) ABOVE AND THE PROVISIONS BELOW, DEVELOPER AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN DEVELOPER AND COMPANY MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION LOCATED CLOSEST TO WHERE COMPANY HAS ITS PRINCIPAL BUSINESS ADDRESS AT THE TIME THE ACTION IS COMMENCED, AND DEVELOPER (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION IT (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, DEVELOPER AND ITS OWNERS AGREE THAT COMPANY MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE IN WHICH DEVELOPER'S DEVELOPMENT AREA IS LOCATED.

## **16. MISCELLANEOUS.**

(a) Definition of Terms. The terms used in this Agreement, unless otherwise defined, are also listed in the Glossary of Terms attached hereto and made a part hereof.

(b) Binding Effect. This Agreement may not be amended or modified except by a written agreement executed by Company and Developer which is identified as such an amendment or modification, although Company may modify the Operations Manual and System as it deems best.

(c) Time is of Essence. Time is of the essence of this Agreement; Developer's compliance with the deadlines stated in this Agreement is vitally important.

(d) Limited Liability for Company's Related Parties. Developer agrees that no past, present, or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, Affiliate, controlling party, entity under common control, ownership, or management, vendor, service provider, agent, attorney, or representative of Company will have any liability for (i) any of Company's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Company based on, in respect of, or by reason of the relationship between Developer and Company, or (iii) any claim against Company based on any alleged unlawful act or omission of Company.

(e) Costs and Attorneys' Fees. If Company incurs costs and expenses (internal and external) to enforce its rights or Developer's obligations under this Agreement because Developer has failed to comply with this Agreement, Developer agrees to reimburse Company for all costs and expenses Company incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Developer's obligation to reimburse Company arises whether or not Company begins a formal legal proceeding against Developer to enforce this Agreement. If Company does begin a formal legal proceeding against Developer to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Company incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(f) Waiver of Exemplary Damages and Jury Trial. EXCEPT FOR CLAIMS COMPANY ASSERTS AGAINST DEVELOPER FOR VIOLATION OR INFRINGEMENT OF ANY OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, COMPANY AND DEVELOPER (AND ITS OWNERS) WAIVE TO THE FULLEST EXTENT THE LAW PERMITS ANY RIGHT TO OR CLAIM FOR ANY EXEMPLARY, PUNITIVE, TREBLE, AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IF THERE IS A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. COMPANY AND DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM. EACH ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

(g) Limitation of Claims. Any and all claims arising out of or relating to this Agreement will be barred unless a proceeding (in the required forum) is commenced within two (2) years from the date on which the violation, act, or conduct giving rise to the claim occurs, regardless of when the party asserting the claim knew or should have known of the facts giving rise to the claim.

## **17. DEVELOPER'S ACKNOWLEDGMENTS.**

(a) Developer acknowledges and agrees that this Agreement, together with any duly-signed amendment or addendum attached to this Agreement, contains the entire agreement between the parties with respect to Developer's rights to develop and acquire franchises for Restaurants in the Development Area, and that this Agreement supersedes any prior or contemporaneous agreements between the parties, written or oral, with respect to those development and franchise acquisition rights. This Agreement may be executed in multiple copies, each of which will be deemed an original. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically likewise will be deemed an original.

\_\_\_\_\_ [DEVELOPER'S INITIALS]

(b) Developer confirms and acknowledges that, except as provided in Company's Franchise Disclosure Document and this Agreement, no written or oral agreements, promises, commitments, undertakings or understandings concerning Developer's development or franchise acquisition rights were made to or with Developer that are not expressly stated in this Agreement or any duly-signed amendment or addendum and that no written or oral representations were made to Developer by Company or its representatives concerning Developer's development or franchise acquisition rights. However, nothing in this Agreement or any related agreement is intended to disclaim Company's representations in its Franchise Disclosure Document.

\_\_\_\_\_ [DEVELOPER'S INITIALS]

(c) Developer acknowledges (i) that this Agreement is not a franchise agreement and that it provides Developer neither a license to use the Wingstop trade name or service mark nor any right to operate a Restaurant, (ii) that Developer's rights under this Agreement are solely contractual and that no property rights are granted in or with respect to the Development Area, and (iii) that until a Franchise Agreement for a particular Restaurant location is issued in accordance with this Agreement, Developer will not have or be entitled to exercise any of the rights or privileges of a Wingstop franchisee at or with respect to that location.

\_\_\_\_\_ [DEVELOPER'S INITIALS]

**(d) DEVELOPER ACKNOWLEDGES THAT THE WRITTEN AUTHORIZATIONS CONTEMPLATED BY THIS AGREEMENT WILL BE VALID ONLY IF SIGNED BY A DULY-AUTHORIZED OFFICER OF COMPANY. DEVELOPER MAY NOT RELY ON VERBAL OR WRITTEN APPROVALS FROM ANY AGENT WHO MIGHT REPRESENT COMPANY IN THE FIELD OR FROM ANY PERSON OTHER THAN A DULY-AUTHORIZED OFFICER OF COMPANY. DEVELOPER ASSUMES FULL RISK AND FINANCIAL RESPONSIBILITY FOR SIGNING A LEASE WITHOUT COMPANY'S PRIOR WRITTEN AUTHORIZATION, INCLUDING THE RISK THAT COMPANY MAY TERMINATE THIS AGREEMENT UNDER SECTION 11(b) ON ACCOUNT OF AN UNAUTHORIZED LEASE SIGNING. COMPANY WILL HAVE NO OBLIGATION TO ISSUE A FRANCHISE FOR A RESTAURANT UNLESS AND UNTIL DEVELOPER COMPLIES FULLY WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 3(b) AND 6.**

\_\_\_\_\_ [DEVELOPER'S INITIALS]

(e) Company will assign a unique Restaurant Number to each Restaurant upon execution of the Franchise Agreement for that particular Restaurant. Vendors with whom Company's franchisees do business have been instructed not to accept work orders or purchase orders for a Restaurant that is not properly identified by Restaurant Number. Developer acknowledges that Developer will be unable to order furniture, fixtures, equipment, signs and inventory for any Restaurant before a Restaurant Number for that particular Restaurant has been assigned.

\_\_\_\_\_ [DEVELOPER'S INITIALS]



(f) Developer acknowledges that all amounts payable under Section 8 represent fees, not deposits, and that none of those fees are refundable in whole or in part under any circumstances.

\_\_\_\_\_ [DEVELOPER'S INITIALS]

(g) Developer acknowledges and agrees that, by evaluating and accepting a particular Restaurant location, providing any other site selection assistance to Developer, or authorizing Developer to negotiate or sign a Restaurant lease, Company does not guarantee the suitability of any site for the operation of a Restaurant or warrant that Developer can profitably operate a Restaurant at any location that Company accepts. Company disclaims (and Developer recognizes and accepts Company's disclaimer of) any warranties, express or implied, with respect to the suitability or profit potential of any site Developer selects for a Restaurant.

\_\_\_\_\_ [DEVELOPER'S INITIALS]

**(h) DEVELOPER ACKNOWLEDGES AND AFFIRMS THAT NEITHER DEVELOPER NOR ANY OF ITS PRINCIPALS HAVE MADE ANY UNTRUE STATEMENT OF ANY MATERIAL FACT OR OMITTED TO STATE ANY MATERIAL FACT IN ITS APPLICATION OR ANY OTHER WRITTEN INFORMATION IN OBTAINING THE RIGHTS GRANTED HEREUNDER. NEITHER DEVELOPER NOR ANY OF ITS PRINCIPALS HAS ANY DIRECT OR INDIRECT LEGAL OR BENEFICIAL INTEREST IN ANY BUSINESS THAT MAY BE DEEMED A COMPETITIVE BUSINESS, EXCEPT AS OTHERWISE COMPLETELY AND ACCURATELY DISCLOSED IN DEVELOPER'S APPLICATION. THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT WILL NOT VIOLATE ANY OTHER AGREEMENT TO WHICH DEVELOPER OR ANY OF ITS PRINCIPALS MAY BE BOUND. DEVELOPER RECOGNIZES THAT COMPANY HAS EXECUTED THIS AGREEMENT IN RELIANCE ON ALL OF THE STATEMENTS DEVELOPER AND ITS PRINCIPALS HAVE MADE IN THE APPLICATION AND ANY OTHER WRITTEN INFORMATION.**

\_\_\_\_\_ [DEVELOPER'S INITIALS]

**18. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.**

The following provision applies only to developers and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

**NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGEMENT SIGNED OR AGREED TO BY YOU IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT, OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY US, ANY FRANCHISE SELLER, OR ANY OTHER PERSON ACTING ON OUR BEHALF. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE**

**WINGSTOP FRANCHISING LLC**

**[DEVELOPER]**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ \*

\*Considered the Effective Date of this Agreement for all purposes  
The Option Expiration Date is **[DATE]**

**EXHIBIT A**

**DESCRIPTION OF DEVELOPMENT AREA**

The Development Area is the geographical area described as follows and which may be more specifically shown on a map attached to this Exhibit A, if available. However, if there is any inconsistency between the narrative description below and an attached map, the narrative description controls.

**[DEVELOPMENT AREA DESCRIPTION]**

All street boundaries will be deemed to end at the street center line unless otherwise specified above.

**Despite the description above, the Development Area will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Development Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Development Area, Developer may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's and its Affiliates' activities in or at those Non-Traditional Venues, including, but not limited to, their right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues.**

**WINGSTOP FRANCHISING LLC**

**[DEVELOPER]**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**DEVELOPMENT SCHEDULE**

<u>STORE #</u>	<u>COMPANY SITE APPROVAL DATE</u>	<u>LEASE EXECUTION DATE</u>	<u>SCHEDULED OPENING DATE</u>	<u>REQUIRED # OF OPERATING STORES</u>
<b>1</b>	<b>[DATE]</b>	<b>[DATE]</b>	<b>[DATE]</b>	<b>1 of [ ]</b>

**WINGSTOP FRANCHISING LLC**

**[DEVELOPER]**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**BUSINESS ENTITY INFORMATION**

This form must be completed if this Development Agreement has more than one owner or if Developer is owned by a business organization (a corporation, partnership, limited liability company or similar entity). This form must also be re-executed and sent to Company whenever there is any permitted change in ownership.

1. **Form of Owner.** Is a (check one):

- (a)  General Partnership
- (b)  Corporation
- (c)  Limited Partnership
- (d)  Limited Liability Company
- (e)  Other, Specify \_\_\_\_\_

2. **Business Entity.** Developer was incorporated or formed on \_\_\_\_\_, 20\_\_\_\_ under the laws of the State of \_\_\_\_\_. Developer has not conducted business in any name other than Developer’s business entity name and \_\_\_\_\_.

3. **Business Entity Owners.** (a) The following list includes the full name and mailing address of each person who is an owner of Developer (stockholders, partners or members (if a limited liability company)) and the nature of each owner’s position and ownership interest in Developer.

<b>Owner’s Name and Address</b>	<b>Description of Interest</b>	<b>Ownership %</b>

(b) If Developer is a Business Entity and owned in whole or in part by one or more business organizations, the name(s) of such organization is \_\_\_\_\_. The following list includes the full name and mailing address of each person who is an owner (stockholders, partners or members (if a limited liability company)) of the business organization that has an ownership interest in the Business Entity Developer and the nature of each owner’s position and ownership interest.

<b>Owner’s Name and Address</b>	<b>Description of Interest</b>	<b>Ownership %</b>

Owner's Name and Address	Description of Interest	Ownership %

4. **Controlling Principal.** Provide the name, position and ownership interest of each Controlling Principal as of the date of this Development Agreement.

Principal's Name and Address	Position Held in Entity	Ownership %

5. **Governing Documents.** Developer must attach copies of articles of incorporation or organization and partnership, shareholder, or member agreements (the "Charter Documents").

6. **Representation.** Developer represents and warrants that the information provided in this form is true, accurate and complete and that Wingstop Franchising LLC may consider this statement as continuing to be true, accurate and correct until a written notice of change in ownership and/or in the Principal status is given to Wingstop Franchising LLC by Developer.

7. THIS DEVELOPMENT AGREEMENT AND SYSTEM OF BUSINESS REQUIRE THAT THE DEVELOPER BE UNDER THE DAILY CONTROL AND DIRECT SUPERVISION OF A CONTROLLING PRINCIPAL, AND FAILURE TO COMPLY CONSTITUTES A MATERIAL DEFAULT OF THIS DEVELOPMENT AGREEMENT.

**OWNER:**

INDIVIDUALS:

\_\_\_\_\_  
Signature – Owner #1

\_\_\_\_\_  
Print Name – Owner #1

\_\_\_\_\_  
Signature – Owner #2

\_\_\_\_\_  
Print Name – Owner #2

\_\_\_\_\_  
Signature – Owner #3

\_\_\_\_\_  
Print Name – Owner #3

ENTITY:

**[DEVELOPER]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## EXHIBIT D

### INVESTOR CONFIDENTIALITY AGREEMENT

This Investor Confidentiality Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, by and between Wingstop Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and [DEVELOPER] (“you” or “your”).

#### **PREAMBLES**

We and you intend to enter into a Development Agreement. As part of our and your relationship, we will allow you to gain access to certain of our Confidential Information (defined below). Before allowing you and your personnel to have access to the Confidential Information, we require that you sign this Agreement.

#### **DEFINITION**

The term “Confidential Information” as used in this Agreement means our methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques, Restaurant layout, plans, and schematics, and knowledge and experience in the development, operation, and franchising of Wingstop Restaurants that are disclosed to you or your personnel or that you and your personnel learn in connection with your and their dealings with us.

#### **PROTECTION OF CONFIDENTIAL INFORMATION**

You acknowledge and agree that neither you nor your personnel, nor any other person or entity, will acquire any interest in or right to use the Confidential Information under this Agreement. You further acknowledge and agree that the unauthorized use or duplication of the Confidential Information, including, without limitation, in connection with any of your other business activities, would be detrimental to us, cause us substantial and irreparable harm, and constitute a breach of your obligations of confidentiality and an unfair method of competition with us.

You acknowledge that the Confidential Information is our property, involves our trade secrets, and will be disclosed to you solely on the condition that you agree, and you hereby do agree, that you will: (1) not use the Confidential Information other than to the extent necessary to perform your obligations to us under a Development Agreement or any Franchise Agreement signed under that particular Development Agreement; (2) maintain the absolute confidentiality of the Confidential Information; (3) not make unauthorized copies of any records (in written, electronic, or other form) disclosing the Confidential Information; and (4) adopt and implement reasonable procedures to prevent disclosure of the Confidential Information, including, but not limited to, restricting its disclosure to employees and using nondisclosure agreements with employees who have access to the Confidential Information.

#### **SURRENDER OF DOCUMENTS**

You agree that, after you have completed all development requirements, you will immediately return to us (or, at our option, destroy) all copies of the Confidential Information made available to you or your personnel in written, electronic, or other tangible form.



**COSTS AND ATTORNEYS' FEES**

In the event that we are required to engage legal counsel to secure the performance of your obligations under this Agreement, you must promptly reimburse us for all costs and expenses that we incur, including, without limitation, our reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses, whether incurred prior to, in preparation of, in contemplation of, or in connection with any trial or administrative proceeding or on appeal.

**SEVERABILITY**

If any provision of this Agreement is held for any reason to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of or have any other effect upon such other portions of this Agreement as may remain otherwise intelligible. Such other portions will continue to be given full force and effect and bind the parties hereto.

**GOVERNING LAW**

This Agreement and the relationship between the parties hereto will be construed and governed in accordance with the internal laws of the State of Texas, without regard to its conflict of laws principles.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in multiple counterparts as of the day and year first above written.

**WINGSTOP FRANCHISING LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signer

Date: \_\_\_\_\_

**[DEVELOPER]**

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

**EXHIBIT E**

**LEASE RIDER**

This Lease Rider (“Rider”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Tenant”) and \_\_\_\_\_ (“Landlord”) and supplements and forms a part of the lease agreement (the “Lease”) between Landlord and Tenant for the premises located at \_\_\_\_\_ (the “Premises”). In the event of a conflict between the provisions of the Lease and the provisions of this Rider, the provisions of this Rider will control.

1. Landlord and Tenant acknowledge and agree that this Rider is entered into in connection with, and as a condition to, the grant of a franchise by Wingstop Franchising LLC (“Wingstop”) to Tenant in accordance with the terms of a franchise agreement (the “Franchise Agreement”), granting Tenant the right to operate the Premises as a Wingstop restaurant. As such, Landlord and Tenant acknowledge and agree that Wingstop or its designee is an intended third-party beneficiary of this Rider with an independent right to enforce any and all of its terms.

2. Subject to applicable zoning laws and restrictions of record, Landlord consents to Tenant’s installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the Wingstop system as Wingstop may from time to time prescribe for the restaurant.

3. Landlord agrees to furnish Wingstop or its designee with copies of all notices of default or alleged default and all notices of termination that it sends to Tenant pertaining to the Lease and the Premises at the same time it sends such notices to Tenant. Such notices will be sent to 15505 Wright Brothers Drive, Addison, Texas 75001, Attn: General Counsel, or to such other address provided to Landlord in writing.

4. Wingstop or its designee has the right to enter the Premises at any time and from time to time (i) to make any repairs, alterations, or removals of the Wingstop trade dress or equipment it considers reasonably necessary to protect the Wingstop system and marks, (ii) to cure any default under the Franchise Agreement or under the Lease, and (iii) to remove the distinctive elements of the Wingstop trade dress upon the expiration or termination of the Franchise Agreement. Wingstop or its designee will repair, or reimburse Landlord for the reasonable cost to repair, any damage to the walls, floor, or ceiling of the Premises that results from Wingstop’s or its designee’s removal of trade dress items and other property from the Premises.

5. In the event of a default by Tenant under the Lease which entitles Landlord to terminate the Lease, Landlord will provide notice to Wingstop or its designee of such default and Landlord’s intent to terminate the Lease (“Landlord’s Notice”). At Wingstop’s or its designee’s option, Landlord agrees to enter into a new lease (the “New Lease”) with Wingstop or its designee, as tenant, under the same terms as the Lease except that the term of such New Lease will be the remaining balance of the term of the Lease, including any and all remaining options (as the same may have been extended). Should Wingstop or its designee elect to enter into such New Lease, Wingstop or its designee will provide written notice of such election to Landlord within sixty (60) days after receipt of Landlord’s Notice. During that sixty (60) day period,

Landlord agrees that Wingstop or its designee may possess the Premises, to the exclusion of Tenant, in order to operate the restaurant, assess the restaurant's condition, and determine whether Wingstop or its designee desires to enter into the New Lease. Tenant acknowledges that Wingstop or its designee may possess the Premises in these circumstances and take whatever action is necessary, with or without Landlord's assistance, to enforce Tenant's compliance. Landlord agrees reasonably to cooperate and not to interfere with Wingstop's or its designee's exercise of these rights. While Wingstop or its designee possesses the Premises for up to sixty (60) days, it will pay Landlord all pro-rated rent and other charges arising under the Lease during its possession. However, Wingstop or its designee will not be required to cure any monetary default of Tenant under the Lease before Wingstop or its designee takes possession or as a condition of signing a New Lease.

6. Tenant will be permitted to assign the Lease to Wingstop or its designee upon the expiration or termination of the Franchise Agreement and/or allow Wingstop or its designee to possess the Premises as described above. Further, Wingstop or its designee will be permitted to assign the Lease or the New Lease, including any and all remaining options, to a person, firm or corporation (including, but not limited to, another franchisee of Wingstop), provided that such person, firm, or corporation has the same or greater financial strength as Tenant had at the time of execution of the Lease. Landlord consents to the foregoing assignments and agrees not to impose any assignment fee or similar charge, or to increase or accelerate rent under the Lease or the New Lease, in connection with such an assignment. In the event of any assignment contemplated under this paragraph 6, Wingstop or its designee will have no further liability under the Lease or the New Lease (as applicable) from and after the effective date of such assignment. Under no circumstances will Wingstop or its designee be required to cure any monetary default of Tenant under the Lease in order to receive an assignment of the Lease from Tenant upon the expiration or termination of the Franchise Agreement or to assign the Lease or sign a New Lease.

7. Landlord acknowledges that neither Wingstop nor its designee will be a party to the Lease or have liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Wingstop or its designee in accordance with the terms of this Rider.

**IN WITNESS WHEREOF**, the parties have executed this Rider of the date first above written.

<p><b><u>LANDLORD:</u></b></p> <p>_____, a</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><b><u>TENANT:</u></b></p> <p>_____, a</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	---



**EXHIBIT F**  
**ACKNOWLEDGEMENT OF RECEIPT**  
**OF FRANCHISE-RELATED DOCUMENTS**

For the Development Agreement for the following area: \_\_\_\_\_

The undersigned, personally and/or as an officer, managing member or partner of the proposed franchise owner, does hereby acknowledge receipt of the following documents, in form for execution, relating to the franchise of Wingstop Franchising LLC:

- (1) Development Agreement
- (2) Rider to Development Agreement for State of \_\_\_\_\_
- (3) Franchise Agreement
- (4) Rider to Franchise Agreement for State of \_\_\_\_\_
- (5) Other (specify): \_\_\_\_\_

I further acknowledge my understanding that it is my responsibility, individually and/or as an officer, managing member or partner of the proposed franchise owner, to review all of these documents so that I am fully familiar with the transaction they contemplate before signing them.

A FEDERAL TRADE COMMISSION RULE REQUIRES THAT WE PROVIDE YOU WITH THE FRANCHISE-RELATED DOCUMENTS NOTED ABOVE AT LEAST SEVEN (7) CALENDAR DAYS BEFORE YOU SIGN THEM IF WE HAVE UNILATERALLY MADE ANY MATERIAL CHANGES IN THE VERSIONS OF THESE DOCUMENTS INCLUDED AS EXHIBITS IN OUR FRANCHISE DISCLOSURE DOCUMENT. PLEASE DO NOT SIGN OR RETURN THESE DOCUMENTS UNTIL SEVEN (7) CALENDAR DAYS HAVE ELAPSED FROM THE DATE OF THIS RECEIPT, EXCLUDING THE DELIVERY AND SIGNING DATES.

DATED: \_\_\_\_\_

NAME: [NAME]

ADDRESS: [ADDRESS]

**EXHIBIT C**

**FRANCHISE AGREEMENT**

Exhibit C-1

**WINGSTOP FRANCHISING LLC**

**FRANCHISE AGREEMENT  
FOR A  
WINGSTOP RESTAURANT**

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EXHIBITS:

- A. DESCRIPTION OF PRINCIPAL MARKS
- B. DESCRIPTION OF TRADE AREA
- C. AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS
- D. ASSIGNMENT OF TELEPHONE NUMBER(S)
- E. BUSINESS ENTITY INFORMATION
- F. GUARANTY AND ACKNOWLEDGMENT
- G. RECEIPT



## GLOSSARY OF TERMS

The following terms are used in this Franchise Agreement (“Agreement”) with the meanings assigned in this Glossary.

**AAA** means the American Arbitration Association.

**Ad Fund** means a separate and segregated advertising fund established by Company for the purpose of enhancing the goodwill and public image of the Wingstop franchise system through advertising and promotions.

**Affiliate** means a Person that controls, is controlled by, or is under common control with another Person by virtue of equity ownership, contract, or other means.

**Approved Vendors** means those vendors who meet Wingstop standards and have entered into contractual agreements with Company or its designees to provide specific standard items.

**Arbitration Act** means the United States Arbitration Act, currently codified at 9 U.S.C. §§ 1 *et seq.*

**Area Cooperative** means an area advertising cooperative that may be formed pursuant to Section 8(c) by at least two owners of Restaurants located in certain DMAs for the purpose of jointly advertising and promoting their Restaurants. An Area Cooperative Association and an Area Cooperative Non-profit are included in the definition of an “Area Cooperative.”

**Area Cooperative Association** means an Area Cooperative that is formed as an association.

**Area Cooperative Non-profit** means an Area Cooperative that is formed as a non-profit business entity.

**Assistant Manager** means that individual who has completed the Wingstop training program and is designated by Franchisee as its Assistant Manager at the Restaurant, has knowledge of the Restaurant’s day-to-day operations and Wingstop Restaurant procedures and guidelines for operations, and is actively involved with the actual calculation of the cost of sales, labor, inventory, purchasing, profit and loss statements, opening and closing. The Assistant Manager must devote his or her full business time and efforts to performing his or her assigned duties for Franchisee and comply with all applicable federal, state, and local laws, regulations, or ordinances required to carry out those duties. All Assistant Managers must be individuals who are employed directly by Franchisee. Franchisee may not enter into a contract with any non-employee individual or Business Entity for any aspect of the Restaurant’s management.

**Business Entity** means a corporation, general or limited partnership, or limited liability company.

**Catering** means the at-Restaurant preparation of the standard menu items and delivery of those items, either in prepackaged portions or in bulk, to commercial accounts. Catering may or may not include on-site set up, food service and/or clean up.

**Charter Documents** means a corporation’s articles of incorporation, by-laws and shareholders agreement (if any); a partnership’s partnership agreement and, in the case of a limited partnership, its articles of limited partnership; a limited liability company’s articles of association and regulations or operating agreement; and comparable governing documents of any other type of business entity.

**Company** means Wingstop Franchising LLC.

**Confidential Information** means any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of the Company, marketing plans, marketing information, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of the Wingstop System, Restaurant layout, plans, and schematics, and such other information about Company and the System as may reasonably be construed to be confidential or proprietary to Company.

**Controlling Ownership Interest** in Franchisee or one of its owners (if the owner is a Business Entity) means the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in Franchisee or one of its owners (if the owner is a Business Entity), the determination of whether a Controlling Ownership Interest is involved must be made as of both immediately before and immediately after the proposed transfer to see if a Controlling Ownership Interest will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer). In making the determination, Company also may consider all previous transfers of ownership interests to assess whether, in the aggregate, there has been or would be the transfer of a Controlling Ownership Interest.

**Controlling Principal(s)** means, if Franchisee is a Business Entity, any Person with a five percent (5%) or greater equity interest in Franchisee. (If that Person also is a Business Entity, a Controlling Principal also will mean and include the individuals who control the operations of the Person, whether because of their ownership interests or actual management control.) Each Controlling Principal will be individually bound by all of the obligations in this Agreement, including payment obligations and covenants concerning confidentiality and noncompetition, and will personally guarantee Franchisee's performance under this Agreement by signing the Guaranty attached to this Agreement. No Controlling Principal may, within the time periods specified in this Agreement, hold an ownership interest in or perform services in any capacity for any other quick service food business in which chicken pieces, chicken strips, or chicken wings are featured as a primary menu item. "Primary" means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings.

**Convention** means the annual Wingstop convention.

**Copyrighted Materials** refers to and includes all versions, variations and adaptations of the following materials in tangible form, whether produced by Company, produced on its behalf as works for hire, or derived from works produced by or on behalf of Company: (i) all manuals used in a Restaurant's development, operation and marketing activities, including, but not limited to, the Operations Manual; (ii) training materials (including printed, audio, video or electronic materials); (iii) Restaurant plans and specifications that are works for hire; (iv) menu board designs and graphics; (v) product identification posters and photographs; (vi) advertising and marketing materials; (vii) labels, forms and reports provided by Company or its designees; (viii) any computer software developed by Company or as works for hire for use in the operation of Restaurants; and (ix) any other materials protected by copyright law or marked or identified by Company as protected by copyright.

**Delivery Service** means the delivery of food and beverages in prepackaged portions to residential customers. Delivery service does not include on-site set up, food service, or clean up.

**Designated Principal** means, if Franchisee is a Business Entity, that Principal who will be individually bound by certain obligations in this Agreement, including covenants concerning confidentiality and noncompetition, and will be the designated operator who will oversee and supervise the Restaurant's management and operation. There may be more than one Designated Principal. No Designated Principal

may, within the time periods specified in this Agreement, hold an ownership interest in or perform services in any capacity for any other quick service food business in which chicken pieces, chicken strips, or chicken wings are featured as a primary menu item. "Primary" means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings.

**Development Agreement** means the Development Agreement between Company and Franchisee under which Franchisee undertook the Restaurant's development.

**DMA** means Designated Market Area, an advertising term that Nielson Rating Service uses to demarcate the primary coverage of broadcast and print media in given markets. The boundaries of a particular DMA are determined by Nielson Rating Service by reference to television coverage.

**Effective Date** means the date Company signs this Agreement, as indicated in its signature block.

**Event of Default** means failure to meet those contractual obligations as stated in, but not limited to, Section 16 of this Agreement and the consequences and cures of same.

**Franchisee** means that Person listed on the first page of this Agreement, including the plural as well as the singular and masculine and feminine genders.

**Franchise Disclosure Document** means the most recently-issued disclosure document of Wingstop Franchising LLC.

**General Manager** means an individual who has completed the Wingstop training program and is designated by Franchisee to supervise and manage all aspects of the Restaurant's day-to-day operations, including, but not limited to, knowledge of and actively involved with the actual calculation of the cost of sales, labor, inventory, purchasing, and profit and loss statements, and with whom Company and its designees may deal exclusively for purposes of administering and coordinating the franchise relationship. The General Manager may or may not be the Franchisee of the Restaurant or the Designated Principal. The General Manager must devote his or her full business time and efforts to performing his or her assigned duties for Franchisee and comply with all applicable federal, state, and local laws, regulations, or ordinances required to carry out those duties. Franchisee's first General Manager is identified beneath the signature block of this Agreement. All General Managers must be individuals who are employed directly by Franchisee. Franchisee may not enter into a contract with any non-employee individual or Business Entity for any aspect of the Restaurant's management.

**Gross Sales** means the aggregate revenues the Restaurant receives from the sale of, or the provision of services with respect to, food, beverages, other menu items and other merchandise, whether for cash or on credit, less (i) applicable sales taxes Franchisee collects and remits to the appropriate tax authority, (ii) valid coupon credits and employee discounts deducted from revenues initially recorded as Gross Sales, (iii) third-party delivery fees, and (iv) revenue Franchisee derives from selling or issuing Wingstop gift or loyalty cards (although revenue Franchisee derives from selling products and services to customers using those cards for payment is included in Gross Sales), but without deduction of any other costs or expenses whatsoever.

**Guaranty** means that form of document in substantially similar form as found in Exhibit F to this Agreement.

**Indemnified Matter** means any claim, demand, inquiry, investigation or proceeding.

**Indemnified Parties** means Company, Company's Affiliates and their respective officers, directors, owners, employees, agents, successors and assigns.

**Information System** means electronic systems an operator uses to collect, compute, store and report a Restaurant's Gross Sales, other financial data and operating information, such as cash registers, point-of-sale systems and services, computers, peripheral equipment and related software programs.

**Internet** means the world wide web.

**Internet Website** means a website on the world wide web that provides information about the Wingstop concept and the products and services that Restaurants offer.

**Intranet/Intranet Website** means an Intranet network that Company designs and administers for the Wingstop restaurant chain through which members of the Wingstop network of Restaurants may communicate with each other and through which Company may disseminate updates to the Operations Manual and other Confidential Information. Company will have no obligation to maintain the Intranet indefinitely, but may dismantle it at any time without liability to Franchisee.

**LAM Report** means local area marketing report in a form and format, and including data, information, and content, as may be required by Company from time to time, made by Franchisee to Company.

**Mall** means an assembly of retail establishments housed in a structure that encloses more than 250,000 square feet of floor space (including common areas) under a single roof.

**Marks** refers to and includes (i) the Wingstop service mark and logo, (ii) the Wingstop trade name, (iii) the elements and components of a Restaurant's Trade Dress, and (iv) any and all additional or different trade names, trademarks, service marks, logos and slogans that Company adopts to identify the Wingstop franchise system and the products and services Restaurants offer.

**Non-Traditional Venue** means a hospital or medical center, airport, ghost kitchen, public or private school, university or college campus, airport terminal, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, military base, state or national park, hotel, lodge, country club, social club, resort, casino, or theater.

**Opening Restaurant Trainer** means a person designated by Company that may assist Franchisee in training its supervisory staff on the System and ensuring that all supervisory staff members are working in accordance with the operating system prior to and after the opening of the Restaurant. This training will not concern matters relating to labor relations and employment practices.

**Operations Manual** means and collectively includes all manuals, policy statements, directives, bulletins and memoranda, as revised from time to time, that contain prescribed or recommended specifications, standards, procedures, policies and advice relating to a Restaurant's operation and management and to marketing the products Restaurants serve. The Operations Manual discloses the principal elements of the proprietary Wingstop System, and its contents are and will remain Company's exclusive property.

**Person** means an individual or a Business Entity.

**Principal** means any Person with an ownership interest in Franchisee, if Franchisee is a Business Entity. A Principal includes a Controlling Principal and a Designated Principal. A Principal with access to Trade

Secrets and other Confidential Information must agree to be bound by certain covenants concerning confidentiality, even if that Principal is not a Controlling Principal or Designated Principal.

**Purchasing Cooperative** means a cooperative, which has been approved by a majority vote of the Wingstop Franchisee Advisory Council, formed solely for the purpose of serving as the exclusive purchasing and distribution entity for the Wingstop System from which participating Restaurants shall purchase equipment, inventory, supplies, and certain services for operating a Restaurant that satisfy Company specifications as provided in Section 7(c)(34); provided, however, that the term Purchasing Cooperative, as used in this Agreement, shall not include any cooperative formed for (i) advertising or marketing purposes, (ii) the marketing, sale, distribution or other utilization of Wingstop-branded sauces or seasonings, other Wingstop proprietary products or customer data or (iii) other purposes that do not include the distribution of equipment, inventory, supplies, and certain services for operating a Restaurant that are distributed by the Purchasing Cooperative.

**QSC Inspections** means physical, on-site inspections of a Restaurant to determine the degree to which its operation satisfies the quality, service, operations and cleanliness standards of the Wingstop System.

**Restaurant** means a retail establishment at a fixed (permanent) location outside a Mall or Non-Traditional Venue that operates continually on a year-round basis under the Wingstop trade name and System. However, the term does not include any type of Special Outlet.

**Scheduled Opening Date** means the date the Restaurant is open for business.

**Social Media** means personal blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools.

**Special Outlet** means a kiosk, a satellite unit, an express unit, a mini-store, a temporary or seasonal booth, or similar installation, no matter how denominated, operated under the Wingstop trade name. The term also includes a mobile dispensing unit, such as a cart or customized RV, operated under the Wingstop trade name but does not include an automobile or van used predominately for Catering or, if expressly permitted, Delivery Service.

**Summary Page** means the pages that appear at the beginning of this Agreement that summarize certain key information concerning the parties' relationship and the terms of the Agreement.

**System** means the compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures that Company and its Affiliates have developed or adopted to govern the operation of Restaurants, the marketing of their products and services, and the methods of communication between and among Company and Restaurant operators, all or some of which may be deleted, changed, improved or further developed by Company from time to time.

**Trade Area** means that certain area of development relating to the location of the Restaurant as defined in Exhibit B to this Agreement. The Trade Area will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Trade Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Trade Area, Franchisee may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's and its Affiliates' activities in or at those Non-Traditional Venues, including, but not limited to, their right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues.

**Trade Dress** means decorative, non-functional components of a Restaurant that provide the establishment a distinctive, memorable appearance.

**Trade Secrets** means the components of the System, the contents of the Operations Manual and of all training materials and computer programs developed by Company or in accordance with its specifications, and any other Confidential Information imparted to Franchisee with respect to a Restaurant's operation or management, whether through the Operations Manual or otherwise.

**Web/Website** means either an Internet website or an Intranet website.



**STORE NO.**

**FRANCHISE AGREEMENT  
FOR A  
WINGSTOP RESTAURANT**

THIS AGREEMENT is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“Company”), and [FRANCHISEE] (“Franchisee”). Certain terms are used in this Agreement with the meanings assigned in the Glossary of Terms appearing at the beginning of this Agreement. That Glossary is incorporated into, and made an integral part of, this Agreement by reference.

**1. RECITALS.**

Company and its Affiliates have developed a System to guide and govern the operation of restaurants that operate under the Wingstop® trade name and sell cooked-to-order, hand-sauced and tossed chicken wings as their primary menu item. Company franchises the operation of Restaurants. Franchisee has completed the site selection requirements of a Development Agreement for a Restaurant to be located at the address shown in Section 2. The parties are now ready to embark on a franchise relationship and have entered into this Agreement to evidence the terms and conditions of their relationship.

**2. GRANT OF FRANCHISE.**

(a) Subject to the terms, conditions and limitations of this Agreement, Company grants Franchisee a franchise to operate a Restaurant at the following location: [ADDRESS]. Franchisee’s use of any of the Marks or any element of the System in the operation of a business at any other location or in any other channel of distribution without Company’s express written authorization will constitute willful infringement of Company’s rights in the Marks and the System.

(b) The franchise includes the following rights and licenses:

(1) Authorization to operate the Restaurant under the Wingstop® trade name, in association with the Wingstop® service mark and in accordance with the System;

(2) Authorization to install the Trade Dress and exterior and interior signs bearing the Wingstop® name and logo at the Restaurant;

(3) Authorization to provide Catering from the Restaurant; and

(4) Authorization to use the Marks to identify, advertise and promote the Restaurant’s products and services.

(c) Franchisee will acquire no rights or authority under this Agreement or as an element of the franchise:

(1) To sell to any wholesale or retail customer the ingredients (including proprietary Wingstop sauces and seasonings) from or with which any menu item is prepared;

(2) To provide Delivery Service until Company has developed a delivery program for the locale in which Franchisee's Trade Area is located, has revised the Operations Manual to incorporate the delivery program's standards and requirements, and has assigned Franchisee a delivery zone (which may be smaller than the Restaurant's Trade Area);

(3) To sell Wingstop® brand food, memorabilia or other merchandise from catalogues, an Internet Website or a Special Outlet without Company's express prior permission; or

(4) To operate a Special Outlet without Company's prior written permission.

(d) Company reserves all rights that this Agreement does not expressly grant to or confer upon Franchisee.

### **3. FRANCHISE FEE.**

In consideration of Company's granting the franchise, Franchisee must pay Company a franchise fee of \$[FEE]. The franchise fee will be payable in full when Franchisee signs this Agreement. The franchise fee is not refundable under any circumstances.

### **4. COMPETITIVE PROTECTION.**

(a) Company does not grant exclusive territories, but does provide its franchisees protection against some forms of competition inside a geographic Trade Area. Exhibit B to this Agreement describes the Trade Area that Company has assigned to the Restaurant. Franchisee will enjoy competitive protection in the Trade Area to the extent the following paragraphs of this Section 4 expressly provide. Franchisee will have no protection against competition from Restaurants, Special Outlets or other establishments the physical premises of which are located anywhere outside the Trade Area's physical boundaries, whether or not these establishments market their products and services in, provide Catering or Delivery Service in, or draw customers from the Trade Area. Nor will Franchisee have any protection against competition from foodservice and other operations under the Marks in or at Non-Traditional Venues, whether such Non-Traditional Venues are physically located inside or outside the Trade Area. On the other hand, there will be no limitation on the geographic area in which Franchisee may advertise and promote the Restaurant, or from which the Restaurant may draw customers, or in which Franchisee may provide Catering (although the Operations Manual's product quality standards may effectively limit the size of the area in which Franchisee can provide Catering). In addition, Franchisee will have no protection against competition from restaurants, other retail establishments, or any other distribution channel operated, franchised, licensed, or otherwise permitted by Company or any of its Affiliates under trademarks and brand names other than the Wingstop trademark, whether located or operating inside or outside the Trade Area, even if such restaurants, other retail establishments, and distribution channels offer and sell the same products and services Franchisee's Restaurant sells.

(b) Company and its Affiliates will not open or authorize anyone except Franchisee to operate a Restaurant the physical premises of which are located in the Trade Area. However, this protection will not apply to, and Franchisee will have no competitive protection from, Special Outlets that Company and its Affiliates or another franchisee or licensee (with Company's authorization) operates, either permanently, temporarily or seasonally, in a Mall.

(c) If an opportunity arises to develop a Special Outlet in the Trade Area, Company and its Affiliates promise not to pursue or authorize anyone else to pursue the opportunity without first determining Franchisee's interest in the project and evaluating Franchisee's qualifications to pursue it, except that Company will have no obligation to notify Franchisee of or to consider Franchisee for the opportunity if the facility in which the Special Outlet will operate is a Mall and the Mall's owner or



manager sets financial, experience or organizational standards for an acceptable operator that Franchisee does not satisfy at the time the opportunity becomes available. Franchisee acknowledges that the managers of many Malls will deal only with experienced, institutional food service companies, and that Franchisee may not satisfy their financial, experience or organizational criteria.

(d) In evaluating Franchisee's qualifications to develop and operate a Special Outlet in the Trade Area, Company will take into account Franchisee's financial strength, management and organizational capabilities, prior performance as a Wingstop franchisee, and other factors Company considers relevant to a sound business decision. Company promises to exercise reasonable business judgment in conducting its evaluation, but its decision regarding Franchisee's qualifications will be final and conclusive. If Company decides that Franchisee is qualified to pursue the opportunity, Company and Franchisee will, at Company's option, sign either an amendment to this Agreement or a separate agreement that evidences the nature and extent of Franchisee's rights to operate the Special Outlet. If Company decides that Franchisee is not qualified to pursue the opportunity, Company and its Affiliates will be free to pursue it, either directly or through another franchisee or licensee.

(e) The competitive protection this Section 4 provides Franchisee will not to any extent prohibit or restrict Company or its Affiliates from engaging in the distribution of proprietary sauces and seasonings, shirts, hats and other memorabilia, and other products and merchandise, whether or not identified by or associated with the Wingstop® brand name or logo, to or through commercial establishments that are not affiliated with Company or associated with the Wingstop franchise system, including (for example) department stores, supermarkets and convenience stores. Company and its Affiliates may exercise their distribution rights, both inside and outside the Trade Area, and by doing so will not be deemed to infringe Franchisee's competitive protection rights. As noted in Section 4(a) above, Franchisee will have no protection against competition from restaurants, other retail establishments, or any other distribution channel operated, franchised, licensed, or otherwise permitted by Company or any of its Affiliates under trademarks and brand names other than the Wingstop trademark, whether located or operating inside or outside the Trade Area, even if such restaurants, other retail establishments, and distribution channels offer and sell the same products and services Franchisee's Restaurant sells.

(f) The competitive protection this Section 4 provides Franchisee will not prohibit or restrict Company or its Affiliates from selling proprietary products, Wingstop memorabilia and other merchandise to customers inside the Trade Area through catalogues, telemarketing campaigns, an Internet Website and other direct-order techniques. Company and its Affiliates may distribute catalogues and similar sales solicitation materials in the Trade Area, broadcast television and radio commercials for direct-order merchandise into the Trade Area, initiate telephone contact with and accept telephone orders from residents of the Trade Area, and fill customer orders for direct-order merchandise in the Trade Area, without in any such case being deemed to infringe Franchisee's competitive protection rights.

(g) Franchisee acknowledges and agrees that Company has no express obligation or implied duty to insulate or protect Franchisee's revenues from erosion as the result of the Restaurant's competing with other Restaurants or Special Outlets the physical premises of which are located outside the Trade Area; with Special Outlets located inside the Trade Area as permitted in Section 4(b); with foodservice and other operations under the Marks in or at Non-Traditional Venues, whether such Non-Traditional Venues are physically located inside or outside the Trade Area; with other establishments that sell chicken wings and other menu items under trade names other than Wingstop (including, but not limited to, those operated, franchised, licensed, or otherwise permitted by Company's Affiliates); or as a result of Company's and its Affiliates' competing with the Restaurant in the ways and to the extent this Section 4 provides or contemplates. Franchisee expressly waives and relinquishes any right to assert any claim against Company based on the existence, actual or arguable, of any such obligation or duty.

## 5. MODIFICATION OF CONCEPT, TRADE DRESS AND EQUIPMENT STANDARDS.

(a) Company reserves the right to modify the Restaurant concept, Trade Dress and equipment package from time to time through changes to or a supplement of the Operations Manual for a variety of reasons to protect the quality of the Wingstop brand, products, and services. These reasons include the need to (i) respond to changes in consumer expectations and buying trends, (ii) seize efficiencies made possible by growth of the Wingstop restaurant chain, (iii) implement efficiencies made possible by technological advances or as a result of Company's and its Affiliates' research and development activities, (iv) implement co-branding alliances with other companies, and (v) meet competition. Company reserves the right and discretion to (1) add new and different menu items to the list of authorized Restaurant merchandise, (2) withdraw menu items from the list of authorized Restaurant merchandise, or change their names, recipes and image, (3) change the Trade Dress, equipment and fixtures standards for Restaurants, (4) add or change the standards for customer services (such as Catering and Delivery Service and specifying the maximum, minimum, or other prices that Franchisee may charge for the Restaurant's products and services, in all cases to the extent applicable law allows), (5) abandon the use of equipment, fixtures and merchandising displays for any menu item that is withdrawn from the list of authorized Restaurant merchandise, (6) change uniform requirements, and (7) require the use of new or different electronic data processing and communications equipment and facilities. Depending on the nature of the required modification, Franchisee will have a minimum of 15 days and a maximum of six months to complete any changes, as specified in the Operations Manual or any changes or supplements thereto.

(b) If the addition of a menu item or product to the authorized merchandise list would not require the installation of new fixtures or equipment (other than items classified as small wares), Company may instruct Restaurant franchisees to begin offering the new menu item as of a date specified in a change to or supplement of the Operations Manual. Similarly, if the deletion of a menu item or product from the authorized Restaurant merchandise list would not require the removal of fixtures or equipment (other than items classified as small wares), Company may direct Restaurant franchisees to cease offering the product as of a date specified in a change to or supplement of the Operations Manual. Franchisee will comply with Company's instructions as of the date Company specifies, which need not be more than 30 days after Company distributes the change to or supplement of the Operations Manual.

(c) If Company abandons certain aspects of or adopts changes in the Restaurant operating concept that necessitate the addition or removal of furniture, fixtures, equipment, signs or Trade Dress items, Company may instruct Restaurant franchisees to adapt their Restaurants to the concept change through a change of or supplement to the Operations Manual. Company, in consultation with Franchisee, will establish a schedule for Franchisee to implement the concept change that will depend, among other factors, on the Restaurant's size and age and the amount Franchisee has spent in recent periods to refurbish and upgrade the Restaurant (but subject to the parameters specified at the end of subparagraph (a) above). Franchisee will remove from the Restaurant any items designated as obsolete and will purchase and install any different or additional items specified as meeting new Wingstop standards, all in accordance with the schedule Company establishes for Franchisee's Restaurant.

(d) Company requires that all Restaurants install and maintain a computer-based Information System that permits faster and more accurate communication between Company and Restaurant franchisees. The Information System may involve or include an Intranet network designed and administered for the Wingstop restaurant chain. Franchisee acknowledges that this Section 5 obligates Franchisee to install (i) the type and capacity of computer, POS system with high-speed Internet connection, EMV card reader, modem and peripheral equipment, fax machine, telephone system and audio/visual and any other equipment designated for the System, (ii) customer resource management software or services, digital ecommerce platform, payment provider solutions, and firewall protection, as

Company requires, and (iii) camera systems, ISP, ISP back-up, and telephony equipment Company may approve, and to participate in the Information System in accordance with standards, protocols, terms and procedures included in the Operations Manual or any supplements or changes to the Operations Manual. Franchisee further agrees to install additions, substitutions and upgrades to the hardware, software, and other items in the Information System in order to maintain full operational efficiency and to keep pace with changing technology and updates to System requirements as modified from time to time through the Operations Manual and other peripheral hardware and software not yet determined but which may be designated at a later time as technology needs arise.

(e) If Company allows the Restaurant to participate in any new product test, Franchisee will participate in the test in accordance with Wingstop standards and specifications and will discontinue offering any product that Company decides not to add permanently to the authorized Restaurant merchandise list.

(f) If Franchisee develops or suggests an innovation or improvement that Company decides to incorporate into the Wingstop Restaurant concept or System, either temporarily or permanently, Franchisee will assign ownership of the innovation or improvement to Company without compensation within 90 days after such innovation or improvement is implemented. The sole consideration for the assignment will be Company's giving Franchisee recognition and credit for the innovation or improvement in announcing it to members of the Wingstop restaurant chain.

## **6. COMPANY SERVICES AND ASSISTANCE.**

(a) **Development Stage Assistance.** Company or its designee will provide the following services and assistance to Franchisee before Franchisee opens the Restaurant:

(1) Furnish Franchisee a list that outlines the required manufacturers or brands of the furniture, fixtures, and equipment that Franchisee must install in the Restaurant and the list of pre-approved distributors and suppliers from which to purchase such items. Company or its designee will also provide Franchisee's architect (if Company grants Franchisee's request to use a non-approved architectural and engineering consultant) and general contractor with information about the sequence of events and procedures that must be followed in designing, building out, and equipping a Restaurant, including Franchisee's use of permit expeditors. Current requirements for Franchisee's architect (if applicable) or general contractor will be provided in the Wingstop Real Estate and Construction Guidelines.

(2) Furnish Franchisee lists of the inventory, supplies, paper goods and small-wares needed to stock and operate a Restaurant, together with the names of any designated or approved suppliers, including Company and its Affiliates. These lists include the quality and grade specifications adopted for the Wingstop System for poultry, logo-imprinted paper goods, and other ingredients and supplies Franchisee will need.

(3) (i) Provide a training program at a designated, certified training facility in Dallas, Texas or other remote locations. Once Franchisee receives notice of the date on which the Restaurant's construction will begin or a notice to proceed with construction of the Restaurant, Franchisee will apply for a training date. Franchisee must submit to Company or its designee a status request/management plan for the Restaurant before registering for training. Candidates will be approved to attend training only after meeting the following requirements: all training attendees complete a nationally-recognized health certification course; all Restaurant financing has been secured and supporting documentation is received and confirmed by the Wingstop Construction Department; AIA Construction Contract, Contractor's Construction Schedule, Building Permit, a copy of the invoice for the

Restaurant telephone system set-up, and verification of credit card and gift card set-up are received and confirmed by the Wingstop Construction Department; Franchisee pays a fifty percent (50%) deposit for the Restaurant's signage and equipment (including the POS system) and Company or its designee receives and confirms the supporting documentation; the approved Broad Line distributor account is set up with an approved credit line; and the Wingstop Construction Department issues a Notice to Proceed at least one week before the first day of the training class. Training typically will not be scheduled until that time. However, at its discretion, Company may allow earlier scheduling if Franchisee provides proof that its financial institution requires evidence that Franchisee has completed and passed the training program. If this Agreement relates to Franchisee's first Restaurant, training will be provided without tuition charge for Franchisee (or, if Franchisee is a Business Entity, its Designated Principal) and its General Manager (or for Franchisee or its Designated Principal and an Assistant Manager if Franchisee or its Designated Principal will act as the General Manager). (If Franchisee or its Designated Principal does not plan to be the Restaurant's full-time General Manager, Company requires attendance at training by Franchisee or its Designated Principal and at least two full-time managers who will be primary in operating and managing the Restaurant. If Franchisee or its Designated Principal does not plan to be the Restaurant's full-time General Manager but Franchisee can demonstrate to Company that it has overseen the operation of at least five restaurants for at least the past three years and that the individuals involved in the operation of those restaurants intend to oversee the Restaurant's operation, Company may, in its sole judgment, approve Franchisee's written request to waive a portion of the owner training requirement and allow Franchisee or its Designated Principal to attend a one-week training class.) If this Agreement relates to Franchisee's second or subsequent Restaurant, training will be provided without tuition charge for the new General Manager. Subject to availability of pupil space and to payment of a reasonable tuition charge, Franchisee may re-enroll or enroll other managers in the training program from time to time for initial or refresher training. In all cases, Franchisee must pay the travel, lodging and incidental expenses that Franchisee, the General Manager and Franchisee's other designated trainees incur to attend the training program. If Franchisee's General Manager leaves Franchisee's employment at the Restaurant, Franchisee must notify Company promptly and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which will in no case exceed 30 days from the date the former General Manager departed.

(ii) If Company or its designee determines that Franchisee (or the Designated Principal), the General Manager and/or the Assistant Manager is unable to complete initial training to Company's or its designee's satisfaction, Company has the right to postpone the opening until two qualified and fully-trained candidates are available.

(iii) Company may, at its sole discretion, require supplemental, refresher training or recertification examination for Franchisee (or the Designated Principal) and its managers. If they fail the recertification exam, they must apply for and attend the next scheduled 4-week training program. Only those General Managers who have completed the Wingstop training program may train other general managers on the System.

(4) Upon application to attend training, send Franchisee authorization and dates for attendance, the guidelines for which are stated on the Wingstop Intranet or by electronic communication to the email address provided by Franchisee.

(5) If Franchisee is involved in the transfer or sale of any interest in the Restaurant, the potential owner or interest holder must be approved by Company through the normal application approval process and approved for training. Any new owner designated as Designated Principal, along with any new General Manager of the Restaurant, is required to complete the training program before the transfer or sale occurs. The buyer or transferee must execute a transfer addendum that states that, notwithstanding Section 13, the buyer or transferee does not have a right to take over the Franchisee

Agreement or Restaurant without Company's prior written approval. The buyer or transferee must also sign any release forms Company requires.

(6) When Franchisee receives a Notice to Proceed, loan Franchisee one set of, or otherwise give Franchisee access to, the Operations Manual and other relevant training materials. Company may charge Franchisee a reasonable fee if Company agrees to give Franchisee more than one copy of its Operations Manual and training materials (although Company has no obligation to give Franchisee more than one copy). Company may auto-debit this fee, the amount of which may change periodically during this Agreement's term, from Franchisee's bank account.

(7) Provide direction to Franchisee's architect and general contractor with all procedures to be followed during the design and construction phases. No changes to the Wingstop design and construction procedures will be allowed.

(8) Help Franchisee find a supplier of poultry, ingredients, produce, beverages, paper goods, and supplies that meet Wingstop specifications. If Company and Franchisee cannot locate a suitable supplier of any required item, Company or its designee will arrange for a qualified supplier to drop ship the item to Franchisee, at Franchisee's expense.

(9) All monies due and owing to Company must be paid in full before Franchisee may open the Restaurant.

(b) **Operational Assistance.** Company or its designee will provide the following services and assistance to Franchisee after the Restaurant opens:

(1) If the Restaurant is Franchisee's first Restaurant, send two Opening Restaurant Trainers to the Restaurant for a minimum of two days prior to the scheduled opening date and up to twelve days after the date the Restaurant opens. The Opening Restaurant Trainers will assist Franchisee in training its supervisory staff on the Wingstop System and ensuring that all supervisory staff members are working in accordance with the operating system detailed in the Wingstop Operations Manual. This training will not concern matters relating to labor relations and employment practices. If the Restaurant is Franchisee's second or later Restaurant, Company or its designee may send a Franchise Business Consultant and/or Opening Restaurant Trainer(s) for the amount of time it considers adequate.

(2) Advise and assist Franchisee in planning publicity and promotions for the Restaurant's opening.

(3) Make its staff accessible to the General Manager for consultation by telephone, written communication, e-mail and other forms of electronic communication. Company or its designee will occasionally visit the Restaurant to conduct QSC Inspections, but will not provide any supervision of the Restaurant's employees.

(4) Arrange for the production and distribution of Wingstop proprietary sauces and seasonings used in the preparation of chicken wings and certain other menu items. Company or its designee will arrange for these items to be produced in quantities sufficient to satisfy the Restaurant's reasonable needs. Company will be relieved of any obligations to Franchisee under this Section 6(b)(4) if Franchisee fails to maintain a satisfactory payment history with the distributor from which Franchisee purchases inventory, or if Franchisee becomes significantly or habitually late in paying royalties or marketing fees.

(5) Give Franchisee access to additions and supplements to the Operations Manual as they become available and disclose to Franchisee additional Trade Secrets, if any, developed that relate to the operation of Restaurants.

(6) So long as Franchisee complies with Franchisee's financial, operational and reporting obligations under this Agreement, invite Franchisee to attend (at Franchisee's expense) all conventions, seminars and other franchisee-oriented functions Company or its designee from time to time plans and sponsors. Franchisee may be charged a fee to attend the Convention.

(7) Permit Franchisee to purchase equipment, inventory, supplies or certain services that are not available through the Purchasing Cooperative from or through any distribution network that is designated or approved by Company in writing and meets the Wingstop System standards.

Company will not be liable to Franchisee for any loss or damage, or be deemed to be in breach of this Agreement, if Company cannot deliver or cause to be delivered, or if Company's Affiliates or designated sources or approved suppliers cannot deliver, all of Franchisee's orders for products, merchandise, equipment, supplies, and other items when such items are out-of-stock or discontinued.

(8) Company and its Affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with Company, its Affiliates, Franchisee, and other franchisees and to use all amounts received without restriction for any purposes Company and its Affiliates deem appropriate; provided, however, that Company and its Affiliates will not receive rebates calculated solely on the basis of actual volumes of purchases of equipment, inventory, supplies or services through the Purchasing Cooperative that improve Company's profitability, as determined in accordance with Generally Accepted Accounting Principles; and further provided that nothing in this Agreement shall restrict any of Company or its Affiliates from receiving payments for its own account relating to or arising from the sale or distribution of beverage dispensing systems, beverages, and other associated branded products and to use all amounts received without restriction for any purposes Company and its Affiliates deem appropriate.

## **7. FRANCHISEE'S PERFORMANCE.**

(a) **Business Entity Requirements.** If Franchisee is a Business Entity, the following requirements apply:

(1) Franchisee must be newly organized and its Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Wingstop Restaurants.

(2) True, complete and duly authenticated copies of Franchisee's Charter Documents and of a resolution of Franchisee's board of directors, general partner or other managing body authorizing Franchisee to enter into and perform this Agreement must be furnished to Company prior to the execution of this Agreement.

(3) Franchisee's Charter Documents must impose transfer restrictions that give effect to Section 13(a), and each certificate representing an ownership interest in Franchisee must contain or have conspicuously noted upon its face a statement in a form satisfactory to Company to the effect that any assignment or transfer of the certificate is subject to all restrictions this Agreement imposes on transfers and assignments.

(4) Franchisee must complete the information required in Exhibit E before signing this Agreement or opening the Restaurant, as Company specifies, and furnish a current version of the list to Company within 10 days after any change (some of which changes are subject to Section 13) and upon

Company's request. Each Person Company designates, including Principals who need not sign the Guaranty, General Managers, and Assistant Managers, must, if they have access to Trade Secrets and other Confidential Information, be required to sign an agreement in the form Company approves undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

**(b) Pre-Construction Procedures/Architecture and Construction Services.**

(1) If the Restaurant will be located within the continental United States, Franchisee must use service providers appearing on the listing of approved Wingstop site surveyors, permit expeditors, and architectural and engineering consultants, as licensed in the applicable state in which the Restaurant will be located. Company may, in its sole judgment, waive the requirement that Franchisee use approved Wingstop site surveyors, permit expeditors, and architectural and engineering consultants for experienced restaurant developers who submit a written request together with any additional documents and information Company or its designee requests. If Company allows Franchisee to use a previously non-approved site surveyor, permit expeditor, or architectural and engineering consultant, Company requires that it meet certain criteria outlined in the Wingstop Real Estate and Construction Guidelines. To ensure use of the prototypical equipment design and content for the proposed Restaurant, Company or its designee will assist the consultant in preparing the Restaurant's preliminary (*i.e.*, schematic) equipment layout consistent with the prototypical provisions of the applicable state's architectural and engineering board of professional examiners. Franchisee's consultant must be approved by Company or its designee before Company or its designee will provide assistance. If Franchisee does not receive Company's prior approval to use its own consultant, Franchisee's construction process may be delayed.

(2) Within 15 days after Franchisee selects an architect (if Company grants Franchisee's request to use a previously non-approved architectural and engineering service), Franchisee must submit for approval a complete set of construction documents for the Restaurant, including mechanical, electrical and plumbing specifications. Franchisee's consultant must develop the documents in accordance with Wingstop standards and the information provided. The documents will be subject to Company's or its designee's review and approval. Franchisee agrees to defer signing contracts for the Restaurant's construction, equipment, fixtures, or signage until Franchisee has received Company's or its designee's written approval of Franchisee's final construction documents.

(3) Franchisee must furnish Company with an executed lease within five days after its execution. Within 30 days after the Effective Date (if not done previously), Franchisee must locate and furnish Company or its designee the name of an experienced restaurant architect (if Company grants Franchisee's request to use a previously non-approved architectural and engineering service).

(4) If Company allows Franchisee to use a site surveyor consultant whom Company has not pre-approved, Franchisee must furnish Company or its designee the name of an experienced site surveyor consultant who has experience with restaurants. The consultant must furnish Company or its designee with at least five client references. Company or its designee will advise Franchisee of any reservations it has about the consultant's reputation or ability within 10 calendar days after it receives this information. If Franchisee's proposed site surveyor consultant is not approved, Franchisee must use one of Company's approved site surveyor consultants.

(5) If Company allows Franchisee to use a permit expeditor consultant whom Company has not pre-approved, Franchisee must furnish Company or its designee the name of an experienced permit expeditor consultant who has experience with restaurants. The consultant must furnish

Company or its designee with at least five client references. Company or its designee will advise Franchisee of any reservations it has about the consultant's reputation or ability within 10 calendar days after it receives this information. If Franchisee's proposed permit expeditor consultant is not approved, Franchisee must use one of Company's approved permit expeditor consultants.

(6) If Company allows Franchisee to use a general contractor whom Company has not pre-approved, Franchisee must furnish Company or its designee the name of an experienced general contractor who has built at least two restaurants that engage primarily in frying operations. The contractor must furnish Company or its designee a statement of the contractor's qualifications as referenced in the Operations Manual, including at least five client references and a copy of the construction contract the contractor proposes to sign with Franchisee. Company or its designee will have 10 calendar days after it receives these documents to advise Franchisee of any reservations it has about the contractor's reputation or ability. If Franchisee decides not to hire a particular contractor, Franchisee will have an additional 15 days to locate another general contractor and to submit the new candidate's qualifications to Company or its designee for review.

(c) **Construction and Operations.** In connection with the construction and operation of the Restaurant, Franchisee agrees to fulfill the following requirements and perform the obligations and observe the restrictions stated in this Section 7(c):

(1) Franchisee will construct, finish out, equip, furnish and decorate the Restaurant in compliance with Wingstop equipment, Trade Dress, Information System, and signage specifications and the construction documents Company or its designee approves in accordance with Sections 7(b)(1) and (2). After the Restaurant opens, Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress in any fashion without Company's express prior permission.

(2) Franchisee will affix to an exterior window or display prominently on an interior wall of the Restaurant a decal or placard containing the following statement: "This restaurant is owned, operated, and managed by [FRANCHISEE] under a license from Wingstop Franchising LLC," and never make a statement or representation to any person that is contrary to or inconsistent with Section 22 of this Agreement.

(3) Franchisee (or its Designated Principal) will attend and send the General Manager to the training program described in Section 6(a)(3). Both Franchisee (or its Designated Principal) and the General Manager must complete the Wingstop training program (including all training hours) with a passing grade before the Restaurant may open for business.

(4) As soon as Franchisee obtains a telephone number for the Restaurant, Franchisee will sign and deliver to Company an Assignment of Telephone Number(s) for the number in the form attached to this Agreement as Exhibit D. If the Restaurant's telephone number changes during the franchise term, or if Franchisee adds additional lines for a modem or other purposes, Franchisee will promptly sign and deliver to Company a new Assignment of Telephone Number(s) for the new or additional number(s).

(5) Franchisee will open the Restaurant for business not later than the Scheduled Opening Date specified beneath the signature block of this Agreement and will operate it continuously throughout the entire term of the franchise solely under the Wingstop trade name and System. If the Restaurant's completion is interrupted by a natural disaster, fire or other casualty, labor dispute, materials shortage, or similar event over which Franchisee lacks control (although such "force majeure" events do not under any circumstances include Franchisee's financing delays or difficulties), the Scheduled Opening Date will be extended for the time reasonably necessary to remedy the effects of the occurrence.



If the Restaurant is located in a core market (currently, the Dallas-Fort Worth, El Paso (Las Cruces), Harlingen-Wslco-Brnsvl-McA, Houston, Laredo, or San Antonio, Texas DMAs; the Los Angeles, California DMA; or the Las Vegas, Nevada DMA), Franchisee must spend at least \$5,000 to market the Restaurant's opening within three months after the Restaurant's opening date (the "Grand Opening Period") and send Company proof of paid invoices for such marketing no later than 90 days after the end of the Grand Opening Period. If the Restaurant is located in an emerging market (currently, the Albuquerque-Santa Fe, New Mexico DMA; Chicago, Illinois DMA; Denver, Colorado DMA; Miami-Ft. Lauderdale, Florida DMA; Reno, Nevada DMA; Monroe-El Dorado, Louisiana DMA; Monterey-Salinas, Sacramento-Stkton-Modesto, San Diego, or San Francisco-Oak-San Jose, California DMAs; Phoenix (Prescott) or Tucson (Sierra Vista), Arizona DMAs; or Abilene-Sweetwater, Amarillo, Austin, Corpus Christi, Lubbock, Odessa-Midland, Tyler-Longview (Lfkn & Ncgd), Victoria, or Waco-Temple-Bryan, Texas DMAs), Franchisee must spend at least \$10,000 to market the Restaurant's opening during the Grand Opening Period and send Company proof of paid invoices for such marketing no later than 90 days after the end of the Grand Opening Period. If the Restaurant is located in a market outside of both the core and emerging markets, Franchisee must spend at least \$15,000 to market the Restaurant's opening during the Grand Opening Period and send Company adequate proof of paid invoices for such marketing no later than 90 days after the end of the Grand Opening Period. If Franchisee fails to provide Company with proof of paid invoices for such marketing, equaling the minimum amount required for the particular market, within 90 days after the end of the Grand Opening Period, Company will draft the remaining balance from Franchisee's account and contribute that amount to the Ad Fund.

(6) Franchisee will (i) comply with and adhere to the policies and procedures set forth in the Operations Manual, as revised and supplemented from time to time, (ii) follow Wingstop procedures in the storage, preparation, presentation and dispensing of chicken wings, other authorized menu items, and other authorized Restaurant merchandise and the acquisition of items from Approved Vendors, (iii) purchase and use fresh, processed and prepackaged ingredients that satisfy or exceed the minimum grade or quality standards specified from time to time for the Wingstop System, (iv) purchase from Company or a source Company designates and exclusively use Wingstop® brand sauces and seasonings and other proprietary products specially produced for the Wingstop restaurant chain, and (v) purchase equipment, inventory, supplies and services only from the Purchasing Cooperative or, if not available from the Purchasing Cooperative, from suppliers designated or approved for the Wingstop System from time to time, the number of which may be limited by Company.

(7) Franchisee will provide appropriate training, supervision and security for all personnel employed in the Restaurant, maintain standards of prompt and courteous customer service, and instruct all employees of the Restaurant in the proper use and display of the Marks and the confidential handling of the Trade Secrets and the Operations Manual, as stated in Section 12.

(8) Franchisee will ensure that all of the Restaurant's employees follow Wingstop grooming and dress code standards and wear the Wingstop uniform items developed for the Wingstop System.

(9) Franchisee will notify Company promptly of any change in the General Manager and send any new General Manager to attend and satisfactorily complete the Wingstop training program.

(10) [Intentionally Omitted]

(11) Franchisee will offer all foods and beverages included on the standard Wingstop menu, as revised from time to time, in compliance with Company's product pricing standards and specifications. Franchisee will not offer any foods, beverages or other merchandise that is not included on the authorized Wingstop Restaurant merchandise list, as revised from time to time, without Company's

prior written consent; provided, however, that Company will not specify on the menu or merchandise list the brands of any alcoholic beverages, beer or wine to be sold at the Restaurant by Franchisee.

(12) Franchisee will imprint the Wingstop logo on all cups, containers, bags, take-out menus and other paper goods used in the Restaurant in accordance with instructions contained in the Operations Manual, and will purchase items imprinted with the Wingstop logo® only from designated or approved suppliers.

(13) Franchisee will purchase, as they become available, and display in the Restaurant all (i) product identification materials, (ii) point-of-purchase promotional materials, (iii) promotional memorabilia, merchandise and prizes, and (iv) other advertising and marketing materials created or authorized by Company or its designee for use by Restaurant operators. Franchisee will purchase these materials from a designated or approved source.

(14) At Company's request, Franchisee will display at its own expense in a prominent, accessible place a "franchise opportunity" display for the purpose of increasing public awareness of the availability of Restaurant franchises.

(15) Franchisee will use the Marks, the Trade Secrets, the Operations Manual and other Copyrighted Materials in strict compliance with Section 12 and in a manner tending to promote the goodwill and public image of the Wingstop franchise system and comply with all Wingstop requirements regarding use of Social Media, public statements, and publicity in connection with the Restaurant's operation or otherwise referencing the Wingstop System.

(16) Franchisee will follow Wingstop System procedures in maintaining and cleaning the Restaurant's equipment and fixtures, and will maintain the customer seating, kitchen, storage and restroom areas of the Restaurant in a safe and sanitary condition at all times.

(17) Franchisee will maintain the physical appearance and integrity of the Restaurant in accordance with the repair, refurbishing and remodeling standards stated in the Operations Manual.

(18) Franchisee will permit Company representatives to conduct unannounced QSC Inspections of the Restaurant at any time during normal business hours (such QSC Inspections are not limited to audits, photocopies and videotaping of the Restaurant's business operations and records, other than records which Company and its Affiliates have no authority to control and/or remedy, such as Restaurant employee records, as Franchisee controls exclusively its labor relations and employment practices) and to interview the Restaurant's employees and customers. Franchisee must promptly correct any condition noted as "unsatisfactory" or "needs improvement" in a QSC report.

(19) Franchisee will maintain Restaurant business hours and days of operation in accordance with System standards and the Operations Manual.

(20) Franchisee will comply strictly with all federal, state and local laws and government regulations applicable to Franchisee's franchised business, including those relating to taxation, employment and promotion practices, employee wages, child and immigrant labor, disabled persons, workers' compensation, truth-in-advertising, occupational safety and health, and sanitation. Franchisee also must furnish Company copies of any licenses and certifications it is required to have to operate the Restaurant.

(21) Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information

System specified from time to time in the Operations Manual, (iv) install and continually maintain a telephone line for the Restaurant's modem, and (v) furnish Company the modem's telephone number, as originally assigned and as changed from time to time. If the Restaurant is Franchisee's first Wingstop Restaurant, then Franchisee must use bookkeeping services provided by the Wingstop system's designated franchise accounting providers for at least the first 12 months of the Restaurant's operation if Company determines in its discretion that Franchisee does not have readily-available accounting service providers or employees who can furnish required reports and other financial information in compliance with minimum Company standards. If Company requires Franchisee to use its designated franchise accounting service, Franchisee may, after 12 months, seek approval to use accounting services other than the Wingstop system's designated franchise accounting providers. Company may (but is not required to) approve Franchisee's request if Company is satisfied that Franchisee's requested accounting service is capable of furnishing the reports and other financial information required by this Agreement in compliance with the Wingstop system's minimum standards.

(22) Franchisee will accurately calculate and report Gross Sales to Company at the times and through the procedures Company from time to time specifies (including electronic means). Franchisee acknowledges that Company may electronically poll the Restaurant's Information System to obtain Gross Sales data as well as other financial and operating information, excluding employee or employment-related information. Franchisee agrees to maintain continual data network access to the Restaurant's Information System for use by Company or its designee.

(23) Franchisee will furnish Company copies of all annual federal and state income tax returns, and all sales tax returns, filed by Franchisee with respect to the Restaurant's income or sales no later than five days after they have been filed. Franchisee hereby authorizes, and agrees to execute any documents deemed necessary to effect authorization from, all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which Franchisee does business to disclose to Company any requested financial information in their possession relating to Franchisee or the Restaurant. Franchisee authorizes Company to disclose data, excluding employee or employment-related data, from Franchisee's reports (including to third parties) if Company determines that such disclosure is necessary or advisable.

(24) Franchisee must maintain up-to-date business records and will permit Company or its designee, at any time during the term of the franchise and for three years after it expires or terminates, to conduct a special audit of Franchisee's books and records (other than those records which Company and its designee have no authority to control and/or remedy, such as Restaurant employee records, as Franchisee controls exclusively its labor relations and employment practices) relating to the Restaurant's operation. To assist Company in planning and conducting its audit program, Franchisee expressly authorizes Company or its designee to obtain from any vendor with which Franchisee does business copies of invoices and other sales data related to Franchisee's account with the vendor. Company also may require Franchisee to provide business records (other than those records which Company has no authority to control and/or remedy, such as Restaurant employee records, as Franchisee controls exclusively its labor relations and employment practices), including, but not limited to, bookkeeping and accounting records, invoices, and sales tax records. If an audit establishes that Franchisee's royalty/marketing fee reports or profit and loss statements have understated Gross Sales for any fiscal year or other period reviewed by more than one percent (1%), or if Company's desire to audit is prevented or impeded by Franchisee's failure to maintain or provide the necessary records and information, Franchisee must pay the audit's cost, including the travel, lodging and meal expenses of the persons who conduct or attempted to conduct the audit. Otherwise, Company or its designee will bear the audit's entire cost. Franchisee must promptly pay Company, its designee, or other third parties, as applicable, any royalty, Ad Fund contribution, local advertising fee, marketing fee, and other payment deficiencies established by an audit, together with interest as provided in Section 14.

(25) Within 30 days after the end of each calendar quarter, Franchisee must furnish Company with a quarterly balance sheet and profit and loss and cash statements for the Restaurant. Franchisee will maintain complete and accurate books and records relating to the operation of the Restaurant in accordance with Section 7(c)(21) and Section (7)(c)(24), permit Company representatives to inspect such books and records at reasonable times and, within 45 days after the end of each fiscal year of the Restaurant, submit to Company a balance sheet, income statement and statement of cash flow for the year then ended. These financial statements must disclose separately the items specified by Company on forms provided to Franchisee and be prepared in accordance with the accounting principles and practices Company prescribes. If Franchisee is at any time required to furnish any lender, lessor, government agency or other person any financial statements with respect to Franchisee's franchised business, Franchisee must concurrently furnish Company a copy of such financial statements. Franchisee must maintain for at least three years from the dates of their preparation full, complete, and accurate books, records, and accounts, including, but not limited to, sales slips, coupons, purchase orders, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers in accordance with Wingstop requirements.

(26) (i) Franchisee will carry continuously during the term of the franchise insurance of the types (including property, workers' compensation, liquor liability and various special liability coverages), in the amounts, and with the coverages the Operations Manual specifies from time to time. Until the Operations Manual specifies otherwise, Franchisee will carry Comprehensive General Liability insurance, including Products & Completed Operations coverage, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, with Follow Form Umbrella/Excess Liability Policy with limits not less than \$2,000,000 per occurrence and in the aggregate; Dram Shop Liquor Liability Insurance with limits not less than \$1,000,000 per occurrence and in the aggregate; Statutory Workers' Compensation insurance, including Employer's Liability coverage, with limits not less than \$500,000; Automobile Liability insurance with a combined single limit of \$1,000,000 for any owned, hired or non-owned automobile used in the course of Franchisee's business; Business Property Insurance that extends coverage on a replacement cost basis for business personal property, including electronic equipment, tenant improvements and betterments, and business income and extra expense. Covered causes of loss should be "Special" or "All Risk" with coinsurance conditions not less than eighty percent (80%). Also required is coverage for Flood for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V"; Employment Practices Liability insurance with limits not less than \$250,000 (claims made policy form is acceptable); and other insurance required by the state or local authority where the Restaurant is located. Each policy must (1) be obtained from an insurance carrier that has and maintains an A.M. Best's financial strength rating of A- (Excellent), Class VIII (\$100M to \$250M policy holder surplus), or better, and is authorized to conduct business in the state in which Franchisee resides, (2) name Company and its parent companies, subsidiaries, and all other Affiliates, and their respective officers, directors, shareholders, agents, representatives, and employees, as additional insureds for claims arising from Franchisee's products and/or operations and include a waiver of subrogation in favor of Company (except in the case of business personal property), (3) respond on a primary and non-contributory basis to any insurance carried by Company or its Affiliates, (4) not otherwise limit coverage for tort liabilities assumed in this Agreement, (5) provide for a deductible of not more than \$1,000 per occurrence, (6) contain no provision that limits or reduces Franchisee's coverage on account of a claim against Franchisee by Company, and (7) provide for not less than 30 days' prior notice to Company of change, cancellation or non-renewal.

(ii) Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect, both prior to the opening of the Restaurant and annually within five days after each policy renewal date. If Franchisee fails to maintain the required insurance, Company or its designee may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company or its designee for the

premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within 10 days after Company or its designee submits a statement for its costs.

(27) (i) Franchisee must defend, indemnify, and hold harmless Company and its Affiliates, and their successors and assigns, and each of their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, the “Indemnified Parties”) from and against all Losses (defined below) which any of the Indemnified Parties may suffer, sustain, or incur as a result of a claim asserted or inquiry made formally or informally, or a legal action, investigation, or other proceeding brought, by a third party and directly or indirectly arising out of the Restaurant’s operation, Franchisee’s conduct of business under this Agreement, or Franchisee’s breach of this Agreement, including any allegation that Company or another Indemnified Party is a joint employer or otherwise responsible for Franchisee’s acts or omissions relating to the Restaurant’s employees. Company will promptly notify Franchisee of any claim that may give rise to a claim of indemnity under this provision, provided, however, that its failure to provide such notice will not release Franchisee from its indemnification obligations under this Section (7)(c)(27) except to the extent Franchisee is actually and materially prejudiced by such failure. Franchisee has the right, upon written notice delivered to the Indemnified Party within 15 days thereafter assuming full responsibility for Losses resulting from such claim, to assume and control the defense of such claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of such counsel’s fees and disbursements. If (a) the Indemnified Party has been advised by counsel that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to Franchisee and, in the Indemnified Party’s reasonable opinion, Franchisee’s counsel could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with Franchisee’s interests, or (b) Franchisee does not assume responsibility for such Losses in a timely manner or fails to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party will have the right to employ counsel of its own choosing, and Franchisee must pay the fees and disbursements of such Indemnified Party’s counsel as incurred. In connection with any claim, the Indemnified Party or Franchisee, whichever is not assuming the defense of such claim, will have the right to participate in such claim and to retain its own counsel at such party’s own expense. Franchisee or the Indemnified Party (as the case may be) agrees to keep the other reasonably apprised of, and respond to any reasonable requests concerning, the status of the defense of any claim, and Franchisee and the Indemnified Party agree to cooperate in good faith with each other with respect to the defense of any such claim. Franchisee may not, without the Indemnified Party’s prior written consent, (1) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Party and its Affiliates, direct and indirect owners, directors, managers, employees, agents and representatives, or (2) settle or compromise any claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments which will be paid by Franchisee. No claim which is being defended in good faith by Franchisee in accordance with this Section (7)(c)(27) may be settled by the Indemnified Party without Franchisee’s prior written consent. Notwithstanding anything to the contrary in this Section (7)(c)(27), if a claim involves the Marks, Franchisee agrees that Company has the exclusive right to assume the defense of such claim, at Franchisee’s expense with counsel selected by Company, but reasonably satisfactory to Franchisee.

(ii) Franchisee has no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party’s gross negligence, willful misconduct, or willful wrongful omissions.

(iii) For purposes of this Section (7)(c)(27), “Losses” include all obligations, liabilities, damages (actual, consequential, or otherwise), and defense costs that any Indemnified Party

incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, and alternative dispute resolution.

(iv) Franchisee's obligations in this Section (7)(c)(27) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against Franchisee under this Section (7)(c)(27). Franchisee agrees that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this Section (7)(c)(27).

(28) Franchisee will not, without Company's prior written consent and without complying with Section 13, sell any interior or exterior sign bearing or representing any of the Marks, sell all or substantially all the Restaurant's assets, or assign or sublease the Restaurant's premises to any Person who has not agreed in accordance with Section 13 to continue operating a Restaurant in the premises.

(29) Company requires Franchisee to pay the then-current tuition fee for Franchisee and/or any of Franchisee's employees who attend the Convention. This tuition fee will help defray the costs of such Convention. The current tuition fee is \$500 per person. Company reserves the right, in the future, to require each Franchisee to pay the then-current Convention tuition fee, whether or not Franchisee attends the Convention.

(30) Franchisee must participate in, and comply with the requirements of, any gift card, customer loyalty or retention, SMS/mobile, or special promotional program that Company implements for all or part of the Wingstop Restaurant system and sign the forms and take the other action that Company requires in order for Franchisee to participate in such programs. Franchisee may not participate in any such type of competing or conflicting programs at the local level or, if one is formed, within the sphere of the Area Cooperative.

(31) Franchisee agrees to notify Company within five days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency, or other governmental instrumentality which names Franchisee, any Controlling Principal, the Designated Principal, or the Restaurant's General Manager as a party or otherwise concerns the operation of the Restaurant or Franchisee's financial condition.

(32) Franchisee must furnish Company with copies of any amendments, riders, or renewals to the lease within 10 days after execution.

(33) Franchisee may solicit and collect tips on the revenues that the Restaurant receives from the sale of, or the provision of services with respect to, food, beverages, and other merchandise. Tipping shall be allowed only through the POS or, to the extent available, via online ordering. Tip jars are not permitted anywhere in the Restaurant. Any tips collected or received are intended to be for the benefit of Restaurant employees, and Franchisee should properly allocate and disburse tips in accordance with its terms and conditions of employment as well as any applicable federal, state, and local law. For the sake of clarity, any tips collected or received in accordance with this Section are not included in the calculation of Gross Sales.

(34) Franchisee shall participate in, and become a member of, the Purchasing Cooperative designated by Company and approved by a majority vote of the Wingstop Franchisee Advisory Council. Franchisee shall execute a membership agreement in form and substance required by

the Purchasing Cooperative and purchase all of its equipment, inventory, supplies, and certain services from the Purchasing Cooperative.

## **8. ADVERTISING AND PROMOTIONS.**

### **(a) Ad Fund.**

#### **(1) Contribution Rate.**

(i) There is a segregated not-for-profit advertising fund (“Ad Fund”) administered for the purpose of enhancing the goodwill and public image of the Wingstop System through advertising and promotions at the national and local levels. All Restaurants, whether operated by Company, its Affiliates, or franchisees, are obligated to make contributions to the Ad Fund.

(ii) Franchisee shall make contributions to the Ad Fund in the manner (including payment by automatic debit) and at the rate Company establishes.

(iii) Increases, but not decreases, in the Ad Fund contribution rate may be authorized in accordance with Section 8(a)(9) or Section 8(b)(1); otherwise, Company may not establish (y) an Ad Fund contribution rate in excess of five and one-half percent (5.5%) of Gross Sales or (z) an Ad Fund contribution rate and a Local Advertising Amount which, in the aggregate, exceed five and one-half percent (5.5%) of Gross Sales. In no event shall the aggregate of the Ad Fund contribution rate and the Local Advertising Amount (defined in Section 8(b)) be less than five and one-half percent (5.5%) of Gross Sales (unless Company authorizes otherwise).

(iv) Company has the right from time to time to direct Franchisee to allocate a percentage of Franchisee’s Ad Fund contribution to the Local Advertising Amount required pursuant to Section 8(b) and may decide subsequently to reallocate all or part of such allocated percentage to the Ad Fund contribution rate.

(v) If franchised Restaurants in the Wingstop system contribute to the Ad Fund at differing rates due to the different form(s) of Franchise Agreement under which they operate, all Restaurants operated by Company or its Affiliates may contribute to the Ad Fund at the lowest percentage rate at which any franchised Restaurants then contribute.

(vi) Within a reasonable period of time after the first day of each calendar year, Company will deliver to the Franchisee Advisory Council the budget for the Ad Fund activities reasonably expected to occur during that year pursuant to Section 8(a). Within a reasonable period of time after the last day of each calendar year, Company will deliver to the Franchisee Advisory Council an accounting of the Ad Fund activities for the prior year. Company will consult with the Franchisee Advisory Council from time to time regarding the strategies employed in the administration of the Ad Fund.

(2) Company or its designee will direct all advertising and promotions that the Ad Fund finances, with sole control over and ownership of the creative concepts, graphics, materials, communications media, customer data and endorsements used and their geographic, market, and media placement and allocation. The Ad Fund may pay for creating, preparing, and producing video, audio, and written materials, graphics, and electronic media; developing, implementing, operating, and maintaining the Wingstop Website, App, Intranet and/or related strategies (including, without limitation, paying for all related technology expenditures); administering national, regional, multi-regional, and local advertising, sponsorships and promotions, including, without limitation, purchasing media advertising, conducting direct mail and other direct marketing campaigns, doing on-line Internet advertising and marketing

(including paying click-through charges to search engines, banner advertising sources, and advertising host sites), conducting research and other advertising and promotions tactics, and using advertising, promotions, customer relation management, graphic design, marketing, and research agencies and other advisors to provide assistance; supporting public relations, market research, customer satisfaction surveys, and other advertising, promotions, and research activities; paying dues for membership and participation in franchising and industry associations; paying third-party vendors to customize advertising and promotions materials for in-Restaurant and local use by franchisees; and engaging in other brand enhancement activities. The Ad Fund periodically may give Franchisee samples of and access to advertising and promotions formats and materials at no cost. Company or its designated sources may sell Franchisee multiple copies of these materials at their direct production cost, plus any related shipping, handling, and storage charges. If customized copies are provided, Franchisee may be charged a reasonable customization fee. In all cases, Franchisee must pay to reproduce, place, and run any of these materials in any local advertising campaign that Franchisee pursues independently of the Ad Fund.

(3) Company and its designee will account for the Ad Fund separately from their other monies (although they need not keep Ad Fund contributions in a separate bank account) and not use the Ad Fund for any of their general operating expenses. However, the Ad Fund may be used to pay (a) the salaries and benefits of personnel who manage and administer the Ad Fund and work on Ad Fund business/activities; (b) the Ad Fund's other administrative costs; (c) travel expenses of personnel while they are on Ad Fund business; (d) meeting costs, including franchisee conferences; (e) overhead relating to Ad Fund business; (f) a management fee for the entity managing the Ad Fund; and (g) other expenses that Company or its designees incur in activities reasonably related to administering or directing the Ad Fund and its programs and collecting and accounting for Ad Fund contributions, including, without limitation, taxes payable on Ad Fund contributions received, conducting market research, public relations, and creating, preparing, and producing advertising, promotions, and marketing materials.

(4) Although the Ad Fund is not a trust, all Ad Fund contributions will be held for the contributors' benefit and used only for the purposes described in this Section 8(a). Neither Company nor its designee owes any fiduciary obligation to Franchisee for administering the Ad Fund or any other reason. The Ad Fund may spend in any fiscal year more or less than the total Ad Fund contributions in that year or the unspent contributions then available in the Ad Fund (if rolled over from a previous year), borrow from any source (paying reasonable interest) to cover deficits, or invest any surplus for future use. All interest earned on Ad Fund contributions will be used to pay costs before the Ad Fund's other assets are used. At the end of the fiscal year, any unused Ad Fund contributions will roll over for use during the following fiscal year.

(5) Company or its designee may have the Ad Fund audited annually, at the Ad Fund's expense, by an independent certified public accountant Company or its designee selects.

(6) The Ad Fund is intended to maximize recognition, and enhance system protection, of the Marks and increase patronage of Wingstop Restaurants. Although Company or its designee will try to use the Ad Fund to develop advertising and promotions materials and execute advertising and promotions activities and programs benefiting all Wingstop Restaurants, it need not ensure that Ad Fund expenditures in or affecting any geographic area are proportionate or equivalent to Ad Fund contributions by Wingstop Restaurants operating in that geographic area or that any Wingstop Restaurant benefits directly or in proportion to its Ad Fund contributions from the development of advertising and promotions materials or the execution of advertising and promotions activities and programs. The Ad Fund will not be used principally to develop materials and programs to solicit franchisees. However, media, materials, and programs, including the Wingstop Website, prepared using Ad Fund contributions may describe Company's franchise program, reference the availability of franchises and related information, and process franchise leads.



(7) Company or its designee has the right, but no obligation, to use collection agents and institute legal proceedings at the Ad Fund's expense to collect Ad Fund contributions. Company or its designee also may forgive, waive, settle, and compromise all claims by or against the Ad Fund. Except as expressly provided in this Section 8(a), Company assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, directing, or administering the Ad Fund.

(8) Company or its designee may at any time defer or reduce a Wingstop franchisee's contributions and, upon 30 days' prior written notice to Franchisee, reduce the required Ad Fund contribution or suspend Ad Fund operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Ad Fund. If the Ad Fund is terminated, all remaining Ad Fund monies will either be spent on permitted advertising and promotions activities or distributed to Ad Fund contributors in proportion to their respective Ad Fund contributions during the preceding fiscal year.

(9) Franchisees owning sixty percent (60%) or more of the Restaurants that comprise the Wingstop network of franchised Restaurants in the United States at the time a vote is taken may, by affirmative vote, vote to require all franchisees in the Wingstop network of Restaurants in the United States to pay to the Ad Fund on a going-forward basis the then-applicable maximum Ad Fund contribution rate specified by Company in its then-current form of Franchise Agreement. Any increase in the Ad Fund contribution rate payable by Franchisee that is approved in accordance with the preceding sentence will constitute an amendment to this Agreement and will be binding on Franchisee without the need for a signed amendment. Company and its Affiliates may not vote on a proposal to increase the contribution rate above the maximum amount specified in Section 8(a)(1) above.

(10) Company and its designee reserve the right to structure the Ad Fund's organization and administration in ways that, in their judgment, most effectively and efficiently accomplish the Ad Fund's objectives. They may therefore organize or reorganize the Ad Fund into whatever entity they deem appropriate and transfer the Ad Fund's assets to the entity. If a separate or new entity is established to administer the Ad Fund, Franchisee agrees to become a member of the entity and, in that regard, to sign a participation agreement and take such other steps as Company or its designee reasonably specifies.

**(b) Local Advertising.**

(1) In addition to its grand opening advertising and Ad Fund contribution (see Section 8(a)) obligations, Company and its designee reserve the right to require Franchisee to spend the Local Advertising Amount in the manner Company establishes to advertise and promote the Restaurant locally. The "Local Advertising Amount," which must be spent directly or, if applicable, through an Area Cooperative operating in Franchisee's DMA, will be a percentage of the Restaurant's quarterly Gross Sales to be determined by Company; provided, however, that Company may not establish an Ad Fund contribution rate and a Local Advertising Amount which, in the aggregate, exceed five and one-half percent (5.5%) of Gross Sales except as a result of a vote taken pursuant to Section 8(a)(9) or Section 8(b)(1). Franchisee's Area Cooperative contributions pursuant to Section 8(c), if any, will be credited toward the Local Advertising Amount obligation. Nevertheless, Franchisees owning sixty percent (60%) or more of the Restaurants that comprise the Wingstop network of franchised Restaurants in the United States at the time a vote is taken at Company's request may, by affirmative vote, vote to require all franchisees in the Wingstop network of Restaurants in the United States to pay on a going-forward basis one or more of the following: (i) an increase in the Ad Fund contribution rate; or (ii) an increase in the Local Advertising Amount. No increase in the Local Advertising Amount approved pursuant to the preceding sentence will affect Franchisee's required Ad Fund contribution rate. In no event shall the aggregate of the Ad Fund contribution rate and the Local Advertising Amount be less than five and one-half percent (5.5%) of Gross Sales (unless Company authorizes otherwise). Any (i) increase in the Ad

Fund contribution rate or (ii) increase in the Local Advertising Amount that is approved in accordance with the preceding sentences will constitute an amendment to this Agreement and will be binding on Franchisee without the need for a signed amendment. Company and its Affiliates may not vote on a proposal to increase the Ad Fund contribution rate pursuant to this Section 8(b)(1).

(2) Franchisee agrees to participate in all system-wide promotions Company originates. Franchisee also agrees to participate in all system-wide advertising campaigns created by or for Company. Franchisee must use the local advertising agency Company designates and the advertising materials created by or for Company.

(3) If Company or its designee requires Franchisee to spend the Local Advertising Amount, then, within 30 days after the end of each fiscal quarter, Franchisee must submit a LAM Report to Company on a form Company or its designee provides. Each required LAM Report must show the amount Franchisee spent for local advertising and promotions during the preceding quarter and the way Franchisee spent those funds. Upon Company's request, Franchisee also must submit documents substantiating that Franchisee incurred and paid particular expenditures during the quarter.

**(c) Area Cooperatives.**

(1) At any time the DMA in which the Restaurant is located encompasses Restaurants operated by at least two owners (one of which may be Company or its Affiliate), Company or its designee may, upon Company's request and with such advice and assistance from Company as Company is willing to provide, require the owners in the DMA to form an Area Cooperative among themselves. In addition, Franchisees owning sixty percent (60%) or more of the Restaurants in a DMA may elect, in the absence of a Company request, to form an Area Cooperative among themselves. Once formed, the Restaurant owners in the DMA will thereafter collect funds from each Restaurant in the DMA in amounts determined by the Area Cooperative (which shall not affect Franchisee's required Ad Fund contribution rate) and expend such funds, in accordance with this Agreement's requirements, for the purpose of jointly advertising and promoting their Restaurants. Company has the right to require that the Area Cooperative in the DMA be formed and operated as an Area Cooperative Association, Area Cooperative Non-profit, or other Business Entity and to require that an Area Cooperative that is an Area Cooperative Association, Area Cooperative Non-profit, or other Business Entity be converted to, or reestablished in, another form. If formed, the Area Cooperative must use the advertising materials created by or for Company and, upon Company's request, the advertising agency designated by Company. Franchisee agrees to use commercially-reasonable efforts to ensure that advertising and promotion activities and materials by the Area Cooperative, if any, adhere to the requirements under this Agreement with which Franchisee must comply.

(2) Instead of spending the Local Advertising Amount directly, Franchisee must contribute such amounts to the Area Cooperative upon and subsequent to its formation.

(3) If an Area Cooperative's members are unable to reach agreement with respect to organization, administration, "spill" policy, contribution waivers or exceptions, budget or other matters that the members cannot resolve within 45 days, the issue will be referred to Company for resolution. Company's decision with respect to the issue's resolution will be binding on all members of the Area Cooperative.

(4) Franchisee agrees (i) to join, participate in, and actively support any Area Cooperative established in the Restaurant's DMA, and (ii) to make contributions to each Area Cooperative on the payment schedule adopted by the Area Cooperative's members and in accordance with this Agreement's requirements.

(5) Although Company may provide sample forms for organizing an Area Cooperative, Franchisee agrees that: (i) it and other franchisees that are members of an Area Cooperative are solely responsible for ensuring that the Area Cooperative they join is established and operated in full compliance with this Agreement; (ii) it has been advised (as has the Area Cooperative) to retain its own legal, tax, and accounting professionals with respect to the Area Cooperative's formation and operation; and (iii) Company and its Affiliates have no responsibility for the Area Cooperative's day-to-day management, the funds collected or managed by the Area Cooperative, the Area Cooperative's failure to comply with this Agreement's requirements, or the Area Cooperative's management or mismanagement by any of its members.

## **9. THE INTERNET AND INTRANET.**

### **(a) Internet Website.**

(1) There currently is an Internet Website that provides information about the Wingstop concept and the products and services that Restaurants offer. Company will have sole discretion and control over the Website's design and contents. Company will have no obligation to maintain the Website indefinitely and may dismantle it at any time without liability to Franchisee.

(2) The Website will include a series of interior pages that identify participating Restaurants by name, address, telephone number, and e-mail address. Franchisee will not have the capability to modify its page(s).

(3) Franchisee agrees to contribute a reasonable amount toward the cost of the Website's maintenance and further development, which amount may not exceed \$50 per month. Company will set the contribution amount in March of each year, and Franchisee will pay one quarter of its annual contribution quarterly within 30 days after Company sends Franchisee an invoice for the contribution. Company also may auto-debit the amount from Franchisee's bank account. Any balance of a quarterly payment that remains unpaid 30 days after the invoice date will bear interest from that date until paid at the rate of twelve percent (12%) per annum (or, if less, the highest rate permitted by applicable law). In addition or alternatively, Company may use part of the Ad Fund contributions that Company collects under Section 8(a) to maintain and further develop the Website.

(4) If Franchisee fails to pay when due any fees or other amounts payable to Company under this Agreement or otherwise as a result of the Restaurant's operation, Company may temporarily remove Franchisee's information from the Website until such time as Franchisee pays its outstanding obligation in full.

(5) Franchisee will have no right, license or authority to use any of the Marks on or in connection with the Internet, except as stated in and permitted by this Section 9.

### **(b) Wingstop Intranet.**

(1) Company may, at its option, establish and maintain a so-called Intranet through which franchisees of the Wingstop network of Restaurants may communicate with each other and through which Company may disseminate updates to the Operations Manual and other Confidential Information. Company will have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to Franchisee.

(2) Company will establish policies and procedures for the Intranet's use by franchisees. These policies, procedures and other terms of use will address issues such as (i) restrictions on the use of abusive, slanderous or otherwise offensive language in electronic communications,

(ii) restrictions on communications between or among franchisees that endorse or encourage breach of any franchisee's Franchise Agreement, (iii) confidential treatment of materials transmitted by or for Company via the Intranet, (iv) password protocols and other security precautions, (v) grounds and procedures for suspending or revoking a franchisee's access to the Intranet, and (vi) a privacy policy governing Company's and its representatives' access to and use of electronic communications that franchisees post on the Intranet. Company expects to adopt and adhere to a reasonable privacy policy. However, Franchisee acknowledges that, as administrator of the Intranet, Company or its designee can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Company's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

(3) Upon receipt of notice from Company that the Intranet has become functional, Franchisee agrees to purchase and install all necessary additions to the Restaurant's Information System and to establish and continually maintain electronic connection with the Intranet that allows Company or its designee to send messages to and receive messages from Franchisee. Franchisee's obligation to maintain connection with the Intranet will continue until this Agreement's expiration or termination (or, if earlier, until Company dismantles the Intranet).

(4) Franchisee agrees to contribute a reasonable amount, not to exceed \$50 per month, toward the cost of the Intranet's maintenance and further development. Company will set the contribution amount in March of each year and Franchisee will pay one quarter of its annual contribution quarterly by bank draft. Any balance of a quarterly payment that remains unpaid 30 days after the invoice date will bear interest from that date until paid at the rate of twelve percent (12%) per annum (or, if less, the highest rate permitted by applicable law).

(5) If Franchisee fails to pay when due any amount payable to Company under this Agreement or otherwise as a result of the Restaurant's operation, or if Franchisee fails to comply with any policy or procedure governing the Intranet, Company may temporarily suspend Franchisee's access to any so-called chat room, bulletin board, list-serve or similar feature the Intranet includes until such time as Franchisee fully cures the breach and may auto-debit the Intranet/Website fee from Franchisee's bank account.

## **10. ROYALTIES.**

(a) In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Company continuing royalties equal to six percent (6%) of Gross Sales.

(b) Royalties (and Ad Fund contributions under Section 8(a)) will be payable weekly by automatic debit of Franchisee's account. Franchisee will authorize Company and its bank to debit Franchisee's account directly for Royalties, Ad Fund contributions, applicable Area Cooperative contributions (if any), monthly contributions for Internet and Intranet maintenance and further development and all other amounts due under this Agreement or to satisfy System requirements, including amounts due for Franchisee's purchases of products and services from Company, its Affiliates and/or unaffiliated vendors. Franchisee must sign and deliver an Authorization Agreement for Preauthorized Payments in the form attached to this Agreement as Exhibit C or such other document/authorization that Company periodically specifies. Royalties and Ad Fund contributions will be payable without notice or demand on Tuesday of each week with respect to Franchisee's Gross Sales for the week ending the preceding Saturday. By notice in writing to all franchisees, Company may from time to time change the payment interval, the payment date and/or the manner of payment. Company may, on

the day Company specifies, debit Franchisee's account for any other amounts Franchisee owes Company, its Affiliates and/or unaffiliated vendors.

(c) Franchisee must report Gross Sales for the week ending the prior Saturday night in accordance with Section 7(c)(22), and Company will calculate Franchisee's royalty payment and Ad Fund contribution and draft Franchisee's account. If Franchisee fails to report the Gross Sales for any week by that week's deadline, Company will reasonably estimate Franchisee's Gross Sales and also charge a non-refundable fee of \$250, to be electronically withdrawn in the same manner as royalty payments and Ad Fund contributions, due to Franchisee's failure to report. At Company's discretion, adjustments to Company's estimate may be made after Franchisee furnishes the missed Gross Sales report.

(d) Franchisee will not be entitled to withhold payment of royalties, Ad Fund contributions, or any other amounts due to Company or its Affiliates on account of Company's breach or alleged breach of its obligations under this Agreement; Company's performance under this Agreement constitutes no part of the consideration for Franchisee's obligation to make required payments.

(e) Franchisee is obligated to pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes, that may be imposed on Company as a result of its receipt or accrual of the franchise fee, royalties, Ad Fund contributions, or other fees that are referenced in this Agreement, whether assessed against Franchisee through withholding or other means or whether paid by Company directly. In either case, Franchisee is obligated to pay Company (and the appropriate governmental authority) such additional amounts as are necessary to provide Company, after taking such taxes into account (including any additional taxes imposed on such additional amounts), the same amounts it would have received or accrued had such withholding or other payment, whether by Franchisee or Company, not been required.

## **11. TERM AND RENEWAL.**

(a) The primary term of the franchise begins on the Effective Date and expires 10 years from either the Scheduled Opening Date (specified beneath the signature block of this Agreement) or the actual date on which the Restaurant opens to the public for business, whichever date is earlier, subject to earlier termination in accordance with Sections 16 and 17. Franchisee must operate the Restaurant in compliance with this Agreement for the entire primary term unless this Agreement is properly terminated under Sections 16 and 17.

(b) If, upon the expiration of the 10-year primary term, Franchisee is in full compliance with Franchisee's agreements and obligations under this Agreement, Franchisee will have the option to renew the franchise for an additional term of 10 years by (1) notifying Company of Franchisee's intention to renew not earlier than 180 days nor later than 90 days before the primary term's scheduled expiration date, (2) signing Company's then-current renewal form of Franchise Agreement and a general release, in form and substance satisfactory to Company, of any and all claims against Company and its Affiliates, and all of their respective owners, officers, directors, and agents, arising out of or relating to this Agreement, the Restaurant, and the parties' business relationship (this requirement applies to Franchisee and each Controlling Principal), (3) paying Company a renewal fee equal to twenty-five percent (25%) of the sum of Company's then-current development fee and franchise fee, and (4) not later than 30 days before the primary term's scheduled expiration date, completing the remodeling, refurbishing and modernizing of the Restaurant's interior and exterior, including its furniture, fixtures, signs, equipment, Information System and Trade Dress, to conform to then-required Wingstop standards (regardless of cost). Notwithstanding anything to the contrary in the foregoing, regardless of the then-current form of Company's Franchise Agreement, Company will not require Franchisee to pay a royalty fee in excess of six percent (6%) of Gross Sales during Franchisee's first renewal term.

(c) Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in Section 11(b), each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the term of the franchise.

(d) The relationship between Company and Franchisee during the renewal period will be governed by the provisions of Company's then-current renewal form of Franchise Agreement, including those pertaining to royalties, advertising, competitive protection and concept modifications. Whether or not Franchisee actually signs a then-current renewal form of Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past the primary term's expiration date (although such continued operation by Franchisee will not effect a renewal of the franchise nor obligate Company to renew the franchise).

(e) If Franchisee does not qualify to renew, or elects not to renew, the franchise, Company will permit Franchisee to transfer the franchise to a qualified purchaser in accordance with Section 13. If, in the exercise of diligent, good faith efforts by Franchisee, the transfer cannot be completed before the franchise's scheduled expiration date, Company may, in its sole discretion (but has no obligation to), extend the franchise's term from month-to-month for so long as Company believes that Franchisee is continuing to make a conscientious effort to negotiate and complete a transfer and on the condition that Franchisee and each Controlling Principal sign a general release, in form and substance satisfactory to Company, of any and all claims against Company and its Affiliates, and all of their respective owners, officers, directors, and agents, arising out of or relating to this Agreement, the Restaurant, and the parties' business relationship. If Company allows Franchisee to extend in order to complete a transfer, Franchisee will operate the Restaurant during the interim period in accordance with Company's then-current form of Franchise Agreement.

(f) If Franchisee does not qualify to renew, or elects not to renew, the franchise and it therefore expires, immediately after expiration, Franchisee must comply with the requirements of Section 17(a), and Company will have the rights and remedies provided in Sections 17(a) through 17(j).

(g) If Company and Franchisee renew the franchise for an additional term of 10 years as provided in Sections 11(b) and (d) above, Franchisee will have the right to renew the franchise for a second 10-year renewal franchise term, which 10-year term will commence immediately upon the expiration of the first 10-year renewal franchise term, if Franchisee complies as of the end of the first 10-year renewal franchise term with the same conditions for the grant of a renewal franchise as those described above in this Section 11 with respect to the grant of the first renewal franchise, provided, however, that (i) Company's renewal form of Franchise Agreement for the second 10-year renewal franchise term will be modified as necessary to reflect that no additional renewal franchise term will be granted after it expires, (ii) Franchisee must pay Company on or before signing the renewal form of Franchise Agreement a renewal fee equal to fifty percent (50%) of the sum of Company's then-current development fee and franchise fee, and (iii) the royalty fee that Franchisee must pay Company during the second 10-year renewal franchise term will equal the greater of the then-current royalty fee charged by Company to new franchisees joining the Wingstop franchise system or an additional one percent (1%) of the Restaurant's Gross Sales above the applicable percentage of Gross Sales that Franchisee paid Company during the first 10-year renewal term (but not to exceed six percent (6%)). Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in Section 11(b), each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for a second 10-year renewal term. Sections 11(e) and (f) above will apply if Franchisee does not qualify to renew, or elects not to renew, the franchise.

## 12. USE OF INTELLECTUAL PROPERTY.

(a) **Marks and Copyrighted Materials.** Franchisee acknowledges that Company is authorized by law to prevent the unauthorized use of the Marks, to control the quality of goods and services associated with the Marks, and to control the copying and distribution of the Copyrighted Materials. Recognizing the importance to Company and other members of the Wingstop franchise system of the protection and preservation of the Marks and Copyrighted Materials, Franchisee agrees to perform and abide by the following provisions:

(1) Franchisee acknowledges that Company is the lawful and rightful owner of each and all of the Marks and the Copyrighted Materials, that Franchisee's interest in the Marks and the Copyrighted Materials is solely that of a licensee, and that all uses of the Marks and the Copyrighted Materials by Franchisee will be attributed to Company for purposes of trademark and copyright law. Franchisee unconditionally disclaims any ownership interest in any of the Marks and the Copyrighted Materials.

(2) Franchisee may not use "Wingstop" or any of Company's other Marks, or any abbreviation, acronym or variation of the Marks, as part of its name, as part of the name of any Business Entity in which Franchisee owns or holds an interest, or as part of any email address, domain name, Social Media name, or other identification of Franchisee's business, regardless of the medium. However, Franchisee may, if required by law, file an assumed name or fictitious name certificate to the effect that Franchisee is operating the Restaurant under a trade name that includes the Wingstop service mark. Franchisee must identify itself as a franchisee with an independently owned, operated, and managed business on all business forms (including letterhead, invoices, order forms, receipts, and contracts) upon which the Marks are used in an approved manner. To the extent Franchisee uses any Mark in employment-related materials, Franchisee must include a clear disclaimer that it (and only it) is the employer of employees at the Restaurant and that Company, as the franchisor, and its Affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions.

(3) Franchisee may not use any of the Marks or the Copyrighted Materials in connection with the advertisement, promotion, sale or distribution of any merchandise not listed in the authorized Wingstop Restaurant merchandise list or any service not customarily offered by Restaurants. Specifically, Franchisee may not use menus, guest checks, carry-out containers, discount coupons, labels or other materials bearing the Wingstop trademark, service mark or logo to advertise, promote, sell or distribute any unapproved merchandise, product or service.

(4) Franchisee may not copy, distribute or otherwise disseminate any of the Copyrighted Materials in violation of the restrictions and limitations imposed by this Agreement.

(5) Franchisee may not use any of the Marks or the Copyrighted Materials in connection with the development or operation of any Restaurant (except the one covered by this Agreement) until Company and Franchisee have both signed a Franchise Agreement for the additional Restaurant or of any Special Outlet until Company has given Franchisee written authorization to install and operate the Special Outlet.

(6) Franchisee must (i) adopt and use all additional trade names, trademarks, brand names, Copyrighted Materials, slogans, commercial symbols and logos developed from time to time by or for Company, (ii) use all the Marks in the precise form Company prescribes, and (iii) observe Company directions regarding the use, copying and distribution of the Copyrighted Materials, the presentation of

the Marks, and the manner of the Marks' display and use. Franchisee must promptly abandon and discontinue the use of any Mark or Copyrighted Materials that Company judges to be obsolete or no longer characteristic of the image Restaurants should project. Franchisee must submit to Company or its designee for approval prior to use all paper goods, advertisements and promotional materials not furnished by Company or its designee.

(7) Franchisee may not use any of the Marks on any goods and/or for any services otherwise than in compliance with Wingstop brand specifications issued from time to time and with such other quality control measures that are adopted to promote and defend the goodwill associated with the Marks.

(8) Franchisee may not knowingly permit, and must promptly report to Company, any apparently unauthorized use of a Mark and any apparently unauthorized use or copying of any Copyrighted Materials by any person, or the use by any person of a trade name, trademark, service mark or symbol that might be construed as an infringement of any Mark or as unfair competition or passing-off at common law, and must actively cooperate with the Company in the investigation of infringement claims and in discovery and trial proceedings related to infringement actions. Company reserves the right to make the final determination of infringement or other unlawful use, to conduct all legal proceedings relating to the Marks and the Copyrighted Materials, and to compromise or settle all infringement claims.

(9) At no time may Franchisee make any written or oral admission that a Mark or any of Company's copyrights is in any way invalid, infringes the rights of any person, or is open to any other form of attack. Franchisee must promptly notify Company of any allegation of invalidity or infringement of which Franchisee becomes aware. Company intends to defend its rights in the Marks and the Copyrighted Materials vigorously, but does not warrant to Franchisee that Company's ownership of any of them is incontestable or that they do not infringe or conflict with the rights of any third party.

(10) Upon the expiration or termination of the franchise, Franchisee must immediately discontinue all further uses of the Marks and Copyrighted Materials and take appropriate action to remove the Marks from the premises in which the Restaurant is located, to cancel any advertising relating to Franchisee's use of the Marks or the Copyrighted Materials, including yellow pages listings, and to cancel or withdraw any assumed or fictitious name filings covering Franchisee's use of Company's trade name. Franchisee acknowledges and agrees that failure or refusal to comply fully with these requirements will constitute willful trademark and copyright infringement.

(b) **The System, Trade Secrets and Operations Manual.** Franchisee acknowledges that the System and the Trade Secrets belong exclusively to Company and that the ideas and information in the Operations Manual are Company's sole and exclusive property. Franchisee further acknowledges that the unauthorized disclosure or use of any confidential element of the System, any Trade Secret or any other information the Operations Manual contains may adversely affect the business, competitive position, and goodwill of Company and its franchisees. Accordingly, Franchisee agrees to perform and abide by the following provisions and restrictions, each of which will survive the expiration or termination of this Agreement and be perpetually binding upon Franchisee.

(1) Franchisee agrees to hold the elements of the System, the Trade Secrets and the contents of the Operations Manual in strict confidence, not disclose any Trade Secret or any operating or management procedure to any Person other than Franchisee's General Manager and supervisors and managerial-level employees of the Restaurant to whom such disclosure is necessary in relation to their job duties, and instruct and routinely remind Franchisee's supervisors and managerial-level employees that the System, the Trade Secrets and the contents of the Operations Manual are confidential and may not be disclosed, copied in whole or in part, or appropriated. If Franchisee is a Business Entity, it will not



disclose any element of the System, any of the Trade Secrets or the contents of the Operations Manual, or make the Operations Manual available, to any Principal, director or officer of Franchisee other than its General Manager and other senior executive officers, if any, who are actively and regularly involved in the Restaurant's management and have agreed to maintain the confidentiality of such items and information.

(2) Franchisee may not use any element of the System, any of the Trade Secrets or the operating, management or marketing procedures the Operations Manual contains in connection with the operation of any establishment or enterprise other than the Restaurant, and must promptly discontinue use of the System, the Trade Secrets and the operating, management and marketing procedures the Operations Manual contains upon the expiration or termination of the franchise.

(3) Franchisee may not, without Company's prior written consent, copy or permit any person to copy or reproduce any part of the Operations Manual and any other printed, graphic or audio/visual item designated by Company as containing Trade Secrets or otherwise permit their use or inspection by any person other than Franchisee, the General Manager, supervisors, and managerial-level employees of the Restaurant to whom such disclosure is necessary in relation to their job duties, and authorized Company representatives, all of whom must agree to maintain the confidentiality of such items and information.

(4) Franchisee acknowledges and agrees that the version of the Operations Manual on file in Company's offices constitutes the standard, official version for purposes of resolving any question or dispute concerning the Operations Manual's contents.

(5) Franchisee must obtain from each of Franchisee's General Managers, supervisors and managerial level employees of the Restaurant a confidentiality agreement that is valid and enforceable under the laws of the state in which the Restaurant operates and that imposes the restrictions and limitations of this Section 12(b) on each such individual for the longest period applicable law permits. Each confidentiality agreement must designate Company as a third party beneficiary and entitle Company to enforce its provisions directly against the signatory General Manager, supervisor or manager. Company reserves the right to require that all Persons with access to Trade Secrets and other Confidential Information, including Principals, supervisors, managers, officers, and directors of Franchisee, execute a non-disclosure agreement approved by Company. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

(6) Franchisee must keep the Operations Manual and any other printed, graphic or audio/visual item designated by Company as containing Trade Secrets in the Restaurant at all times and promptly return them to Company upon the expiration or termination of the franchise.

(7) Franchisee expressly acknowledges that all training materials (including DVDs and CD-ROM disks) and all computer programs developed by Company or in accordance with its specifications contain information, embody procedures, or facilitate business practices that are proprietary to Company and fall within the parameters of its Trade Secrets.

**(c) Internet Domain Name and Intranet Network.**

(1) Franchisee acknowledges that Company is the lawful, rightful and sole owner of the www.wingstop.com domain name and unconditionally disclaims any ownership interest in that phrase or any colorably similar Internet domain name. Franchisee agrees not to register any Internet domain

name in any class or category that contains the word Wingstop or any abbreviation, acronym or variation of that word.

(2) If and when Company develops an Intranet network through which Company and its franchisees can communicate by e-mail or similar electronic means, Franchisee agrees to use the facilities of the Wingstop Intranet in strict compliance with the standards, protocols, terms, and restrictions included in the Operations Manual. Franchisee especially recognizes the crucial importance of a user's not transmitting Confidential Information, documents or data via the Wingstop Intranet without first encrypting the transmission with the encryption program Company adopts. Franchisee also recognizes the importance of a user's refraining from making derogatory, defamatory or libelous statements in an Intranet transmission.

Franchisee further acknowledges that this Agreement in no way can be construed to be used as collateral on which any lender may rely with respect to Company.

### **13. TRANSFERS.**

Company has the right to transfer or assign this Agreement and all or any part of its rights, interests or obligations herein, or allow a transfer, assignment, or sale of any (or all) ownership interest in Company, to any Person without Franchisee's consent. Specifically, and without limitation of the foregoing, Franchisee agrees that Company may sell its assets (including this Agreement), the Marks, or the System or Trade Secrets to a third party; may offer its securities privately or publicly; may merge, acquire other Business Entities or be acquired by another Business Entity; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Company arising from or related to the transfer of this Agreement, the Marks (or any variation thereof), or the System or Trade Secrets from Company to any other party. Nothing contained in this Agreement requires Company to offer any services or products, whether or not bearing the Marks, to Franchisee if Company assigns its rights in this Agreement.

(a) **Limitations on Transfer.** Franchisee acknowledges that the integrity of the Wingstop Restaurant concept and the stability of the Wingstop Restaurant franchise system depend on the business qualifications, financial capabilities, honesty and integrity of Company's franchisees. Franchisee further acknowledges that Company's lack of opportunity to evaluate and approve each potential franchisee's qualifications and the terms of each proposed transfer could irreparably damage the Wingstop franchise system. Consequently, Franchisee agrees not to sell, assign, transfer, give away, pledge, mortgage or otherwise dispose of any interest in the Restaurant, the franchise, the Restaurant's assets (excluding food products and merchandise sold in the ordinary course of business), or Franchisee's rights under this Agreement without Company's prior written consent. If Franchisee is a Business Entity, any sale, transfer or other disposition of any Controlling Ownership Interest in Franchisee or any Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in Franchisee (except a limited partnership interest) will be considered a transfer covered by and subject to the terms and conditions of this Section 13. (However, the transfer of any ownership interest in Franchisee, not just a Controlling Ownership Interest, and the transfer of a Controlling Ownership Interest in a Business Entity with any ownership interest in Franchisee, are subject to Company's right of first refusal under Section 13(g).) Any transfer lacking Company's prior written consent, or that otherwise violates the restrictions in this Section 13, will be ineffective against Company and will constitute a default under Section 16(b)(20). There may be no transfer or sale of the Restaurant or its assets (excluding food products and merchandise sold in the ordinary course of business) without a transfer of this franchise to the same party. Franchisee may not place "For Sale" or similar signs at or in the general vicinity of the Restaurant or use any words

in any advertising for the Restaurant's proposed sale that identify the business offered for sale as a Wingstop Restaurant.

(b) **Conditions to Voluntary Transfer of Rights.** Franchisee may not assign or transfer the franchise before the Restaurant opens for business under any circumstances except those described in Section 13(f). After the Restaurant opens, Company, in its sole judgment, may consent to a voluntary disposition of Franchisee's interest in the franchise under this Agreement provided that all of the following provisions are met:

(1) In accordance with Company's right of first refusal, Franchisee (or its Principal) must first offer (in writing) to sell the Restaurant, the Principal's ownership interest in Franchisee, or (if applicable) the Controlling Ownership Interest in the Business Entity with an ownership interest in Franchisee to Company on the same terms and conditions offered by a bona fide third party purchaser. After receipt of all of the items listed below in subparagraphs (2) and (5) and any other information that Company reasonably requests, Company will have 30 days to conduct due diligence on the offer and to notify Franchisee whether or not Company wishes to exercise its right of first refusal. The right of first refusal process is described in Section 13(g).

(2) Franchisee must furnish Company a copy of the written offer or contract of sale, including price and payment terms, together with Franchisee's (i) recent balance sheet, profit and loss statement and statement of cash flows of the Restaurant (and of Franchisee if it is a Business Entity), (ii) copies of Franchisee's building and equipment leases and all amendments or addenda thereto, (iii) equipment list, (iv) schedule of notes and trade accounts then payable by Franchisee, and (v) copies of any other information that Franchisee or the proposed seller furnishes to the prospective buyer and/or transferee. No contract of sale for the transfer of this franchise and the Restaurant, an ownership interest in Franchisee, or the Controlling Ownership Interest in the Business Entity with an ownership interest in Franchisee may be used as collateral for any transaction.

(3) Company, in its sole discretion, determines that the transferee will be able to satisfy any debt obligations to Franchisee and still derive a reasonable profit from the Restaurant's operation.

(4) At the time of the request for transfer and at the time of transfer, Franchisee is in full compliance with Franchisee's obligations under this Agreement, including payment of all monetary obligations due Company and its Affiliates.

(5) The transferee must complete Company's application process, including, but not limited to, having a satisfactory credit rating, background and reference checks, and provide Company pro forma profit and loss and cash flow projections for the 24 months following the transfer (including provisions for principal and interest on any obligations to make payments to Franchisee). These projections must demonstrate to Company's reasonable satisfaction that the transferee can operate the Restaurant without experiencing a loss or negative cash flow. If these projections, as adjusted to take into account factors Company points out, indicate that the transferee may experience a loss or negative cash flow, but Franchisee and the transferee prevail upon Company to approve the transfer anyway, the transferee must waive any claims against Company related to Company's approval of an economically questionable transaction. Transferee must also furnish copies of the Charter Documents if transferee is a Business Entity. Company has the right to request and receive from the prospective buyer or transferee a complete application in the same manner as a prospective franchisee must complete and submit an application for review and approval (or disapproval) by Company. Company has the right, in its sole discretion, to approve or disapprove the transferee and the transaction.

(6) If Company provides written notice of approval of the transferee, the transferee must produce proof of financing in a form similar to a commitment letter from the lending institution within 30 days after the date of Company's approval letter.

(7) The transferee executes then-current forms of Franchise Agreement (which will limit the term of the transferee's franchise to the unexpired term of Franchisee's franchise), Assignment of Telephone Number(s), Authorization Agreement for Preauthorized Payments, and other collateral agreements Company may then require.

(8) Concurrent with the execution of the then-current form of Franchise Agreement, each general partner or controlling principal of the transferee executes a Guaranty substantially in the form appended to this Agreement.

(9) Concurrent with the execution of the then-current form of Franchise Agreement, the transferee provides Company a waiver and release with respect to liability for any financial data, earnings claims, representations and other information Franchisee or its representatives provided the transferee.

(10) Concurrent with the execution of the then-current form of Franchise Agreement, Company receives a \$10,000 transfer fee from either Franchisee or the transferee.

(11) The transferee and the transferee's General Manager satisfactorily complete the Wingstop training program.

(12) The proposed transfer or other disposition involves the complete disposition of the franchise (unless it involves the transfer of a non-Controlling Ownership Interest in Franchisee or the transfer of an ownership interest in a Business Entity with a non-Controlling Ownership Interest in Franchisee), and Franchisee terminates the franchise and related rights under this Agreement in writing.

(13) Franchisee and each Principal must give Company an unconditional, general release, in form and substance satisfactory to Company, of all claims they may have against Company and its Affiliates and their respective owners, directors, officers, and agents.

(14) Franchisee returns the Operations Manual and all Copyrighted Materials to Company, or an acknowledgment is signed by the transferee confirming receipt of same and sent to Company within three business days after the transfer becomes effective. Transferee is solely responsible for bringing the Restaurant into full compliance with then-current Wingstop standards as set forth in the most current form of Operations Manual.

(15) Franchisee provides Company an adequate opportunity to comply with applicable laws, including franchise disclosure laws, in connection with the proposed transfer.

(16) The transferee must agree to update the Restaurant's Information System to then-current Wingstop requirements within six (6) months after the transfer's effective date.

(17) Transferee is required to spend \$5,000 on marketing the Restaurant within three (3) months after the transfer's effective date (the "Transfer Marketing Period"). Within 120 days after the end of the Transfer Marketing Period, the transferee must send Company proof of paid invoices for such marketing. If Franchisee fails to provide Company with acceptable proof (as determined by Company) of paid invoices for marketing, equaling the minimum amount required for the market, within 120 days after the end of the Transfer Marketing Period, Company will draft the remaining balance from the transferee's account and contribute that amount to the Ad Fund.

(18) If, at any time, any material change is made in the offer of sale, this constitutes a new offer and all of the conditions and requirements of Section 13(b)(1-17) will apply.

(c) **Involuntary Transfers.** No involuntary transfer or partitioning of Franchisee's interest in the franchise or this Agreement, whether in connection with a bankruptcy, foreclosure, divorce or other proceeding, will be effective against Company unless and until the transferee (i) furnishes Company a signed Guaranty under which the transferee agrees to be jointly and severally liable for the payment of Franchisee's monetary obligations under this Agreement, whether or not such obligations are then delinquent, (ii) agrees in writing to be personally bound by the confidentiality provisions and restrictive covenants in this Agreement, and (iii) unless the transfer encompasses Franchisee's total interest in the franchise and this Agreement, irrevocably designates and appoints Franchisee to be the transferee's agent and attorney-in-fact with whom Company may deal for all purposes expressed in or contemplated by this Agreement.

(d) **Conditions to Equity Transfer.** Company will not permit the transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or any Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee, before the Restaurant opens for business under any circumstances except those described in Section 13(f)(1). After the Restaurant opens, Company, in its sole judgment, may consent to a voluntary or involuntary sale, assignment or transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee, provided that all of the following provisions are met:

(1) At the time of transfer, Franchisee is in full compliance with its obligations under this Agreement, including payment of all monetary obligations due Company.

(2) Each proposed transferee of a general partnership interest in a partnership Franchisee, each proposed transferee of a Controlling Ownership Interest in a Business Entity Franchisee, and each proposed transferee of a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee meets Company's standards for qualifying as a new Restaurant Franchisee (including no ownership interest in or performance of services in any capacity for a competitive business) and each controlling principal of the Business Entity Franchisee delivers a signed Guaranty to Company.

(3) The transfer, Franchisee, and the transferee comply with all of the provisions in Section 13(b), even if the transferee already is a Principal of Franchisee.

(4) Franchisee and each Principal must give Company an unconditional, general release, in form and substance satisfactory to Company, of all claims they may have against Company and its Affiliates and their respective owners, directors, officers, and agents.

(5) Company chooses not to exercise its right of first refusal under Section 13(g).

(e) **Waiver of Interference Claims.** Franchisee acknowledges that Company has legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with Franchisee. Franchisee also acknowledges that Company's and its representatives' contact with potential transferees for the purpose of protecting Company's business interests will not constitute improper or unlawful conduct. Franchisee expressly authorizes Company to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms with the transferee, to communicate candidly with the transferee regarding the nature of Franchisee's operation of the Restaurant, and to withhold consent to economically questionable transactions.

Franchisee waives any claim that action Company takes in relation to a proposed transfer to protect its business interests constitutes tortious interference with contractual or business relationships.

(f) **Special Transfers.**

(1) If Franchisee is an individual or partnership who at any time advises Company that Franchisee wants to assign the franchise to a corporation or limited liability company in which Franchisee will own a one-hundred percent (100%) voting equity interest (and, in the case of a partnership, with share ownership in the corporation or limited liability company apportioned substantially the same as were the partnership interests), Company will consent to the assignment and waive payment of a transfer fee and its right of first refusal under Section 13(g) upon its receipt of such documentation and information concerning the corporation or limited liability company and its Principals as Company may reasonably request. The required documentation will include, without limitation, (i) a certified list of the company's stockholders or beneficial owners (designating the amount and percentage of stock or units of beneficial ownership each Principal owns), (ii) a Guaranty signed by each Controlling Principal, and (iii) an express assumption by the company of Franchisee's obligations under this Agreement.

(2) If Franchisee is a Business Entity, Company hereby consents to assignments and transfers of ownership interests, that are not Controlling Ownership Interests (either in Franchisee or in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee), as long as Company chooses not to exercise its right of first refusal under Section 13(g) with respect to that ownership interest and receives a Guaranty signed by each Controlling Principal of a corporate or limited liability company Franchisee, or general partner in a partnership Franchisee, who has not previously signed a Guaranty together with a revised Exhibit E. If Company agrees to release any retiring stockholder, partner or beneficial owner from further liability under a Guaranty, the retiring stockholder, partner or beneficial owner must also give Company an unconditional, general release, in form and substance satisfactory to Company, of any claims the stockholder, partner or beneficial owner may have against Company and its Affiliates and their respective owners, directors, officers, and agents.

(3) If Franchisee is an individual, Franchisee may effect a transfer under Section 13(f)(1) and simultaneously or later transfer less than a Controlling Ownership Interest in a Business Entity's beneficial ownership to any combination of Franchisee's spouse, natural or adopted children or an inter vivos (lifetime) trust created for the benefit of Franchisee's spouse and/or children. Company will consent to the transfer and waive payment of a transfer fee and its right of first refusal under Section 13(g) upon its receipt of such documentation and information concerning the transfer and the resulting ownership of the Franchisee's stock or units of beneficial ownership as Company may reasonably request. The required documentation will include, without limitation, (i) a certified list of the Business Entity's equity owners (designating the amount and percentage of stock or units of beneficial ownership each equity owner owns), and (ii) a Guaranty signed by each Controlling Principal who has not previously signed a Guaranty.

(4) If Franchisee is a Business Entity, each of Franchisee's Principals may transfer less than a Controlling Ownership Interest in Franchisee to any combination of the person's spouse, natural or adopted children or an inter vivos trust created for the benefit of the person's spouse and/or children. Company will consent to the transfer and waive payment of a transfer fee and its right of first refusal under Section 13(g) upon its receipt of such documentation and information concerning the transfer and the resulting ownership of Franchisee as Company may reasonably request. The required documentation will include, without limitation, (i) a certified list of the Franchisee's equity owners (designating the amount and percentage of stock, partnership interests or units of beneficial ownership

each Principal owns), and (ii) a Guaranty signed by each Controlling Principal who has not previously signed a Guaranty.

(g) **Right of First Refusal.** If Franchisee (or any of its Principals) at any time determines to sell or transfer for consideration an interest in this Agreement and the Restaurant, any ownership interest in Franchisee (not just a Controlling Ownership Interest in Franchisee) (except to or among Franchisee's current Principals, which is not subject to this subsection), or a Controlling Ownership Interest in a Business Entity with any ownership interest in Franchisee in a transaction that otherwise would be allowed under Section 13, Franchisee (or its Principals) agrees to obtain from a responsible and fully disclosed buyer, and send Company, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in Franchisee, in its Business Entity owner, or in this Agreement and the Restaurant. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Sections 13(a), (b), and (d) above. Company may require Franchisee (or its Principals) to send Company copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

Company may, by written notice delivered to Franchisee, its selling Principal(s), or the selling owner of the Business Entity owner of Franchisee within 30 days after Company receives both an exact copy of the offer and all other information Company requests, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that (1) Company (or its designee) may substitute cash for any form of payment proposed in the offer (such as ownership interests in a Business Entity), (2) Company's (or its designee's) credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, Company or its designee may provide promissory notes with the same terms as those offered by the proposed buyer), (3) Company (or its designee) will have no less than 45 additional days to prepare for closing after notifying Franchisee of its election to purchase, (4) Company (or its designee) must receive, and Franchisee and its Principals (or the other owner) agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a Business Entity, as applicable, including, without limitation, representations and warranties regarding ownership and condition of and title to ownership interests and/or assets; liens and encumbrances relating to ownership interests and/or assets; and validity of contracts and the liabilities, contingent or otherwise, of the Business Entity whose assets or ownership interests are being purchased, and (5) if the price offered to Franchisee or its Principal (or the other owner) for the interest proposed to be transferred includes all or a portion of the transfer fee referenced in Section 13(b), Company may reduce the purchase price it must pay (if it exercises its right of first refusal) by the amount of that transfer fee (or portion of the transfer fee). Once Franchisee submits the offer and related information to Company triggering the start of the 30-day decision period referenced above, the offer is irrevocable for that 30-day period. This means that Company has the full 30-day period to decide whether to exercise its right of first refusal and may choose to do so even if Franchisee or its Principal(s) (or the other owner) changes its, his, or her mind during that period and prefers after all not to sell the particular interest that is the subject of the offer. Franchisee and its Principal(s) may not withdraw or revoke their offer for any reason during the 30-day period, and Company (or its designee) may exercise the right to purchase the particular interest in accordance with the terms of this Section. Company has the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section.

If Company or its designee does not exercise the right of first refusal, Franchisee or its Principal(s) (or the other owner) may complete the sale to the proposed buyer on the original offer's terms, but only if Company otherwise approves the transfer in accordance with, and Franchisee (and its Principals or the other owner) and the transferee comply with the conditions in, this Section 13. This means that, even if Company does not exercise its right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under this Section 13, Franchisee (or its Principals or the other owner) may not move forward with the transfer at all.

If Franchisee (or its Principals or the other owner) does not complete the sale to the proposed buyer within 60 days after Company notifies Franchisee that Company does not intend to exercise its right of first refusal, or if there is a material change in the terms of the sale (which Franchisee agrees to tell Company promptly), Company or its designee will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or Company's receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at Company's or its designee's option.

**(h) Purchase Upon Franchisee's Death or Disability.**

(1) This Section 13(h) applies only if (i) an individual Franchisee, a general partner owning at least a Controlling Ownership Interest in a partnership Franchisee, a beneficial owner owning at least a Controlling Ownership Interest of a Business Entity Franchisee, or a beneficial owner owning at least a Controlling Ownership Interest of a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee dies or becomes disabled during the term of the franchise, and (ii) the death or disability results in a change in executive-level responsibility for managing the franchised business.

(2) During the first 120 days after the death or disability occurs, Company will evaluate the new management's willingness and ability to operate the Restaurant in compliance with this Agreement. By the end of the 120-day evaluation period, Company will decide whether the new management is qualified to manage the Restaurant and will notify management of its decision. As conditions to continuing the franchise relationship, each Controlling Principal of Franchisee must furnish Company a signed Guaranty, and any deficiency in Franchisee's compliance with the requirements of this Agreement must be cured. Further, Company may require the new management to attend and satisfactorily complete the training program provided under Section 6(a)(3).

(3) If any of the conditions stated in Section 13(h)(2) are not satisfied, or if Company decides that the new management has not adequately demonstrated its business qualifications or commitment to the franchise relationship, the owners of the franchise will have 120 days after delivery of Company's notice to sign a binding contract to sell the franchise to a buyer approved by Company in accordance with, and in a transaction structured to comply with, Section 13(b) or 13(d), whichever is applicable. The proposed sale will be subject to Company's right of first refusal under Section 13(g).

(4) If a binding contract of sale is not signed before the 120-day selling period expires, or if a contract is signed but the proposed sale is not concluded within the required timeframe after Company chooses not to exercise its option under Section 13(g), Company will have an additional option during the next 30 days to purchase the interest in the franchise or in Franchisee or its Business Entity owner that the deceased or disabled person held at the date of death or disability. The purchase price for the interest will be its fair market value, determined through negotiations or by appraisal. Unless otherwise agreed by the parties, the purchase price will be payable in cash at closing. If Company delivers written notice of its intention to exercise the option within the 30-day period, the option will be considered effectively exercised whether or not the purchase is actually consummated within the 30-day period.



(5) If the parties fail to agree on a purchase price for the interest within 21 days after delivery of Company's notice, the issue will be submitted as promptly as possible to a group of three appraisers who are experienced in valuing similar franchises, one of whom will be selected by Company, another by the decedent's estate, and the third by the first two appraisers. All parties agree to submit to such appraisal proceedings, to be bound by the decision of a majority of the appraisers and to share payment of the appraisers' fees and expenses equally.

#### **14. INTEREST ON DELINQUENT ACCOUNTS**

If Franchisee fails to make any royalty, marketing fee, Ad Fund contribution or other payment to Company or its Affiliates (including Area Cooperative contributions) within five business days after it is due, the amount payable will bear interest from the date it became due through the date of payment at the highest commercial contract rate of interest permitted by applicable law. Any interest collected is nonrefundable. Nothing in this Agreement obligates Franchisee or any guarantor of Franchisee's obligations to pay, or entitles Company to collect, interest in excess of the maximum rate applicable law permits. If, for any reason, Company charges or receives interest in excess of the maximum rate permitted by applicable law, the excess will be applied as a payment against the principal amount of Franchisee's other obligations under this Agreement. If no other obligations are due, Company will refund the excess payment to the party that paid it within 30 days after Franchisee's written request. After 30 days, no refunds will be granted.

#### **15. RESTAURANT RELOCATION.**

Franchisee may not under any circumstances relocate the Restaurant to new premises without Company's prior written consent, which Company may grant or deny as it deems best. Company may condition its consent, if any, of Franchisee's relocation request on: (a) the new premises being located in the Trade Area (as determined by Company in its sole judgment) and in no case infringing another Restaurant's protected trade area; (b) the new premises and its lease being acceptable to Company; (c) Franchisee paying Company a \$5,000 relocation fee, which is due five days after Company's request; (d) Franchisee paying Company upon request its then-current fees and charges to help Franchisee construct and develop the Restaurant at the new premises in full compliance with Wingstop requirements; (e) Franchisee confirming that this Agreement remains in effect and governs its operation of the Restaurant at the new premises with no change in the term or, at Company's option, Franchisee signing Company's then-current form of Franchise Agreement to govern its operation of the Restaurant at the new premises for a new franchise term; (f) Franchisee signing a Relocation Rider to Franchise Agreement or similar document to govern its transition from the Restaurant's former premises to the new premises; (g) Franchisee signing a general release, in form and substance satisfactory to Company, of any and all claims against Company and its Affiliates and their respective owners, directors, officers, and agents; (h) Franchisee continuing to operate the Restaurant at its original location until Company authorizes its closure; and (i) Franchisee taking all action, within the timeframe Company specifies and at Franchisee's own expense, that Company requires to de-brand and de-identify the Restaurant's former premises so that they no longer are associated in any manner (in Company's opinion) with the Wingstop franchise system. If Company approves the relocation, the documents that Company and Franchisee sign in connection with the relocation will describe the Restaurant's new Trade Area. Franchisee's proposed relocation of the Restaurant outside the Trade Area, if approved by Company (though Company has no obligation to grant its consent), will be treated as Franchisee's acquisition of a new franchise rather than a relocation.

#### **16. DEFAULT.**

(a) If any event or condition listed in this Section 16 (an "Event of Default") occurs, Franchisee will be in default under this Agreement; the occurrence of an Event of Default is not

predicated on notice of default by Company. Company's failure to take prompt action with respect to a particular Event of Default will not constitute a waiver of that or any subsequent Event of Default.

(b) Following are Events of Default that Franchisee (or another responsible party) may cure by taking appropriate remedial action within a prescribed time after Company demands remedial action. Unless Franchisee (or another responsible party) cures such an Event of Default before the end of the indicated remedial period, Company may terminate the franchise or take any of the other actions Section 17 permits. If the Event of Default is cured to Company's satisfaction before Company gives Franchisee notice of termination, Company will not proceed under Section 17. If an Event of Default appears in more than one subparagraph below in this Section 16(b), or in this Section 16(b) and in Section 16(c), Company may choose to give Franchisee the shorter time period to cure the particular Event of Default (if different cure periods are provided in different subparagraphs) or no opportunity to cure the particular Event of Default (if a subparagraph provides that an Event of Default cannot be cured).

(1) Franchisee fails to construct and open the Restaurant in compliance with Sections 7(b), 7(c)(1), 7(c)(2) or 7(c)(5), or to complete the Wingstop training program in accordance with Section 7(c)(3). REMEDY: Franchisee must complete any unfulfilled requirement within 15 days after Company notifies Franchisee in writing of the action to be taken.

(2) Franchisee fails to fulfill any requirement, to perform any obligation, or to observe any restriction set forth in Sections 5, 7(a), 7(c)(4), 7(c)(6) through 7(c)(9), 7(c)(11) through 7(c)(14), 7(c)(16), 7(c)(17), 7(c)(19) through 7(c)(21), 7(c)(25) or 7(c)(26). REMEDY: Franchisee must correct any element of noncompliance within 30 days after Company notifies Franchisee in writing of the remedial action to be taken.

(3) Franchisee fails to pay any trade obligation due to a vendor with whom Company or any of its Affiliates does business, as a result of which the vendor withholds or threatens to withhold the sale of goods or services, or withdraws or threatens to withdraw the availability of normal trade terms, to Company, any Company Affiliate or another franchisee. REMEDY: Franchisee must pay the obligation in full within 10 days after Company makes written demand for payment, unless Franchisee is actively contesting the amount or validity of the vendor's claim in good faith and promptly furnishes Company a statement of the reasons Franchisee is withholding payment and the action Franchisee is taking to resolve the dispute. So long as Company concurs that Franchisee is actively contesting the claim in good faith, Franchisee may continue withholding payment of the disputed amount until the dispute is resolved.

(4) Franchisee fails to take appropriate action to correct any condition noted as "unsatisfactory" or "needs improvement" in any QSC Inspection report within 15 days after receiving a copy of the report. REMEDY: Franchisee must initiate appropriate corrective action within five business days after Company notifies Franchisee in writing of the condition to be corrected and must complete the corrective action within a reasonable time.

(5) Franchisee fails to submit when due a report required by Section 7(a)(4) or 7(c)(22), a financial statement required by Sections 7(c)(22), (23), (25), or (26) or a tax return required by Section 7(c)(23) promptly after Company requests it. REMEDY: Franchisee must submit the report, financial statement or tax return within 10 days after Company makes written demand upon Franchisee for its submission.

(6) Franchisee fails to fulfill any requirement or to perform any obligation set forth in Section 8 with respect to advertising and promotions (other than a failure to make marketing fee or Ad Fund contributions, which are covered by Sections 14 and 16(b)(19)) or in Section 13(f). REMEDY:

Franchisee must correct the failure or breach within 30 days after Company gives Franchisee written notice specifying the default.

(7) Franchisee or any other Person bound under Section 23 fails or refuses to honor a request for indemnification under Section 7(c)(27); breaches any restriction or obligation set forth in Section 9 or any related terms of use agreement; breaches any covenant or obligation set forth in Section 12; or otherwise makes any unauthorized use of a Mark, an item of Copyrighted Materials or an element of the System. REMEDY: The breaching party must remedy the breach, honor the request, or permanently cease the unauthorized use within 10 days after Company makes written demand upon Franchisee to take specified curative action.

(8) Franchisee asserts a claim to, or alters, the Wingstop domain name, any Mark, any item of Copyrighted Materials or any element of the System adverse to Company's interests. REMEDY: Franchisee must immediately cease use of such alteration and/or unconditionally withdraw the claim within 10 days after Company makes written demand that Franchisee do so.

(9) Franchisee knowingly engages in any activity or business practice that Company reasonably considers detrimental to the goodwill and public image of the Wingstop franchise system. REMEDY: Franchisee must permanently cease the activity or business practice within 10 days after Company makes written demand upon Franchisee to cease any activity specified in the notice.

(10) Franchisee operates a Delivery Service other than in accordance with Section 2(c)(2). REMEDY: Franchisee must permanently cease the activity within 10 days after Company makes written demand upon Franchisee to do so.

(11) Franchisee sells to any wholesale (or retail customer the ingredients (including proprietary Wingstop sauces and seasonings) from or with which any menu item is prepared. REMEDY: Franchisee must permanently cease the activity within 10 days after Company makes written demand upon Franchisee to do so.

(12) Franchisee sells Wingstop brand food, memorabilia or other merchandise from catalogues, an Internet Website or a Special Outlet without Company's express prior permission. REMEDY: Franchisee must permanently cease the activity or business practice within 10 days after Company makes written demand upon Franchisee to do so.

(13) Franchisee operates a Special Outlet without Company's prior written permission. REMEDY: Franchisee must permanently cease the activity or business practice within 10 days after Company makes written demand upon Franchisee to do so.

(14) Franchisee sells any products or services not approved by Company. REMEDY: Franchisee must permanently cease the activity or business practice within 10 days after Company makes written demand upon Franchisee to do so.

(15) Franchisee fails to remodel the Restaurant in accordance with the plans and specifications provided to Franchisee under Section 5 or as such plans may be adapted with Company's approval. REMEDY: Franchisee must correct any element of noncompliance within 30 days after Company notifies Franchisee in writing of the remedial action to be taken.

(16) Franchisee fails to procure and maintain the insurance policies required by Section 7(c)(26). REMEDY: Franchisee must cure such default within 10 days after Company makes written demand upon Franchisee to do so.

(17) Franchisee fails to comply with the software license requirements or hardware upgrades in Section 5 or the Operations Manual. REMEDY: Franchisee must correct the failure or breach within 10 days after Company gives Franchisee written notice specifying the default.

(18) Franchisee fails at any time to have employed at the Restaurant a qualified General Manager or Assistant Manager. REMEDY: Franchisee must correct the failure or breach within 30 days after Company gives Franchisee written notice specifying the default.

(19) Franchisee fails to pay in full when due any royalty or marketing fee payment (including any fines) in accordance with Section 10(b), any Ad Fund or Area Cooperative contribution in accordance with Section 8, or any other amount owed to Company or its Affiliates. ACTION - Franchisee must make payment in full, with interest as provided in Section 14, within five days after Company makes written demand upon Franchisee to do so.

(20) Franchisee or any other Person bound under Section 23 either (i) fails to observe or comply with the requirements of Section 13 in connection with any sale, assignment or transfer, or (ii) makes a material representation in any transfer request or document in support of a transfer request. ACTION - Franchisee must correct within 10 days all elements of non-compliance, including misrepresentations, before the sale, assignment or transfer is completed (including correction of misrepresentations in time for Company to have a reasonable opportunity to consider and act on the corrected information).

(c) Following are Events of Default that are irreversible and cannot be cured; Franchisee will have no opportunity to cure these Events of Default.

(1) Franchisee or any other Person bound under Section 23 breaches the non-competition covenant in Section 19 or the covenants concerning use of the System, the Operations Manual or the Wingstop Intranet in Sections 12(b)(1), 12(b)(2), 12(b)(3), or 12(c)(2).

(2) Franchisee sells the Restaurant's assets or transfers possession of its premises in violation of Section 7(c)(28) or abandons the Restaurant. Franchisee will be conclusively presumed to have abandoned the Restaurant if Franchisee fails to open it for retail trade during normal business hours on more than three consecutive days or on more than four of any 10 consecutive days, in either case excluding periods the Restaurant is undergoing major renovations or remodeling in accordance with a schedule Franchisee has worked out with Company.

(3) Franchisee or any other Person bound under Section 23 tampers with or disables the Restaurant's Information System or Company's ability to access it; or refuses to permit Company or its designee to conduct a QSC Inspection permitted under Section 7(c)(18), an audit permitted under Section 7(c)(24) or a financial records inspection permitted under Section 7(c)(25); or interferes with Company's ability to electronically poll the Restaurant's Information System in accordance with Section 7(c)(22); or refuses to participate in Company's audit, knowingly maintains false books or records, submits any false reports to Company, or lacks adequate business records to conduct or complete an audit.

(4) Franchisee intentionally revokes the direct debit authorization agreement Section 10(b) requires, or closes the account to which the authorization agreement applies, without first having established another payment account and having signed and delivered to Company a new Authorization Agreement for Preauthorized Payments on a form acceptable to Company and its bank.

(5) Franchisee (or any of its Controlling Principals) (a) fails on three or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or

not Company notifies Franchisee of the failures, and, if Company does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Company's delivery of notice to Franchisee, or (b) fails on two or more separate occasions within any six consecutive month period to comply with the same obligation under this Agreement, whether or not Company notifies Franchisee of the failures, and, if Company does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Company's delivery of notice to Franchisee.

(6) Franchisee or any guarantor of Franchisee's monetary obligations to Company becomes insolvent, admits in writing the inability to pay the monetary obligations of Franchisee or the guarantor as they mature, is adjudicated a bankrupt, voluntarily files a petition for liquidation or reorganization under any provision of the United States Bankruptcy Code, makes an assignment for the benefit of creditors or takes any other action pursuant to any federal or state insolvency statute.

(7) A receiver or trustee is appointed for all or a substantial part of Franchisee's assets, or a judgment for an amount in excess of \$5,000 is entered against Franchisee that Franchisee does not pay or cannot stay within 30 days after the judgment is entered.

(8) Company sends a notice of termination under any other Franchise Agreement to which Franchisee, a Controlling Principal of Franchisee, or a Business Entity owned in whole or in part by a Controlling Principal of Franchisee is a party.

(9) Franchisee loses either the right to occupy or actual possession of the Restaurant's premises, regardless of the reason (including, without limitation, lease expiration or lease termination), provided, however, if Franchisee loses actual possession of the premises (but not the leasehold occupancy rights to the premises) due solely to fire, riot, flood, acts of terrorism, or natural disaster, Company may not terminate this Agreement unless Franchisee fails to reopen the Restaurant at the premises within 150 days after the date on which Franchisee lost actual possession of the premises.

(10) Franchisee (or any of its Controlling Principals) is or has been convicted by a trial court or other administrative body of, or pleads or has pleaded guilty or no contest to, a felony.

(11) Franchisee (or any of its Controlling Principals) engages in any dishonest, unethical, immoral, or similar conduct as a result of which Franchisee's (or the Controlling Principal's) association with the Restaurant (or the Controlling Principal's association with Franchisee) could, in Company's reasonable opinion, have a material adverse effect on the goodwill associated with the Marks.

## **17. TERMINATION; OTHER REMEDIES.**

(a) If Franchisee commits an Event of Default or allows an Event of Default to occur and does not cure it before the related remedial period, if any, expires, Company may at its sole discretion, but subject to compliance with applicable statutory notice and/or hearing requirements, (i) terminate the franchise and Franchisee's rights under this Agreement, or (ii) compel Franchisee to sell the Restaurant in accordance with Section 17(d), in which case Company will provide a checklist that Franchisee must complete, and all fees due and owing Company must be paid in full prior to closing. Upon termination or expiration of the franchise, Franchisee's right and privilege to use the Marks, the Copyrighted Materials, the Trade Secrets and all components of the Operations Manual shall absolutely and unconditionally cease. Franchisee must immediately:

(1) discontinue use of the Marks, the Copyrighted Materials, the System and the Trade Secrets;

(2) return to Company the entire Operations Manual and any other printed, graphic or audio/visual item designated by Company as containing Trade Secrets;

(3) remove from the Restaurant's premises all interior and exterior Wingstop signs and other uses of the Marks; and

(4) alter the Restaurant's interior to remove all Trade Dress items and otherwise eliminate the distinctive features of the Restaurant concept.

(b) Upon the franchise's termination or expiration, Company may immediately file with Franchisee's local telephone company all Assignments of Telephone Number(s) that Franchisee provided Company in accordance with Section 7(c)(4) and may instruct the telephone company to transfer use and control of the Restaurant's telephone number(s) to Company or its designee. Franchisee irrevocably constitutes and appoints Company and its designees as Franchisee's agent and attorney-in-fact to effect the transfer of the Restaurant's telephone number(s), including authority to execute and deliver on Franchisee's behalf any Transfer of Service Agreement the telephone company requires, and to revoke any call-forwarding or similar instructions Franchisee has given the telephone company. Company will have no liability to Franchisee on account of or arising from any action it authorizes or takes to effect the transfer of the Restaurant's telephone number(s) in accordance with this Section 17(b). Franchisee also must take such action necessary to cancel any assumed name or equivalent registration used with Company's Marks and provide proof of same to Company. In addition, Company is entitled to injunctive or similar relief, without bond, against Franchisee and any other Person bound under Section 23 to enforce compliance with these requirements.

(c) If Franchisee does not comply with the requirements of Section 17(a) within seven days after the franchise's termination or expiration, Company or its designee may, at Franchisee's expense, enter the Restaurant's premises and effect Franchisee's compliance with all of that Section's requirements, including removal and storage of Franchisee's signs and alteration or removal and storage of Trade Dress items. Franchisee irrevocably constitutes and appoints Company and its designees as Franchisee's agent and attorney-in-fact to effect compliance with Section 17(a)'s requirements, and Company will have no liability to Franchisee, in trespass or otherwise, on account of or arising from any action it authorizes or takes to effect Franchisee's compliance. In addition, Company will be entitled to injunctive or similar relief, without bond, against Franchisee and any other Person bound under Section 23 to enforce compliance with these requirements.

(d) In lieu of immediately terminating the franchise in accordance with Section 17(a), Company may order Franchisee to sell the Restaurant and transfer Franchisee's rights under this Agreement to a purchaser designated by or acceptable to Company. After Company orders Franchisee to sell the franchised business, Franchisee will have no further right or opportunity to remedy a default or to reinstate Franchisee's right to continue operating the Restaurant. Except for Company's right to approve a proposed purchaser's financial and business qualifications and to ensure that all royalties, Ad Fund contributions, marketing fees and other amounts due Company and its Affiliates (including Area Cooperative contributions) are paid at the closing of the sale, Franchisee will be entitled to establish and negotiate the terms of sale. If Franchisee does not negotiate definitive terms of sale with a qualified purchaser, either designated by Company or located by Franchisee and approved by Company, within 90 days after Franchisee receives Company's demand to sell, or does not consummate the sale within 45 days after negotiations are completed, Company may terminate the franchise under Section 17(a) without further notice.

(e) In addition to the preceding rights and remedies (and in lieu of immediately exercising its rights under Section 17(a)), Company may notify each distributor of Wingstop brand products and

merchandise that Franchisee is no longer authorized to purchase these items or any paper goods imprinted with any of the Marks and that sales of such merchandise to Franchisee must therefore be discontinued until further notice from Company.

(f) In addition to the preceding rights and remedies, Company may recover all royalties, marketing fees, Ad Fund contributions, and other amounts due Company and its Affiliates (including Area Cooperative contributions), plus interest under Section 14, with or without terminating the franchise.

(g) In addition to the preceding rights and remedies, Company may cancel Franchisee's account on the Wingstop Intranet network and deny Franchisee further access to communication via the Intranet, with or without terminating the franchise.

(h) In addition to the preceding rights and remedies, Company may obtain injunctive relief, without bond, against Franchisee and/or any other Person bound under Section 23 restraining the unauthorized or violative use of any Mark, item of Copyrighted Materials or Trade Secret, with or without terminating the franchise.

(i) In addition to the preceding rights and remedies, Company may recover damages from Franchisee and any other Person bound under Section 23 for the unauthorized use of any Mark and/or Trade Secret or the unauthorized use, copying or distribution of any item of Copyrighted Materials, and for any loss of customer or future Franchisee goodwill in the Restaurant's Trade Area.

(j) In addition to the preceding rights and remedies, Company will have an option (but no obligation) to purchase all or any part of the Restaurant's signs, equipment, fixtures and useable inventory from Franchisee for 60 days after the franchise expires or is terminated. The purchase price for signs and equipment will equal their net book value (cost, less depreciation) or fair market value, whichever is lower; the purchase price for useable inventory will equal its invoiced cost to Franchisee. The purchase price will be payable in cash (except that Company may assume any note or lease covering signs, equipment or fixtures). Franchisee agrees to provide Company the information necessary to establish the purchase price, to sign and deliver to Company a bill of sale or an assignment of lease, and otherwise to cooperate with Company in its taking title to and delivery of the items Company purchases. If Franchisee fails or refuses to comply with its obligations under this Section during the option period, Company's option will be extended until 15 days after Franchisee complies. Company has the unrestricted right to assign this option to purchase to a third party, who then will have the rights described in this paragraph.

(k) In addition to the preceding rights and remedies, Company will have an option (but no obligation) to require Franchisee to assign to Company or its assignee the lease for the Restaurant's premises and/or allow Company or its assignee to possess the Restaurant's premises to the exclusion of Franchisee, whether or not Franchisee's landlord takes action to terminate Franchisee's occupancy rights. Franchisee may not interfere with Company's or its assignee's exercise of these rights.

**NOTE:** Termination of the franchise will ordinarily become effective upon Company's delivery of written notice of termination to Franchisee. However, if (1) an Event of Default occurs, and (2) before Company delivers notice of default and/or notice of termination, a voluntary or involuntary petition is filed under any chapter of the United States Bankruptcy Code by, on behalf of, or against Franchisee, and (3) the Event of Default remains unremedied at the time the bankruptcy or reorganization petition is filed, no notice of default or termination will be required. Instead, if Franchisee files a voluntary petition for liquidation or reorganization under the United States Bankruptcy Code, termination will automatically become effective the instant a petition is signed by or on behalf of Franchisee. If an involuntary petition is filed, termination will automatically become effective the instant the petition is submitted to the clerk of the Bankruptcy Court for filing.

## **18. LIQUIDATED DAMAGES.**

(a) If after (i) the expiration of the franchise in accordance with Section 11, or (ii) the termination of the franchise by Company in accordance with Section 17, Franchisee continues to use any of the Marks or element of the System in connection with the continued operation of the Restaurant or otherwise, then, in addition to any other remedies available to Company at law or in equity, Company will be entitled to collect from Franchisee, and Franchisee agrees to pay, a weekly royalty for such use of the Marks and/or the System equal to one-hundred-fifty percent (150%) of the royalties that Franchisee would otherwise have been obligated to pay under Section 10.

(b) If Franchisee unilaterally repudiates and surrenders the franchise before the expiration of its term and, within 24 months after the date of termination, directly or indirectly commences operation of a quick service food business that serves chicken pieces, chicken strips or chicken wings as a primary menu item (“primary” meaning that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings), then, in addition to any other remedies available to Company at law or in equity, Company will be entitled to receive throughout what would have been the entire remaining term of the franchise, and Franchisee agrees to pay, a weekly fee equal to ten percent (10%) of the competing operation’s revenues, measured in accordance with the definition of Gross Sales in the Glossary attached to this Agreement.

(c) If Franchisee disposes of the Restaurant’s operating assets or premises in violation of Section 7(c)(28) and/or Section 13(a) and the purchaser refuses to sign a Franchise Agreement for the continued operation of the Restaurant as a Wingstop Restaurant, then, in addition to any other remedies available to Company at law or in equity, Company will be entitled to receive, and Franchisee agrees to pay, a sum equal to the royalties Company would otherwise have received during the remaining term of the franchise, discounted to present value. In calculating the royalties Company would otherwise have received, Franchisee will be deemed to have earned annual Gross Sales for the balance of the franchise term equal to one-third of the Restaurant’s Gross Sales for the 36 months preceding the date on which the violative disposition occurs.

## **19. COVENANT AGAINST COMPETITION; SPECIAL REPRESENTATIONS AND WARRANTIES.**

(a) In consideration of Company’s providing operations and training to Franchisee and disclosing to Franchisee the System and other Trade Secrets, Franchisee and its Controlling Principals covenant and agree that, during the term of the franchise and for two years after its expiration or termination, Franchisee and its Controlling Principals will not own or operate, directly or indirectly (including through a direct relative such as a spouse, sibling, parent, child, or in-law), or accept employment by, hold an interest in, or perform services in any capacity for any quick service food business that serves chicken pieces, chicken strips or chicken wings as a primary menu item, except as a franchisee of Company. “Primary” means that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings. In order to give effect to Franchisee’s and its Controlling Principals’ obligations in this Section 19, Franchisee acknowledges and agrees that neither it nor any of its Controlling Principals will seek to violate this Section 19 directly or through any other person (for example, a direct relative) with whom Franchisee or the Controlling Principals are acting in concert or participating in connection with the prohibited activities and that Company may enforce the restrictions in this Section 19 by taking action against Franchisee, its Controlling Principals, and all other persons with whom Franchisee and its Controlling Principals are acting in concert or participating in connection with the prohibited activities. In other words, Franchisee and its Controlling Principals will be deemed to be in violation of the restrictions contained in this Section



19 even if a direct relative such as a spouse, sibling, parent, child, or in-law is engaging in the activities proscribed by this Section.

(b) During the term of the franchise, this covenant not to compete will apply universally; for the two-year period after the franchise expires or is terminated, the covenant will apply in the DMA in which the Restaurant is located and in each other DMA in which a Wingstop Restaurant is then operating or under development. For purposes of calculating the duration of the two-year period, any time during which Franchisee or its Controlling Principals are in violation or breach of the covenant will be excluded.

(c) Franchisee and its Controlling Principals acknowledge that their covenant not to compete is reasonable and necessary to protect the business and goodwill of the Wingstop franchise system and to avoid misappropriation or other unauthorized use of the System and Company's other Trade Secrets.

(d) Franchisee and its Controlling Principals acknowledge and confirm that they possess the education, training and experience necessary to earn a reasonable livelihood apart from operating a business that serves chicken wings, chicken pieces, or chicken strips as a primary product ("primary" meaning that the business derives more than ten percent (10%) of its revenue from selling chicken pieces, chicken strips, or chicken wings).

(e) Franchisee represents and warrants to Company that none of Franchisee, any Principal or executive officer of Franchisee, or any of their respective Affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Further, Franchisee represents and warrants that neither Franchisee nor any such Person referred to above has violated, and no such Person will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act, U.S. Executive Order 13244 or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee must immediately notify Company in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

(f) Franchisee grants Company and its Affiliates a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including Franchisee's interests under all real property and personal property leases) of the Restaurant, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Restaurant. All items in which a security interest is granted are referred to as the "Collateral."

(1) The Security Interest is to secure payment of the following (the "Indebtedness"):

(i) All amounts due under this Agreement or otherwise by Franchisee;

(ii) All sums which Company (or its Affiliates) may, at its option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

(iii) All expenses, including reasonable attorneys' fees, which Company (or its Affiliates) incurs in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting its rights under the Security Interest and this Agreement; and

(iv) All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of Franchisee to Company or third-parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not Franchisee executes any extension agreement or renewal instruments.

(2) Franchisee will from time to time as required by Company or its Affiliates execute any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to Company or its Affiliates.

(3) Upon default and termination of Franchisee's rights under this Agreement, Company will have the immediate right to possession and use of the Collateral.

(4) Franchisee agrees that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured will, at the option of Company or its Affiliates and without notice, become due and payable immediately, and Company and its Affiliates will then have the rights, options, duties, and remedies of a secured party under, and Franchisee will have the rights and duties of a debtor under, the Uniform Commercial Code of Texas, including, without limitation, Company's and its Affiliates' right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by Company or its Affiliates in a commercially reasonable manner. Reasonable notification of the time and place of any sale will be satisfied by sending to Franchisee pursuant to the notice provisions set forth below.

(5) This Agreement will be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

## **20. PARTIAL INVALIDITY.**

The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, will continue in full force and effect.

## **21. NOTICES.**

All notices or demands required or permitted under this Agreement must be in writing and will be deemed delivered when deposited with the United States Postal Service, first class postage prepaid, certified or registered mail, return receipt requested, or with an overnight delivery service for next business day delivery with proof of delivery, addressed, if to Company, to 15505 Wright Brothers Drive, Addison, Texas 75001, Attn. President; and if to Franchisee's Designated Principal, to **[LEGAL NOTICE]**. Either party may at any time change the address to which notices are to be sent, or other contact information, by giving the other at least 10 days' prior notice in accordance with this Section 21. If the notice address for Franchisee referenced above is the Restaurant's address and the Restaurant has not yet opened for business, or if Franchisee at any time during this Agreement's term loses possession of or otherwise cannot be reached at the Restaurant's premises, Franchisee's address for notice purposes will be the last residential or office address of Franchisee's Designated Principal known by Company.

## **22. STATUS OF PARTIES.**

This Agreement is not intended to create, and will not be interpreted or construed as creating, a partnership, joint venture, agency, employment, personal services, fiduciary or other “special” relationship between Company (or its Affiliates) and Franchisee, and no representation to the contrary will be binding upon Company (or its Affiliates). In addition, Restaurant employees are under Franchisee’s control in implementing and maintaining the System at the Restaurant. Company and its Affiliates are not the employer or joint employer of Restaurant employees. Company and its Affiliates will not exercise direct or indirect control over the working conditions of Restaurant personnel, except to the extent such indirect control is related to Company’s legitimate interest in protecting the quality of the Wingstop brand, products, or services. Company and its Affiliates do not share or codetermine the terms and conditions of employment of Restaurant employees or affect matters relating to the employment relationship between Franchisee and Restaurant employees, such as employee selection, promotion, termination, hours worked, rates of pay, collection, allocation or disbursement of tips, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Franchisee has sole responsibility and authority for these terms and conditions of employment. Franchisee must communicate clearly with Restaurant employees in all dealings, including its employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials, that Franchisee (and only Franchisee) is their employer and that Company, as the franchisor of Wingstop Restaurants, and its Affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. Franchisee must obtain an acknowledgment (in the form Company specifies or approves) from all Restaurant employees that Company and its Affiliates are not their employer.

## **23. BINDING EFFECT.**

This Agreement will be binding upon and inure to the benefit of Company and Franchisee and their respective successors, assigns, executors, heirs and personal representatives. If Franchisee is, or subsequently transfers the franchise to, a Business Entity, each Controlling Principal and general partner of Franchisee also will be personally and individually bound by all provisions of this Agreement. Each Principal who is not a Controlling Principal will be personally and individually bound by certain covenants concerning confidentiality if he or she has access to Trade Secrets or other Confidential Information.

## **24. LAW GOVERNING; DISPUTE RESOLUTION.**

(a) ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE ARBITRATION ACT. EXCEPT TO THE EXTENT GOVERNED BY THE ARBITRATION ACT OR OTHER UNITED STATES FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN COMPANY AND FRANCHISEE WILL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICT OF LAW RULES WILL NOT APPLY, AND ANY TEXAS LAW REGULATING THE SALE OF FRANCHISES OR BUSINESS OPPORTUNITIES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

(b) Franchisee and Company agree that, except as provided below in this Section 24(b), all controversies, disputes, or claims between Company and its Affiliates, and their respective owners,

officers, directors, agents and/or employees, and Franchisee (and/or its owners, guarantors, Affiliates and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between Franchisee and Company;
- (2) Company's relationship with Franchisee;
- (3) the validity of this Agreement or any other agreement between Franchisee and Company, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section; or
- (4) any standard, specification, operating procedure, or rule;

must be submitted for binding arbitration, on demand of either party, to the AAA. The arbitration proceedings will be conducted by one arbitrator and, except as this Section 24(b) otherwise provides, according to the AAA's then-current commercial arbitration rules. All proceedings will be conducted at a suitable location that is within 10 miles of where Company has its principal business address at the time the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters relating to arbitration will be governed by the Arbitration Act. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief that he or she deems proper, including, without limitation, money damages, specific performance, injunctive relief, and attorneys' fees and costs for Company (consistent with Company's rights under Section 27(d)), provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 26(e), award any exemplary, punitive, treble, or other forms of multiple damages against the other (Franchisee and Company hereby waive to the fullest extent the law permits, except as expressly provided in Section 26(e), any right to or claim for any exemplary, punitive, treble, or other forms of multiple damages against the other).

Franchisee and Company will be bound by the provisions of any limitation on the time period in which claims must be brought under applicable law or this Agreement, whichever expires earlier. In any arbitration proceeding, each party must submit or file any claim constituting a compulsory counterclaim (as defined by the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers made by either party. Company reserves the right, but has no obligation, to advance Franchisee's share of the costs (excluding attorneys' fees) of any arbitration proceeding in order for the proceeding to take place and by doing so is not deemed to have waived or relinquished its right to seek the recovery of these costs under Section 26(d).

Franchisee and Company agree that arbitration will be conducted on an individual basis, and not on a joint, collective, or class-wide basis, and that an arbitration proceeding between Company and its Affiliates, and their respective owners, officers, directors, agents and/or employees, and Franchisee (and/or its owners, guarantors, Affiliates and/or employees) may not be consolidated or joined with any other arbitration proceeding between Company and any other person. Despite the foregoing or anything to the contrary contained in this Section 24(b), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section, all parties agree that this arbitration clause will not apply to that dispute and the dispute will be resolved in a judicial proceeding in a court permitted under Section 24(c) of this Agreement.

Despite Franchisee's and Company's agreement to arbitrate provided above, Company and Franchisee agree that Company has no obligation whatsoever to arbitrate the following disputes: (i) disputes that arise under or are related to the Lanham Act, as now or later amended; (ii) disputes that otherwise relate to the ownership or validity of any of the Marks; (iii) disputes that involve enforcement of Company's intellectual property rights, including, but not limited to, Company's Confidential Information, Trade Secrets, and Copyrighted Materials; or (iv) disputes related to Company's enforcement of the covenants not to compete in Section 19. Company may enforce its rights in the disputes described in clauses (i) through (iv) exclusively in court.

With respect to the matters subject to, and not excepted from, the parties' agreement to arbitrate specified in this Section 24(b), each party has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, that each must contemporaneously submit its dispute for arbitration on the merits as provided in this Section. This Section's provisions are intended to benefit and bind certain third-party non-signatories and continue in full force and effect after and notwithstanding this Agreement's expiration or termination.

(c) SUBJECT TO (b) ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISEE AND COMPANY MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION LOCATED CLOSEST TO WHERE COMPANY HAS ITS PRINCIPAL BUSINESS ADDRESS AT THE TIME THE ACTION IS COMMENCED, AND FRANCHISEE (AND EACH OWNER) IRREVOCABLY SUBMITS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION IT (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, FRANCHISEE AND ITS OWNERS AGREE THAT COMPANY MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE IN WHICH FRANCHISEE'S RESTAURANT IS LOCATED.

## **25. CONDITION PRECEDENT.**

If Franchisee is a Business Entity, this Agreement will not be binding on Company and no franchise will be granted unless and until each Controlling Principal of Franchisee, or each general partner of Franchisee, executes and delivers a Guaranty in the form appended to this Agreement.

## **26. MISCELLANEOUS.**

(a) Definition of Terms. The terms used in this Agreement, unless otherwise defined, are also listed in the Glossary of Terms attached hereto and made a part hereof.

(b) Binding Effect. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by Company and Franchisee which is identified as such an amendment, modification, rescission, or waiver. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Operations Manual, which Company may modify unilaterally.

(c) Limited Liability for Company's Related Parties. Franchisee agrees that no past, present, or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, Affiliate, controlling party, entity under common control, ownership, or management, vendor, service provider, agent, attorney, or representative of Company will have any liability for (i) any of Company's obligations

or liabilities relating to or arising from this Agreement, (ii) any claim against Company based on, in respect of, or by reason of the relationship between Franchisee and Company, or (iii) any claim against Company based on any alleged unlawful act or omission of Company.

(d) Costs and Attorneys' Fees. If Company incurs costs and expenses (internal and external) to enforce its rights or Franchisee's obligations under this Agreement because Franchisee has failed to pay when due amounts owed to Company, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, Franchisee agrees to reimburse Company for all costs and expenses Company incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Franchisee's obligation to reimburse Company arises whether or not Company begins a formal legal proceeding against Franchisee to enforce this Agreement. If Company does begin a formal legal proceeding against Franchisee to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Company incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(e) Waiver of Exemplary Damages and Jury Trial. EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY COMPANY UNDER SECTION 7(C)(27) AND CLAIMS COMPANY ASSERTS AGAINST FRANCHISEE FOR VIOLATION OR INFRINGEMENT OF ANY OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, COMPANY AND FRANCHISEE (AND ITS OWNERS) WAIVE TO THE FULLEST EXTENT THE LAW PERMITS ANY RIGHT TO OR CLAIM FOR ANY EXEMPLARY, PUNITIVE, TREBLE, AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IF THERE IS A DISPUTE BETWEEN THEM, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. COMPANY AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM. EACH ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

(f) Limitation of Claims. Except for Franchisee's indemnification obligations under Section 7(c)(27) and except for claims arising from Franchisee's non-payment or underpayment of amounts it owes Company and its Affiliates, any and all claims arising out of or relating to this Agreement or the parties' relationship will be barred unless a proceeding (in the required forum) is commenced within two years from the date on which the violation, act, or conduct giving rise to the claim occurs, regardless of when the party asserting the claim knew or should have known of the facts giving rise to the claim.

## **27. FRANCHISEE'S ACKNOWLEDGMENTS.**

(a) Franchisee acknowledges and agrees that this Agreement, together with any duly executed amendment or addendum attached to this Agreement, contains the entire agreement between the parties with respect to Franchisee's franchise for the Restaurant, and that it supersedes any prior or contemporaneous agreements between the parties, written or oral, with respect to the franchise for the Restaurant. Nothing in this Agreement or any related agreement is intended to disclaim Company's representations in its Franchise Disclosure Document.

\_\_\_\_\_ [FRANCHISEE'S INITIALS]

(b) This Agreement may be executed in multiple copies, each of which will be deemed an original. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed

signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically likewise will be deemed an original.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

(c) Franchisee acknowledges that no document Section 26(b) requires will be binding on Company unless it is signed on Company’s behalf by a duly-authorized officer.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

(d) Franchisee acknowledges and represents that Company has approved the purchase of a franchise pursuant to all the statements and materials Franchisee submitted and that all such statements and materials are true, accurate and complete and Franchisee has made no misrepresentations or material omissions.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

(e) Franchisee acknowledges that this Agreement creates an arm’s length commercial relationship that cannot and will not be transformed into a fiduciary or other “special” relationship by course of dealing, by any special indulgences or benefits that Company bestows on Franchisee, or by inference from a party’s conduct.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

(f) Franchisee acknowledges that the terms, conditions and covenants contained in this Agreement are reasonably necessary to maintain high Wingstop standards of quality, and the uniformity of those standards, and to protect and preserve the goodwill of the Marks.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

**The acknowledgments in clauses (g) through (j) below apply to all franchisees and franchises except not to any franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.**

(g) Franchisee confirms and acknowledges that no written or oral promises, commitments, or undertakings were made to or with Franchisee that are not expressly set forth in this Agreement.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

(h) Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that its abilities and efforts are vital to the success of the venture.

\_\_\_\_\_ [FRANCHISEE’S INITIALS]

(i) Franchisee confirms and acknowledges that, except for the Item 19 Financial Performance Representation included in the Franchise Disclosure Document Company delivered to Franchisee, no person representing Company made any oral, written or visual claim, presentation or representation to Franchisee that stated or suggested that Franchisee’s Restaurant might attain any actual, projected or forecasted level of sales, income or profits.

\_\_\_\_\_ [FRANCHISEE'S INITIALS]

(j) Franchisee confirms and acknowledges that no warranty, guaranty or promise other than those expressly set forth in this Agreement, and no representations other than those expressly set forth in the Franchise Disclosure Document that Company delivered to Franchisee, were made by Company or any other person to induce Franchisee to sign this Agreement. Franchisee recognizes that neither Company nor any other party can guarantee Franchisee's business success or state the exact costs of opening and operating a Restaurant, and that such success and costs will depend primarily upon Franchisee's own efforts and business ability. Franchisee also recognizes that any new business venture is speculative.

\_\_\_\_\_ [FRANCHISEE'S INITIALS]

**28. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.**

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

*[Signature Page Follows]*



WINGSTOP FRANCHISING LLC

[FRANCHISEE]

By: \_\_\_\_\_

\_\_\_\_\_  
Signature, if an individual

Name: \_\_\_\_\_

\_\_\_\_\_  
Franchisee's name, printed

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate, partnership and limited liability company franchisees must complete the following)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Franchisee's General Manager is: \_\_\_\_\_

Franchisee's General Manager Hire Date: \_\_\_\_\_

General Manager Address/Telephone/Email: \_\_\_\_\_

The Restaurant's Scheduled Opening Date is: **[DATE]**

**EXHIBIT A  
DESCRIPTION OF PRINCIPAL MARKS**

Description of Mark	Registration Number	Registration Date
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Wing-Stop (block letters) ®	2,121,699	December 16, 1997
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Description of Mark	Registration Number	Registration Date
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WING-STOP THE WING EXPERTS & Design (Original Logo)®	2,422,672	January 23, 2001
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WING-STOP THE WING EXPERTS & Design (2014 Logo)®	4,720,379	April 14, 2015
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WING-STOP THE WING EXPERTS & Design (in color) (2014 Logo)®	4,842,661	October 27, 2015
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Description of Mark	Registration Number	Registration Date
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WINGSTOP (block letters) ®	3,054,484	January 31, 2006
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Description of Mark	Registration Number	Registration Date
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THE WING EXPERTS (block letters) ®	3,087,485	May 2, 2006
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Description of Mark	Registration Number	Registration Date
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THE BONELESS WING EXPERTS (block letters) ®	3,185,734	December 19, 2006
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**EXHIBIT B  
DESCRIPTION OF TRADE AREA**

Unless the Restaurant is located in a high-density population center, as determined by Company in its reasonable business judgment, the Restaurant's Trade Area is the area lying inside a circle having its center at the Restaurant's front door and a radius that extends exactly [X] (x) miles from its center.

If the Restaurant is located in a high-density population center, the Restaurant's Trade Area is the area lying inside the following boundaries: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**The Trade Area will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Trade Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Trade Area, Franchisee may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's and its Affiliates' activities in or at those Non-Traditional Venues, including, but not limited to, their right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues.**

**WINGSTOP FRANCHISING LLC**

**[FRANCHISEE]**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature, if an individual

Name: \_\_\_\_\_

\_\_\_\_\_  
Franchisee's name, printed

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate, partnership and limited liability company franchisees must complete the following)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

B-1

**EXHIBIT C  
AUTHORIZATION AGREEMENT  
FOR PREAUTHORIZED PAYMENTS**

WINGSTOP FRANCHISING LLC (“COMPANY”)  
ID NUMBER: \_\_\_\_\_

The undersigned (“DEPOSITOR”) authorizes COMPANY to initiate debit entries to the Checking Account indicated below at the DEPOSITORY named below, and authorizes DEPOSITORY to debit to such account all entries COMPANY initiates.

DEPOSITORY  
NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

CHECKING ACCOUNT NO. \_\_\_\_\_

ROUTING NUMBER \_\_\_\_\_

DEPOSITOR agrees that this authorization will remain in full force and effect until DEPOSITOR has given COMPANY written notice of its revocation in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on the notice.

DEPOSITOR’S  
NAME [FRANCHISEE] \_\_\_\_\_ FEIN \_\_\_\_\_

DEPOSITOR’S SIGNATURE \_\_\_\_\_

TITLE OF PERSON SIGNING (if signed in a representative capacity) \_\_\_\_\_

DATE \_\_\_\_\_

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE DEPOSITOR MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE DEBIT ORIGINATOR (COMPANY) IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

**EXHIBIT D**  
**ASSIGNMENT OF TELEPHONE NUMBER(S)**

This Assignment relates to:

Name of Franchisee: [FRANCHISEE]

Address of Restaurant: [ADDRESS]

Telephone Number(s): ( ) \_\_\_\_\_;                      ( ) \_\_\_\_\_;                      ( ) \_\_\_\_\_  
Main    Rollover    Data/Fax

For valuable consideration, the Franchisee identified above (“Franchisee”) assigns and transfers to Wingstop Franchising LLC (“Company”) all of Franchisee’s rights and interests in each and all of the telephone numbers listed above (the “Numbers”).

Franchisee authorizes Company to file this Assignment with the telephone company that issued the Numbers for the purposes of establishing Company’s claim to and right to designate the user of the Numbers.

Franchisee irrevocably constitutes and appoints Company as Franchisee’s agent and attorney-in-fact for the purposes of (i) signing and delivering any Transfer of Service Agreement or comparable document the telephone company requires to transfer the rights in the Numbers from Franchisee to Company or its designee, and (ii) canceling and revoking any call-forwarding or similar instructions Franchisee has issued to the telephone company with respect to any of the Numbers, with full power to sign Franchisee’s name and otherwise to act in Franchisee’s name, place and stead.

Franchisee agrees to reimburse Company the full amount of any local service and long distance charges the telephone company requires that Company paid to obtain the Numbers, together with interest as provided in the Franchise Agreement for the Restaurant.

Franchisee represents and warrants to Company that Franchisee obtained the Numbers in his or her own name, and that Franchisee is the person of record the telephone company will recognize as registered user or “owner” of the Numbers.

**[FRANCHISEE NAME]**

By: \_\_\_\_\_  
Franchisee’s signature

Name: \_\_\_\_\_  
Franchisee’s name, printed

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

**BUSINESS ENTITY INFORMATION**

This form must be completed if this Franchise Agreement has more than one owner or if Franchisee is owned by a business organization (a corporation, partnership, limited liability company or similar entity). This form must also be re-executed whenever there is any permitted change in the “Designated Principal,” a “Controlling Principal,” or a “Principal.”

1. **Form of Owner.** Is a (check one):

- (a)  General Partnership
- (b)  Corporation
- (c)  Limited Partnership
- (d)  Limited Liability Company
- (e)  Other, Specify \_\_\_\_\_

2. **Business Entity.** The name of Franchisee is [FRANCHISEE], and it was incorporated or formed on \_\_\_\_\_, 20\_\_ under the laws of the State of \_\_\_\_\_. Franchisee has not conducted business in any name other than Franchisee’s business entity name and \_\_\_\_\_.

3. **Business Entity Owners.** (a) The following list includes the full name and mailing address of each person who is an owner of Franchisee (stockholders, partners or members (if a limited liability company)), all of whom are referred to as Principals in this Franchise Agreement, and the nature of each owner’s position and ownership interest in the Franchisee.

Owner’s Name and Address	Description of Interest	Ownership %

(b) If Franchisee is a Business Entity and owned in whole or in part by one or more business organizations, the name(s) of such organization is \_\_\_\_\_. The following list includes the full name and mailing address of each person who is an owner (stockholders, partners or members (if a limited liability company)) of the business organization that has an ownership interest in the Business Entity Franchisee and the nature of each owner’s position and ownership interest.

Owner's Name and Address	Description of Interest	Ownership %

4. **Controlling Principal(s).** Provide the name, position and ownership interest of the Controlling Principal(s) as of the date of this Franchise Agreement.

Principal's Name and Address	Position Held in Entity	Ownership %

5. **Designated Principal.** Provide the name, position and ownership interest of the Designated Principal as of the date of this Franchise Agreement.

Principal's Name and Address	Position Held in Entity	Ownership %

6 **Governing Documents.** Franchisee must attach copies of articles of incorporation or organization and partnership, shareholder, or member agreements.

7. **Representation.** Franchisee represents and warrants that the information provided in this form is true, accurate and complete and that Wingstop Franchising LLC may consider this statement as continuing to be true, accurate and correct until a written notice of change in ownership and/or in the Principal status is given to Wingstop Franchising LLC by Franchisee.

8. THIS FRANCHISE AGREEMENT AND SYSTEM OF BUSINESS REQUIRE THAT THE FRANCHISEE BE UNDER THE DAILY CONTROL AND DIRECT SUPERVISION OF THE DESIGNATED PRINCIPAL AND FAILURE TO COMPLY CONSTITUTES A MATERIAL DEFAULT OF THIS FRANCHISE AGREEMENT.

**OWNER:**

INDIVIDUALS:

\_\_\_\_\_  
Signature – Owner #1

\_\_\_\_\_  
Print Name – Owner #1

Date:\_\_\_\_\_

\_\_\_\_\_  
Signature – Owner #2

\_\_\_\_\_  
Print Name – Owner #2

Date:\_\_\_\_\_

\_\_\_\_\_  
Signature – Owner #3

\_\_\_\_\_  
Print Name – Owner #3

Date:\_\_\_\_\_

ENTITY:

**[FRANCHISEE]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date:\_\_\_\_\_



**EXHIBIT F**  
**GUARANTY AND ACKNOWLEDGMENT**

The undersigned owners (whether one or more, herein called “Guarantors”) of five percent (5%) or more of the outstanding equity interests in the Franchisee under the Franchise Agreement to which this Guaranty and Acknowledgment is annexed, jointly and severally, absolutely and unconditionally, guarantee to Wingstop Franchising LLC, its successors and assigns (“Company”):

- (1) The faithful and punctual performance of each and every duty and obligation of the Franchisee under the Franchise Agreement (including any amendments or modifications) or otherwise;
- (2) The payment in full when due of all royalties, Ad Fund contributions, marketing fees and other amounts payable by Franchisee to Company under the Franchise Agreement (including any amendments or modifications) or otherwise (including Area Cooperative contributions); and
- (3) The payment in full when due of all contributions payable by the Franchisee to any Area Cooperative that the Franchisee may join pursuant to Section 8 of the Franchise Agreement (including any amendments or modifications).

The monetary obligations described in clauses (2) and (3) above are called “Debts”.

The undersigned owners also agree to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement (including any amendments or modifications), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the noncompetition, confidentiality, transfer, and arbitration requirements.

This is a continuing Guaranty and applies to all Debts for or with respect to which the Franchisee may become obligated, whether during the initial term of the franchise, any renewals or extensions thereof, or after the franchise’s expiration, termination or cancellation. This Guaranty will be binding upon each Guarantor’s heirs, executors, administrators, guardians, successors and assigns, and under no circumstances will any Guarantor’s obligations under this Guaranty be released or extinguished without Company’s written consent and release or until all Debts have been paid in full, whether or not a Guarantor’s interest in the Franchisee is transferred, sold or otherwise surrendered.

Guarantors expressly waive demand and diligence on the part of the Company in the collection of any of the Debts and agree to all extensions that may be granted to the Franchisee by Company. Company will be under no obligation to notify Guarantors of any sales or extensions of credit to the Franchisee in reliance on this Guaranty, or of the failure of the Franchisee to pay any of the Debts when due, or to use diligence in preserving the liability of any person on the Debts or in bringing suit or in taking other action to enforce collection of the Debts.

If the Franchisee’s status should change through merger, consolidation or otherwise, this Guaranty will cover the Debts of the Franchisee under its new status, according to the terms of this Guaranty.

Company will not be required to pursue or exhaust any remedies against the Franchisee, to foreclose its interest in any collateral now or hereafter held by Company as security for the payment of the Debts, to terminate the Franchise Agreement, or to take any other action before requiring payment under this Guaranty. Without in any manner impairing or diminishing the obligations of Guarantors under this Guaranty, Company may elect to pursue any legal or equitable remedy available against the Franchisee or

against any collateral held by Company, even though the exercise by Company of such remedy results in loss to Guarantors of any right of subrogation or right to proceed against the Franchisee for reimbursement.

If the Franchisee is not liable on any of the Debts because the act of their creation is *ultra vires*, or if the officers or persons incurring any of the Debts acted in excess of their authority, and therefore the Debts cannot be enforced against the Franchisee, Guarantors nevertheless will be liable under this Guaranty.

If any payment by the Franchisee to Company is held to be a preference under the United States Bankruptcy Code, or if for any other reason Company is required to refund such payment or pay the amount thereof to any other person, such payment by the Franchisee will not constitute a discharge of Guarantors from any liability under this Guaranty, and Guarantors agree to pay such amount to Company upon demand.

Each Guarantor represents that he or she owns an equity or beneficial interest in the Franchisee and that he or she is receiving consideration from the Debts that is a material, direct benefit to such Guarantor.

Each Guarantor agrees that this Guaranty is to be performed by Guarantors in Dallas, Dallas County, Texas, that this Guaranty will be deemed to be a contract made under the laws of Texas and that this Guaranty and the rights of the parties hereto will be governed by, interpreted in accordance with, and enforced under Texas law. Guarantors agree to pay Company's reasonable attorneys' fees if this Guaranty is placed in the hands of an attorney for collection, or if it is collected through a proceeding in any court.

### GUARANTORS' SIGNATURES

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
% of Ownership Interest \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
% of Ownership Interest \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
% of Ownership Interest \_\_\_\_\_



**EXHIBIT G**  
**ACKNOWLEDGEMENT OF RECEIPT**  
**OF FRANCHISE-RELATED DOCUMENTS**

For the Restaurant to be located at \_\_\_\_\_

The undersigned, personally and/or as an officer, managing member or partner of the proposed franchise owner, does hereby acknowledge receipt of the following documents, in form for execution, relating to the franchise of Wingstop Franchising LLC:

- (1) Development Agreement
- (2) Rider to Development Agreement for State of \_\_\_\_\_
- (3) Franchise Agreement
- (4) Rider to Franchise Agreement for State of \_\_\_\_\_
- (5) Other (specify): \_\_\_\_\_

I further acknowledge my understanding that it is my responsibility, individually and/or as an officer, managing member or partner of the proposed franchise owner, to review all of these documents so that I am fully familiar with the transaction they contemplate before signing them.

A FEDERAL TRADE COMMISSION RULE REQUIRES THAT WE PROVIDE YOU WITH THE FRANCHISE-RELATED DOCUMENTS NOTED ABOVE AT LEAST SEVEN (7) CALENDAR DAYS BEFORE YOU SIGN THEM IF WE HAVE UNILATERALLY MADE ANY MATERIAL CHANGES IN THE VERSIONS OF THESE DOCUMENTS INCLUDED AS EXHIBITS IN OUR FRANCHISE DISCLOSURE DOCUMENT. PLEASE DO NOT SIGN OR RETURN THESE DOCUMENTS UNTIL SEVEN (7) CALENDAR DAYS HAVE ELAPSED FROM THE DATE OF THIS RECEIPT, EXCLUDING THE DELIVERY AND SIGNING DATES.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**

**TABLE OF CONTENTS OF OPERATIONS MANUALS**

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**EXHIBIT E**

**LIST OF STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS**

Exhibit E-1

## **STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

### **CALIFORNIA**

Website: [www.dfpi.ca.gov](http://www.dfpi.ca.gov)

Email: [ask.DFPI@dfpi.ca.gov](mailto:ask.DFPI@dfpi.ca.gov)

Commissioner of Department of Financial  
Protection & Innovation  
Department of Financial Protection &  
Innovation  
Toll Free: 1 (866) 275-2677

#### ***Los Angeles***

320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500

#### ***Sacramento***

2101 Arena Boulevard  
Sacramento, California 95834  
(866) 275-2677

#### ***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 525-4233

#### ***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94104-4428  
(415) 972-8559

### **HAWAII**

(for service of process)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

(for other matters)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

### **ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

(for service of process)

Indiana Secretary of State  
201 State House  
200 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6531

(state agency)

Indiana Secretary of State  
Securities Division  
Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

**MARYLAND**

(for service of process)

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(state agency)

Office of the Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

**MICHIGAN**

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 335-7567

**MINNESOTA**

Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

**NEW YORK**

(for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236

**NORTH DAKOTA**

(for service of process)

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 14<sup>th</sup> Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue, Suite 414  
Bismarck, North Dakota 58505  
(701) 328-2910

**OREGON**

Oregon Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

**RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9500

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

**VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

**WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8760

**WISCONSIN**

(for service of process)

Administrator, Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-2139

(state administrator)

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-9555

**EXHIBIT F**

**DIRECTORY OF FRANCHISEES AND FRANCHISEES DEPARTING SYSTEM**

Exhibit F-1

**LIST OF CURRENT FRANCHISEES**  
**Effective as of December 30, 2023**

**ALABAMA**

Wingstop #2184 AL-Auburn-N Dean Rd  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
231 N. Dean Rd, Suite 5  
Auburn, Alabama 36830  
(334) 780-9464

Wingstop #1809 AL-Bessemer-West Town  
Plaza  
NBR Norcross, LLC  
Ronnie Norcross\*  
501 West Town Plaza  
Bessemer, Alabama 35020  
(205) 800-7224

Wingstop #1723 AL-Birmingham-Inverness  
Corners  
NBR Norcross, LLC  
Ronnie Norcross\*  
830 INVERNESS CORNERS  
Birmingham, Alabama 35242  
(205) 848-2221

Wingstop #1936 AL-Birmingham-Parkway East  
NBR Norcross, LLC  
Ronnie Norcross\*  
9256 Parkway East, Suite D  
Birmingham, Alabama 35206  
(205) 201-6828

Wingstop #2054 AL-Birmingham-Greensprings  
Hwy  
NBR Norcross, LLC  
Ronnie Norcross\*  
808 Green Springs Hwy, Ste 116  
Birmingham, Alabama 35209  
(205) 438-6687

Wingstop #0018 AL-Fort Payne  
WC Wings, Inc.  
Walter Crowe  
2612-A GAULT AVE N  
FORT PAYNE, Alabama 35967-3729  
(256) 997-9464

Wingstop #1778 AL-Hoover-Montgomery Hwy  
NBR Norcross, LLC  
Ronnie Norcross\*  
1539 Montgomery Highway  
Hoover, Alabama 35216  
(205) 979-6600

Wingstop #1282 AL-Huntsville-University Dr.  
NBR Norcross, LLC  
Ronnie Norcross\*  
6290 UNIVERSITY DR NW STE J  
HUNTSVILLE, Alabama 35806-1791  
(256) 726-9944

Wingstop #2018 AL-Huntsville-S. Memorial  
Pkwy  
NBR Norcross, LLC  
Ronnie Norcross\*  
9070 S. Memorial Pkwy, Suite 250  
Huntsville, Alabama 35802  
(256) 945-7273

Wingstop #2506 AL-Madison-Hughes Rd  
NBR Norcross, LLC  
Ronnie Norcross\*  
300 Hughes Rd, Unit C  
Madison, Alabama 35758  
(256) 686-1530

Wingstop #2246 AL-Mobile-Rangeline  
Crossing  
LW Foods, LLC  
Camille Lee-Johnson\*  
5000 Rangeline Crossing, Unit B  
Mobile, Alabama 36619  
(251) 300-8871

Wingstop #1209 AL-Mobile-Airport Blvd  
Mukesh, Inc.  
Mukesh Mathurbhai Patel  
7450 AIRPORT BLVD  
MOBILE, Alabama 36608  
(251) 639-4700

\*Denotes franchisees with  
Multi-unit development rights

Wingstop #1171 AL-Montgomery-Atlanta Hwy  
Southern Wings Enterprises, LLC  
Troy Morrison\*  
6518 ATLANTA HIGHWAY  
MONTGOMERY, Alabama 36117-4245  
(334) 647-3406

Wingstop #2473 AL-Phenix City-E 280 Byp  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
2003-2033 US HWY 280, Suite 2017  
Phenix City, Alabama 36867  
(334) 457-7070

Wingstop #1506 AL-Tuscaloosa-McFarland  
Blvd  
KSD Restaurants, LLC  
Daryoosh (Dee) Momenpour  
1800 MCFARLAND BLVD E #524  
TUSCALOOSA, Alabama 35404  
(205) 462-3343

Wingstop #0457 AL-Valley  
Southern Wings Enterprises, LLC  
Troy Morrison\*  
3214 20TH AVE STE A  
VALLEY, Alabama 36854-2960  
(334) 725-9464

### **ALASKA**

Wingstop #1225 AK-Anchorage- W Northern  
Lights Blvd  
D & M Wingteam 5, LLC  
Dean Siracusa\*  
1818 W NORTHERN LIGHTS BLVD  
SUITE 105  
ANCHORAGE, Alaska 99517  
(907) 375-9464

Wingstop #1910 AK-Anchorage-Muldoon Rd  
D and M Wingteam 8, LLC  
Dean Siracusa\*  
1254 Muldoon Road Suite B  
Anchorage, Alaska 99504  
(907) 931-6777

Wingstop #1443 AK-Wasilla-E. Parks Hwy  
D and M Wingteam 6 LLC  
Dean Siracusa\*  
1601 E. PARKS HWY STE 3  
WASILLA, Alaska 99654-7367  
(907) 376-9464

### **ARIZONA**

Wingstop #1516 AZ-Avondale-N. Dysart Rd  
Maricopa Wings XXIV, LLC  
Charles Loflin\*  
1809 N. DYSART RD #C110  
AVONDALE, Arizona 85392  
(623) 234-9944

Wingstop #1111 AZ-Buckeye-S. Watson Rd.  
Maricopa Wings XV, LLC  
Charles Loflin\*  
940 S. WATSON RD. STE 101  
BUCKEYE, Arizona 85326-3426  
(623) 518-2114

Wingstop #2393 AZ-Buckeye-N. Verrado Way  
Maricopa Wings XLI, LLC  
Charles Loflin\*  
1580 N. Verrado Way, Suite 101  
Buckeye, Arizona 85396  
(480) 744-9464

Wingstop #0422 AZ-Chandler  
Maricopa Wings II, LLC  
Charles Loflin\*  
5905 W CHANDLER BLVD STE 101  
CHANDLER, Arizona 85226-3421  
(480) 592-9464

Wingstop #0711 AZ-Gilbert-Gilbert Rd.  
Maricopa Wings V, LLC  
Charles Loflin\*  
3757 S GILBERT RD STE 104  
GILBERT, Arizona 85297-2009  
(480) 917-8181

Wingstop #1856 AZ-Gilbert-E Williams Field  
Rd  
Maricopa Wings XXXII, LLC  
Charles Loflin\*  
4049 E Williams Field Road Suite 107  
Gilbert, Arizona 85295  
(480) 219-9014

Wingstop #2160 AZ-Gilbert-S Market St  
Maricopa Wings XXXVI, LLC  
Charles Loflin\*  
3051 S. Market Street #103  
Gilbert, Arizona 85295  
(480) 701-1001

Wingstop #2274 AZ-Gilbert-W. Warner Rd  
Maricopa Wings XXXIX, LLC  
Charles Loflin\*  
835 W. Warner Rd, Suite 112  
Gilbert, Arizona 85233  
(480) 500-9464

Wingstop #0230 AZ-Glendale-Thunderbird Rd  
Maricopa Wings XXII, LLC  
Charles Loflin\*  
5833 W THUNDERBIRD RD  
GLENDALE, Arizona 85306-4628  
(602) 439-9464

Wingstop #0886 AZ-Glendale-Camelback Rd  
Maricopa Wings XI, LLC  
Charles Loflin\*  
6702 W CAMELBACK RD STE 103 & 104  
GLENDALE, Arizona 85303-6324  
(623) 848-9464

Wingstop #1300 AZ-Glendale-W. Olive Ave  
Maricopa Wings XVII, LLC  
Charles Loflin\*  
5838 W. OLIVE AVE STE C101 & 102  
GLENDALE, Arizona 85302-3137  
(623) 939-6939

Wingstop #2023 AZ-Goodyear-S Cotton Lane  
Maricopa Wings XXXV, LLC  
Charles Loflin\*  
783 S. Cotton Lane Suite C-120  
Goodyear, Arizona 85338  
(602) 834-7008

Wingstop #0678 AZ-Laveen-Baseline  
Maricopa Wings VI, LLC  
Charles Loflin\*  
5130 W BASELINE RD STE 106  
LAVEEN, Arizona 85339-2984  
(602) 237-3330

Wingstop #1442 AZ-Maricopa-N. John Wayne  
Pkwy  
Maricopa Wings XX, LLC  
Charles Loflin\*  
20555 N. JOHN WAYNE PKWY STE 108  
MARICOPA, Arizona 85138  
(602) 840-9464

Wingstop #0370 AZ-Mesa-Dobson Rd  
Los Amigos Food Service I, L.L.C.  
Jose Arriola  
937 N DOBSON RD STE 104  
MESA, Arizona 85201-7589  
(480) 964-6600

Wingstop #0759 AZ-Mesa-Stapley Dr  
Maricopa Wings VII, LLC  
Charles Loflin\*  
1616 S STAPLEY DR STE 105  
MESA, Arizona 85204-6606  
(480) 633-9464

Wingstop #1250 AZ-Mesa-W. Southern Ave  
Maricopa Wings XVI, LLC  
Charles Loflin\*  
1457 W SOUTHERN AVE STE A-8  
MESA, Arizona 85202-4813  
(480) 969-9464

Wingstop #1620 AZ-Mesa-Greenfield Rd  
Maricopa Wings XXVIII, LLC  
Charles Loflin\*  
1754 S. GREENFIELD RD STE 104  
MESA, Arizona 85206-3481  
(480) 892-2655

Wingstop #1836 AZ-Mesa-Power Rd  
Maricopa Wings XXXI, LLC  
Charles Loflin\*  
2060 S. Power Road Suite 110  
Mesa, Arizona 85209  
(480) 924-5504

Wingstop #2438 AZ-Mesa-E. Apache Trail  
Maricopa Wings XLII, LLC  
Charles Loflin\*  
9124 E. Main St., Ste 6  
Mesa, Arizona 85207  
(480) 808-1458



Wingstop #2175 AZ-Peoria-W Olive Ave  
Maricopa Wings XXXVIII, LLC  
Charles Loflin\*  
8987 W Olive Ave, Suite B123  
Peoria, Arizona 85345  
(928) 216-4396

Wingstop #0271 AZ-Phoenix-N 75th Ave  
Maricopa Wings XXIII, LLC  
Charles Loflin\*  
1610 N 75TH AVE STE 110  
PHOENIX, Arizona 85035-4500  
(623) 245-9464

Wingstop #0290 AZ-Phoenix-Thomas Rd  
Maricopa Wings I, LLC  
Charles Loflin\*  
4041 E THOMAS RD STE 115  
PHOENIX, Arizona 85018-7528  
(602) 955-9464

Wingstop #0421 AZ-Phoenix-Bethany Home  
Maricopa Wings XXXVII, LLC  
Charles Loflin\*  
2420 West Bethany Home Road, Suite 125  
PHOENIX, Arizona 85015-2507  
(602) 281-6970

Wingstop #0637 AZ - Phoenix - Indian School  
Rd.  
Maricopa Wings IV, LLC  
Charles Loflin\*  
5215 W INDIAN SCHOOL RD STE 103 & 104  
PHOENIX, Arizona 85031-3879  
(623) 846-9464

Wingstop #0779 AZ-Phoenix-E Baseline Rd  
Maricopa Wings VIII, LLC  
Charles Loflin\*  
2320 E BASELINE RD STE 152  
PHOENIX, Arizona 85042-6951  
(602) 892-5050

Wingstop #0841 AZ-Phoenix-7th Ave  
Maricopa Wings IX, LLC  
Charles Loflin\*  
1515 N 7TH AVE STE 152  
PHOENIX, Arizona 85007-1937  
(602) 252-9464

Wingstop #0885 AZ-Phoenix-Peoria Ave  
Maricopa Wings X, LLC  
Charles Loflin\*  
2815 W PEORIA AVE STE 118  
Phoenix, Arizona 85051  
(602) 674-9464

Wingstop #1070 AZ-Phoenix-E. Dunlap  
Maricopa Wings XIV, LLC  
Charles Loflin\*  
17 E. DUNLAP AVE SUITE 17-1  
PHOENIX, Arizona 85020-2892  
(480) 460-7867

Wingstop #1090 AZ-Phoenix-W. Indian School  
Rd.  
Maricopa Wings XIII, LLC  
Charles Loflin\*  
3155 W. INDIAN SCHOOL RD.  
PHOENIX, Arizona 85017-4035  
(602) 535-5570

Wingstop #1332 AZ-Phoenix-W. McDowell Rd.  
Maricopa Wings XXI, LLC  
Charles Loflin\*  
4239 W. MCDOWELL RD. STE 5  
PHOENIX, Arizona 85009  
(602) 233-9464

Wingstop #1578 AZ-Phoenix-E. Indian School  
Rd  
Maricopa Wings XXV, LLC  
Charles Loflin\*  
3031 E. INDIAN SCHOOL RD, Suite #1  
PHOENIX, Arizona 85016  
(602) 675-0075

Wingstop #1619 AZ-Phoenix-E. Greenway Rd  
Maricopa Wings XXIX, LLC  
Charles Loflin\*  
3202 E. GREENWAY RD, STE 1633 & 1634  
PHOENIX, Arizona 85032  
(602) 314-4881

Wingstop #1650 AZ-Phoenix-W. Bell Rd  
Maricopa Wings XXX, LLC  
Charles Loflin\*  
1838 W. BELL RD #101  
PHOENIX, Arizona 85023  
(602) 218-6675

Wingstop #1777 AZ-Phoenix-W.Bethany Home Rd  
Maricopa Wings XXVI, LLC  
Charles Loflin\*  
3430 W. BETHANY HOME ROAD SUITE 101  
PHOENIX, Arizona 85017  
(602) 334-1653

Wingstop #1287 AZ-Queen Creek-Rittenhouse Rd.  
Maricopa Wings XVIII, LLC  
Charles Loflin\*  
20715 RITTENHOUSE RD STE 101  
QUEEN CREEK, Arizona 85142-9871  
(480) 987-1280

Wingstop #1987 AZ-Scottsdale-N. Frank Lloyd Wright Blvd  
Maricopa Wings XXXIII, LLC  
Charles Loflin\*  
15686 N. Frank Lloyd Wright Blvd Ste E-3  
Scottsdale, Arizona 85260  
(480) 451-0091

Wingstop #2342 AZ-Surprise-W Waddell Rd  
Maricopa Wings XL, LLC  
Charles Loflin\*  
13968 W. Waddell Rd, Suite 102  
Surprise, Arizona 85379  
(602) 805-4871

Wingstop #0615 AZ-Tempe-Scottsdale Rd  
Maricopa Wings III, LLC  
Charles Loflin\*  
555 N SCOTTSDALE RD STE 102  
TEMPE, Arizona 85281-2294  
(480) 929-9464

Wingstop #1094 AZ-Tempe-Baseline Rd.  
Maricopa Wings XII, LLC  
Charles Loflin\*  
2700 W. BASELINE RD SUITE 103 & 104  
TEMPE, Arizona 85282  
(602) 441-0331

Wingstop #1988 AZ-Tempe-E. Baseline Rd  
Maricopa Wings XXXVIII, LLC  
Charles Loflin\*  
815 E. Baseline Rd, Suite 111  
Tempe, Arizona 85283  
(480) 535-8036

Wingstop #1751 AZ-Tolleson-W. Lower Buckeye Rd  
Maricopa Wings XXVII, LLC  
Charles Loflin\*  
9860 W. LOWER BUCKEYE RD  
TOLLESON, Arizona 85353  
(623) 248-6242

Wingstop #0088 AZ-Tucson-Broadway  
Tucson Wings I, LLC  
Charles Loflin\*  
7942 E. Broadway Blvd.  
TUCSON, Arizona 85710-3910  
(520) 296-9464

Wingstop #0199 AZ-Tucson-Grant Rd.  
Tucson Wings II, LLC  
Charles Loflin\*  
2106 W GRANT RD  
TUCSON, Arizona 85745-1141  
(520) 770-9464

Wingstop #0219 AZ-Tucson-Campbell Rd  
Tucson Wings III, LLC  
Charles Loflin\*  
3122 N CAMPBELL AVE STE 130  
TUCSON, Arizona 85719-2302  
(520) 795-9464

Wingstop #0301 AZ-Tucson-Ina Rd  
Tucson Wings IV, LLC  
Charles Loflin\*  
3662 W INA RD STE 110  
TUCSON, Arizona 85741-2269  
(520) 882-9464

Wingstop #0373 AZ-Tucson-Valencia  
Tucson Wings V, LLC  
Charles Loflin\*  
1710 W VALENCIA RD STE 140  
TUCSON, Arizona 85746-6532  
(520) 806-9464

Wingstop #1199 AZ-Tucson-S. 6th Ave  
Tucson Wings VI, LLC  
Charles Loflin\*  
2980 S. 6TH AVE. STE 150  
TUCSON, Arizona 85713-4782  
(520) 888-0110

Wingstop #0857 AZ-Yuma-32nd St  
Yuma Wings I, LLC  
Charles Loflin\*  
290 W 32ND ST  
Yuma, Arizona 85364-8152  
(928) 726-1919

## **ARKANSAS**

Wingstop #0212 AR-Bentonville-Walton  
VWS Restaurants, LLC  
Irfaan Lalani\*  
231 N WALTON BLVD  
BENTONVILLE, Arkansas 72712-5042  
(479) 271-8833

Wingstop #1968 AR-Bryant-Hwy 5  
Central AR Wings, LLC  
Bobby Pritchard\*  
5311 Highway 5 North Suite 200  
Bryant, Arkansas 72022  
(501) 512-0900

Wingstop #0320 AR-Conway  
Randal Arkansas Wings, LLC  
Manojkumar (Manoj) Patel\*  
2730 PRINCE ST STE 1  
CONWAY, Arkansas 72034-3658  
(501) 329-1919

Wingstop #1607 AR-Fayetteville-MLK Blvd  
CHI WSARK LLC  
Jacob Chi\*  
1237 W. MARTIN LUTHER KING BLVD  
FAYETTEVILLE, Arkansas 72701  
(479) 332-3000

Wingstop #0468 AR-Ft. Smith  
Fort Smith Wings, Inc.  
Bobby Pritchard\*  
8624 ROGERS AVE  
FORT SMITH, Arkansas 72903-5241  
(479) 484-9100

Wingstop #1231 AR-Hot Springs-Central Ave  
Bentonville WS LLC  
Bobby Pritchard\*  
3954 CENTRAL AVE STE G  
Hot Springs, Arkansas 71913  
(501) 463-9264

Wingstop #1606 AR-Jacksonville-John Harden  
CHI WSARK LLC  
Jacob Chi\*  
2050 JOHN HARDEN DR. STE B  
JACKSONVILLE, Arkansas 72076  
(501) 285-9464

Wingstop #0862 AR-Jonesboro-Red Wolf Blvd  
Randal Jonesboro Wings, LLC  
Manojkumar (Manoj) Patel\*  
1699 RED WOLF BLVD STE E  
JONESBORO, Arkansas 72401  
(870) 930-9464

Wingstop #0144 AR-Little Rock-Markham  
Randal Arkansas Wings, LLC  
Manojkumar (Manoj) Patel\*  
11321 W MARKHAM ST STE 2  
LITTLE ROCK, Arkansas 72211-2886  
(501) 224-9464

Wingstop #0225 AR-North Little Rock-  
Lakewood  
Randal Arkansas Wings, LLC  
Manojkumar (Manoj) Patel\*  
2913 LAKEWOOD VILLAGE DR  
NORTH LITTLE ROCK, Arkansas 72116-8033  
(501) 791-1900

Wingstop #0239 AR-Pine Bluff  
Loco Wings, Inc.  
Robert Cheatwood  
5401 S OLIVE STREET STE 200  
PINE BLUFF, Arkansas 71603-7622  
(870) 534-9464

## **CALIFORNIA**

Wingstop #0352 CA-Alameda  
TastyWings, Inc.  
Waleed Mansour\*  
2661 BLANDING AVE STE A  
ALAMEDA, California 94501-1581  
(510) 522-9464

Wingstop #0761 CA-Alhambra-E. Main  
MC Wings, Inc. (CA)  
Nikki Marcos\*  
100 E. MAIN ST. SUITE 150  
ALHAMBRA, California 91801-3580  
(626) 282-9464

Wingstop #1944 CA-Alhambra-Fremont Ave  
Cali Wings Inc.  
Sagar Patel\*  
1129 S Fremont Ave Unit B  
Alhambra, California 91803  
(626) 703-4601

Wingstop #0418 CA-American Canyon  
WingSingh-AC, Inc.  
Amarjit Sangha\*  
5075 MAIN ST STE 124 B  
AMERICAN CANYON, California 94503-1199  
(707) 645-9464

Wingstop #1118 CA-Anaheim-Euclid  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1217 S. EUCLID  
ANAHEIM, California 92802-1903  
(714) 533-9464

Wingstop #1276 CA-Anaheim-E. La Palma Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5631 E LA PALMA AVE STE B  
ANAHEIM, California 92807-2126  
(714) 777-9464

Wingstop #1956 CA-Anaheim-S. State College  
Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
212 S. State College Blvd  
Anaheim, California 92806  
(714) 820-9464

Wingstop #1102 CA-Antelope-Walerga Road  
Wingtrained  
Concepcion Bernabe\*  
7909 WALERGA ROAD SUITE 1A  
ANTELOPE, California 95843-5727  
(916) 721-0428

Wingstop #1875 CA-Antioch-Deer Valley Rd  
TastyWings, Inc.  
Waleed Mansour\*  
3417 Deer Valley Road  
Antioch, California 94531  
(925) 318-5888

Wingstop #1346 CA-Apple Valley-US Highway  
18  
Fresh Up, Inc.  
Larry Yanez\*  
20434 US HIGHWAY 18 STE 130  
APPLE VALLEY, California 92307-3050  
(760) 240-0300

Wingstop #2383 CA-Arroyo Grande-W Branch  
St  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
1144 W. Branch St  
Arroyo Grande, California 93420  
(805) 980-9150

Wingstop #1286 CA-Auburn-Bell Rd  
Mann & Company, Inc.  
Bhupinder (Bob) Uppal\*  
2845 BELL RD STE A150  
AUBURN, California 95603-2585  
(530) 823-9464

Wingstop #0308 CA-Bakersfield-Gosford Rd  
The Bakersfield Wing Company, Inc.  
Clinton Lewis\*  
3720 GOSFORD RD, STE F  
BAKERSFIELD, California 93309  
(661) 835-9464

Wingstop #0689 CA-Bakersfield-Oswell St.  
The East Bakersfield Wing Company, Inc.  
Clinton Lewis\*  
2600 OSWELL ST STE E  
BAKERSFIELD, California 93306-3159  
(661) 871-9464

Wingstop #1077 CA-Bakersfield-Coffee Road  
The Northwest Bakersfield Wing Company Inc.  
Clinton Lewis\*  
4580 COFFEE ROAD  
BAKERSFIELD, California 93308  
(661) 213-4567

Wingstop #1509 CA-Bakersfield-Stockdale  
Hwy  
Hot Wing Holdings Group, Inc.  
Clinton Lewis\*  
5628 STOCKDALE HWY  
BAKERSFIELD, California 93309  
(661) 489-5089

Wingstop #1552 CA-Bakersfield-E. Panama Ln  
THE SOUTHEAST BAKERSFIELD WING  
COMPANY, INC.  
Clinton Lewis\*  
1523 E. PANAMA LN E 101  
BAKERSFIELD, California 93307  
(661) 397-9464

Wingstop #0349 CA-Baldwin Park  
Sagar Holding Corporation  
Sagar Patel\*  
3127 BALDWIN PARK BLVD STE C  
BALDWIN PARK, California 91706-4754  
(626) 962-4400

Wingstop #1689 CA-Barstow-E. Virginia Way  
Fresh Up, Inc.  
Larry Yanez\*  
540 East Virginia Way  
BARSTOW, California 92311  
(760) 818-7200

Wingstop #0835 CA-Beaumont-E 2nd St  
Love Those Wings, Inc.  
Undray Baker\*  
1668 E 2ND ST STE K  
BEAUMONT, California 92223-3168  
(951) 769-3300

Wingstop #0228 CA-Bell Gardens  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
6810 EASTERN AVE STE J  
BELL GARDENS, California 90201-3928  
(323) 771-9464

Wingstop #0355 CA-Bellflower-Bellflower &  
Rosecrans  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
14307 BELLFLOWER BLVD  
BELLFLOWER, California 90706-3135  
(562) 920-2707

Wingstop #1737 CA-Bellflower-Bellflower &  
Artesia  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
17404 BELLFLOWER BLVD SUITE B  
Bellflower, California 90706  
(562) 278-3700

Wingstop #2211 CA-Benicia-Southampton Rd  
Superwings, Inc.  
Waleed Mansour\*  
836 Southampton Rd, Suite C  
Benicia, California 94510  
(707) 236-8500

Wingstop #0869 CA-Bermuda Dunes-  
Washington St  
Desert Wings, Inc.  
Donald Sowle\*  
40100 WASHINGTON ST STE 142  
BERMUDA DUNES, California 92203-9645  
(760) 345-1010

Wingstop #0438 CA-Brentwood  
Zesty OMG, Inc.  
Waleed Mansour\*  
6471 LONE TREE WAY STE 303  
BRENTWOOD, California 94513-5265  
(925) 240-9495

Wingstop #1775 CA-Buellton-Hwy 246  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
234 E. HIGHWAY 246  
Buellton, California 93427  
(805) 697-7883

Wingstop #0658 CA-Burbank-San Fernando  
Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
928 N SAN FERNANDO BLVD STE H  
BURBANK, California 91504-4318  
(818) 846-9464

Wingstop #2577 Hollywood Way, Burbank  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3013 N. Hollywood Way  
Burbank, California 91505  
(747) 262-4464

Wingstop #2062 CA-Calimesa-Cherry Valley  
Blvd  
Fresh Up, Inc.  
Larry Yanez\*  
1032 Cherry Valley Blvd Suite 320  
Calimesa, California 92320  
(909) 768-6400

Wingstop #1063 CA-Camarillo-Las Posas  
Bestwings USA Inc.  
Waleed Mansour\*  
2508 A LAS POSAS  
CAMARILLO, California 93010-3471  
(805) 484-9464

Wingstop #0783 CA-Campbell-S Bascom Ave  
Veneto, Inc.  
Majid Bahriny\*  
3155 S BASCOM AVE STE D  
CAMPBELL, California 95008-6756  
(408) 626-9464

Wingstop #0540 CA-Canoga Park-De Soto Ave  
Valley Wings, LLC  
Robin Kirksey\*  
6844 DE SOTO AVE  
CANOGA PARK, California 91303-2210  
(818) 992-9464

Wingstop #2288 CA-Capitola-Clares St  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
3555 Clares Street, Suite FF  
Capitola, California 95010  
(831) 706-2026

Wingstop #1283 CA-Carmichael-Fair Oaks  
Blvd  
Barola Investments  
Jim Toal\*  
7423 FAIR OAKS BLVD STE 4  
CARMICHAEL, California 95608-1797  
(916) 338-6278

Wingstop #0124 CA-Carson-Sepulveda  
5A Wings, LLC  
Kelli Boagni  
212 E SEPULVEDA BLVD STE P4-B  
CARSON, California 90745-6323  
(310) 518-5999

Wingstop #0303 CA-Carson-Avalon  
Zesty OMG, Inc.  
Waleed Mansour\*  
20700 AVALON BLVD STE 483  
CARSON, California 90746-3718  
(310) 532-9464

Wingstop #1755 CA-Castaic-The Old Road  
Zenith Wings Castaic, LLC  
Harinder (Harry) Brar\*  
29667 THE OLD ROAD  
Castaic, California 91384  
(661) 753-3599

Wingstop #2271 CA-Cathedral City-Date Palm  
Dr  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
31855 Date Palm Dr., Ste 6  
Cathedral City, California 92234  
(760) 859-7416

Wingstop #0836 CA-Ceres-Mitchell Rd  
Winging is Everything, Inc.  
Jason Khan\*  
1515 MITCHELL RD STE 11  
Ceres, California 95307-2153  
(209) 538-9464

Wingstop #0280 CA-Cerritos  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
11445 SOUTH ST  
CERRITOS, California 90703-6600  
(562) 924-7132

Wingstop #0699 CA-Chico-Mangrove Ave  
Mann & Company, Inc.  
Bhupinder (Bob) Uppal\*  
734 MANGROVE AVE  
CHICO, California 95926-3948  
(530) 332-9464

Wingstop #2134 CA-Chino-Central Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
12447 Central Ave, Unit #417-021  
Chino, California 91710  
(909) 858-9464

Wingstop #0601 CA-Chino Hills-Chino Hills  
Pkwy  
VMYK Corporation  
Binoy Kothari\*  
4200 CHINO HILLS PKWY STE 105  
CHINO HILLS, California 91709-3783  
(909) 517-2400

Wingstop #0452 CA-Chula Vista  
Sizzling Wings, LLC  
Nathan Garn\*  
1550 E H ST STE E  
CHULA VISTA, California 91913-2003  
(619) 482-2123

Wingstop #1113 CA-Chula Vista-Broadway  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
1285 BROADWAY #101  
CHULA VISTA, California 91911-2981  
(619) 420-9464

Wingstop #0598 CA-Citrus Heights-Greenback Lane  
Greek Squad LLC  
Ranjan Bhasin\*  
7947 GREENBACK LN  
CITRUS HEIGHTS, California 95610-6907  
(916) 723-9464

Wingstop #0528 CA-City of Industry  
Sagar Holding Corporation  
Sagar Patel\*  
17501 COLIMA RD STE G1  
CITY OF INDUSTRY, California 91748-1731  
(626) 839-9464

Wingstop #0715 CA-Clovis-Herndon Ave  
All I Do Is Wing, Inc.  
Jason Khan\*  
1195 HERNDON AVE  
CLOVIS, California 93612-0506  
(559) 324-9464

Wingstop #1652 CA-Clovis-Fowler Ave  
Cencal Wings V. Inc.  
Gurmit (Mike) Samra\*  
3140 FOWLER AVE STE 105  
CLOVIS, California 93611-2101  
(559) 294-9464

Wingstop #1230 CA-Coachella-Avenue 48  
Desert Wings, Inc.  
Donald Sowle\*  
83097 AVENUE 48 SUITE 2DA  
COACHELLA, California 92236  
(760) 342-3333

Wingstop #1877 CA-Colma-Junipero Serra Blvd  
Punjabi Brothers Corp.  
Bahadur (Bob) Shoker\*  
5045 Juniper Serra Blvd  
Colma, California 94014  
(650) 758-1000

Wingstop #0396 CA-Compton-Alameda  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1641 S ALAMEDA ST STE 102  
COMPTON, California 90220-4973  
(310) 763-9464

Wingstop #0397 CA-Compton-Rosecrans  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2215 W ROSECRANS AVE STE 14-A  
COMPTON, California 90222-3856  
(310) 763-3552

Wingstop #2194 CA-Concord-Concord Ave  
Superwings, Inc.  
Waleed Mansour\*  
1100 Concord Ave, Suite 20  
Concord, California 94520  
(905) 270-1400

Wingstop #0347 CA-Corona  
Tuhi Tu, Inc.  
Harsharan Grewal  
160 E ONTARIO AVE STE 101  
CORONA, California 92879-3511  
(951) 270-0820

Wingstop #1868 CA-Corona-Eagle Glen Parkway  
Fresh Up, Inc.  
Larry Yanez\*  
2225 Eagle Glen Parkway Suite 105  
Corona, California 92883  
(951) 582-2800

Wingstop #2574 CA-Corona-McKinley St.  
Fresh Up, Inc.  
Larry Yanez\*  
529 McKinley St., Suite 103  
Corona, California 92879  
(951) 946-5700

Wingstop #0285 CA-Costa Mesa  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2300 HARBOR BLVD STE A-3  
COSTA MESA, California 92626  
(949) 548-9464

Wingstop #0787 CA-Covina-N Citrus Ave  
Luthra Wings, Inc.  
Rick Luthra\*  
1393 N CITRUS AVE  
COVINA, California 91722-1797  
(626) 966-9464

Wingstop #7016 CA-Culver City-Selmaraine Dr  
- GK  
TastyWings, Inc.  
Waleed Mansour\*  
5660 Selmaraine Drive  
Culver City, California 90230  
(310) 439-2622

Wingstop #0856 CA-Cypress-Valley View St  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
10015 VALLEY VIEW ST  
CYPRESS, California 90630-4601  
(714) 220-9464

Wingstop #0517 CA-Daly City-Lake Merced  
Blvd  
Oak Hill Ventures, Inc.  
Don Brocca  
227 LAKE MERCED BLVD  
DALY CITY, California 94015-3113  
(650) 755-9464

Wingstop #0649 CA-Davis-G Street  
Wing Me Over, Inc.  
Jason Khan\*  
408 G ST  
DAVIS, California 95616-4158  
(530) 759-9464

Wingstop #2004 CA-Delano-Glenwood St  
Wing Whisperer, LLC  
Jason Khan\*  
1617 Glenwood Street Suite C  
Delano, California 93215  
(661) 778-0516

Wingstop #2443 CA-Desert Hot Springs-Palm  
Dr.  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
13108 Palm Dr.  
Desert Hot Springs, California 92240  
(760) 507-6203

Wingstop #1380 CA-Dinuba-N. Alta Ave  
Cencal Wings IV, Inc.  
Gurmit (Mike) Samra\*  
150 NORTH ALTA AVENUE STE B  
DINUBA, California 93618-1546  
(559) 648-9464

Wingstop #0718 CA-Downey-Firestone Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
8558 FIRESTONE BLVD  
DOWNEY, California 90241-4926  
(562) 923-2222

Wingstop #1009 CA-East Palo Alto-Bayshore  
Rd  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
1765 E BAYSHORE RD STE A-1  
EAST PALO ALTO, California 94303-2503  
(650) 322-9464

Wingstop #0622 CA-Eastvale-Limonite Ave  
VMYK Corporation  
Binoy Kothari\*  
12552 LIMONITE AVE STE 110  
EASTVALE, California 91752-6900  
(951) 734-9464

Wingstop #1676 CA-Kern County-Edwards Air  
Force Base  
GIMJ Investment Group VI, LLC  
Daniel (Steve) Tucker\*  
10 N. Wolfe Avenue, Edwards AFB  
Edwards, California 93524  
(661) 258-4200

Wingstop #1204 CA-EL Cajon-Jamacha Rd  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
225 JAMACHA RD Ste. 103  
EL CAJON, California 92019-2360  
(619) 440-9464



Wingstop #0477 CA-El Cerrito  
2 Singhs Have Wings, Inc.  
Bikram Randhawa\*  
340 EL CERRITO PLZ  
EL CERRITO, California 94530-4004  
(510) 528-9464

Wingstop #1169 CA-El Monte-Valley Blvd  
Cali Wings Inc.  
Sagar Patel\*  
10619 VALLEY BLVD. #F  
EL MONTE, California 91731-2404  
(626) 416-5732

Wingstop #0278 CA-Elk Grove-Elk Grove  
Florin  
Drums & Flats Inc.  
Ranjan Bhasin\*  
8447 ELK GROVE FLORIN RD STE 50  
ELK GROVE, California 95624-9519  
(916) 689-4949

Wingstop #0560 CA-Elk Grove-Laguna Blvd  
Drums & Flats Inc.  
Ranjan Bhasin\*  
7440 LAGUNA BLVD STE 116  
ELK GROVE, California 95758-5072  
(916) 907-9464

Wingstop #0454 CA-Emeryville  
Bestwings USA Inc.  
Waleed Mansour\*  
4133 SAN PABLO AVE  
EMERYVILLE, California 94608-3680  
(510) 428-9464

Wingstop #1086 CA-Escondido-Valley Pkwy  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
1815 E. VALLEY PKWY STE 7  
ESCONDIDO, California 92027-2550  
(760) 489-9464

Wingstop #0554 CA-Fairfield  
Wing Dhaba, Inc.  
Bikram Randhawa\*  
1630 GATEWAY BLVD STE C  
FAIRFIELD, California 94533-6914  
(707) 426-9464

Wingstop #1857 CA-Fillmore-Ventura St.  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
572 Ventura Street  
Fillmore, California 93015  
(805) 625-7023

Wingstop #2409 CA-Folsom-E. Bidwell St.  
Wing Me Over, Inc.  
Jim Toal\*  
1115 E. Bidwell St., Ste 124  
Folsom, California 95630  
(916) 510-2413

Wingstop #1074 CA-Fontana-Sierra Ave.  
Sizzling Wings, LLC  
Nathan Garn\*  
9765 SIERRA AVE  
FONTANA, California 92336  
(909) 452-7355

Wingstop #1634 CA-Fontana-Baseline Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
7273 CITRUS AVE STE 600  
FONTANA, California 92336  
(909) 371-0170

Wingstop #2002 CA-Fontana-Cherry Ave  
Fresh Up, Inc.  
Larry Yanez\*  
11683 Cherry Ave, Suite F3  
Fontana, California 92337  
(909) 637-2100

Wingstop #2142 CA-Foster City-Chess Dr  
Punjabi Brothers Corp.  
Bahadur (Bob) Shoker\*  
2015 Chess Drive  
Foster City, California 94404  
(650) 315-2437

Wingstop #1339 CA-Fountain Valley-  
Brookhurst St.  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
17150 BROOKHURST ST., SUITE B  
FOUNTAIN VALLEY, California 92708  
(714) 377-2683

Wingstop #0343 CA-Fremont  
West Coast Wings Fremont, Inc.  
Tony Lam\*  
43448 BOSCELL RD  
FREMONT, California 94538-5131  
(510) 490-9464

Wingstop #2169 CA-Fremont-Farwell Dr  
Punjabi Brothers Corp.  
Bahadur (Bob) Shoker\*  
39199 B Farwell Drive  
Fremont, California 94538  
(510) 894-1692

Wingstop #0510 CA-Fresno-Shaw Ave.  
Right Swing, Inc.  
Jason Khan\*  
1089 E SHAW AVE STE 101A  
FRESNO, California 93710-7888  
(559) 229-9464

Wingstop #1256 CA-Fresno-W. Shaw Ave  
Wingcraft, Inc.  
Jason Khan\*  
3660 W. SHAW AVE  
FRESNO, California 93711  
(559) 492-3936

Wingstop #1338 CA-Fresno-E. Tulare St  
Wingology Inc.  
Jason Khan\*  
3244 E. TULARE ST.  
FRESNO, California 93702  
(559) 293-3861

Wingstop #1882 CA-Fresno-W Clinton Ave  
Los Pollos Hermanos, Inc.  
Jason Khan\*  
1943 W. Clinton Ave  
Fresno, California 93705  
(559) 515-6685

Wingstop #1883 CA-Fresno-W Nees Ave  
Ambition Wings, Inc.  
Jason Khan\*  
128 W. Nees Ave Suite 101  
Fresno, California 93711  
(559) 369-6645

Wingstop #0516 CA-Fresno-Kings Canyon  
Cen Cal Wings, LLC  
Gurmit (Mike) Samra\*  
5177 E KINGS CANYON RD  
FRESNO, California 93727-3937  
(559) 252-9464

Wingstop #0310 CA-Fullerton  
CIG Wings, Inc.  
Christian Concepcion\*  
1119 N HARBOR BLVD STE 1101  
FULLERTON, California 92832-1312  
(714) 879-9464

Wingstop #1229 CA-Fullerton-Nutwood  
Avenue  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2736 NUTWOOD AVENUE, SUITE C  
FULLERTON, California 92831  
(714) 446-9464

Wingstop #1051 CA-Garden Grove-Chapman  
Ave.  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
9737 CHAPMAN AVE, SUITE B  
GARDEN GROVE, California 92841  
(714) 530-9464

Wingstop #0511 CA-Gardena  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2201 W ROSECRANS AVE  
GARDENA, California 90249-2905  
(310) 324-3444

Wingstop #0456 CA-Gilroy-Camino Arroyo  
Dekati Young, Inc.  
Claudia Young\*  
7171 CAMINO ARROYO  
GILROY, California 95020-7308  
(408) 842-9464

Wingstop #0620 CA-Glendale-Glendale Ave.  
CET Wings, Inc.  
Christian Concepcion\*  
245 S GLENDALE AVE UNIT B  
GLENDALE, California 91205-1713  
(818) 265-9464

Wingstop #2021 CA-Glendale-San Fernando Rd  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
6340 San Fernando Rd  
Glendale, California 91201  
(747) 292-9464

Wingstop #0386 CA-Glendora  
Concepcion Holdings, Inc.  
Nikki Marcos\*  
1365 EAST GLADSTONE ST STE 600  
GLENORA, California 91740-6724  
(909) 394-9464

Wingstop #2012 CA-Goleta-Embarcadero del Norte  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
888 Embarcadero del Norte  
Goleta, California 93117  
(805) 941-9464

Wingstop #1895 CA-Grand Terrace-Barton Rd  
Fresh Up, Inc.  
Larry Yanez\*  
22200 Barton Road  
Grand Terrace, California 92313  
(909) 219-8900

Wingstop #0837 CA-Hanford-N 12th Ave  
The Wingman Company  
Jason Khan\*  
150 N 12TH AVE  
HANFORD, California 93230-6100  
(559) 584-9464

Wingstop #0631 CA-Harbor City-Pacific Coast Hwy  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
1685 PACIFIC COAST HWY STE D  
HARBOR CITY, California 90710-2645  
(310) 326-9464

Wingstop #1165 CA-Hawaiian Gardens-Carson  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
12019 CARSON STREET  
HAWAIIAN GARDENS, California 90716  
(562) 402-9464

Wingstop #1211 CA-Hawthorne-Hawthorne Blvd  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
11540 HAWTHORNE BLVD STE C  
HAWTHORNE, California 90250-2364  
(310) 676-9464

Wingstop #0263 CA-Hayward-Whipple  
The LN Ventures LLC  
Thuynga (Nikki) Lu  
2490 WHIPPLE RD  
HAYWARD, California 94544-7808  
(510) 441-7867

Wingstop #0490 CA-Hayward-B St.  
TastyWings, Inc.  
Waleed Mansour\*  
1093 B ST STE R1-B1  
HAYWARD, California 94541-4107  
(510) 881-9464

Wingstop #2063 CA-Hayward-W. A Street  
Punjabi Brothers Corp.  
Bahadur (Bob) Shoker\*  
19641 Hesperian Blvd  
Hayward, California 94541  
(510) 274-5835

Wingstop #1576 CA-Hemet-W. Florida Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
3232 W. FLORIDA AVE  
HEMET, California 92545  
(951) 502-1500

Wingstop #0725 CA-Hesperia-Main St  
Fresh Up, Inc.  
Larry Yanez\*  
13259 MAIN ST  
HESPERIA, California 92345-4608  
(760) 949-5500

Wingstop #1196 CA-Highland-Greenspot Rd.  
Fresh Up, Inc.  
Larry Yanez\*  
27993 GREENSPOT ROAD  
Highland, California 92346  
(909) 864-9464

Wingstop #1138 CA-Hollister- Airline Hwy  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
1760-A AIRLINE HIGHWAY  
HOLLISTER, California 95023  
(831) 630-1700

Wingstop #1700 CA-Huntington Beach-  
Magnolia St  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
20100 MAGNOLIA ST, SUITE 105  
HUNTINGTON BEACH, California 92646  
(657) 317-9464

Wingstop #1277 CA-Imperial Beach-Palm Ave  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
791 PALM AVE STE 102  
IMPERIAL BEACH, California 91932  
(619) 591-9464

Wingstop #0137 CA-Inglewood-Century  
Yummy OMG INC  
Waleed Mansour\*  
3551 W CENTURY BLVD STE 103  
INGLEWOOD, California 90303-1200  
(310) 672-9200

Wingstop #0546 CA-Inglewood-Manchester  
Yummy OMG INC  
Waleed Mansour\*  
2323 W MANCHESTER BLVD A  
INGLEWOOD, California 90305-2515  
(323) 750-9464

Wingstop #0573 CA-Irvine-Barranca Pkwy  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3972 BARRANCA PKWY STE F1  
IRVINE, California 92606-8292  
(949) 786-9464

Wingstop #1350 CA-Jurupa Valley-Limonite  
Ave  
Fresh Up Foods, Inc.  
Larry Yanez\*  
8042 LIMONITE AVE STE B  
JURUPA VALLEY, California 92509-6107  
(951) 332-2010

Wingstop #0681 CA-La Canada Flintridge-  
Verdugo Blvd.  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
1975 VERDUGO BLVD STE C  
LA CANADA-FLINTRIDGE, California  
91011-3018  
(818) 248-9464

Wingstop #0379 CA-La Habra  
Yummy OMG INC  
Waleed Mansour\*  
1211 E LA HABRA BLVD STE E  
LA HABRA, California 90631-5637  
(562) 694-8000

Wingstop #1317 CA-La Mesa-Avacado Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
3749 AVACADO BLVD  
LA MESA, California 91941  
(619) 303-4534

Wingstop #1781 CA-La Mesa-Lake Murray  
Blvd  
Zion Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5550 Lake Murray Blvd., Suit 102  
La Mesa, California 91942  
(619) 878-9464

Wingstop #0465 CA-La Puente  
Sagar Holding Corporation  
Sagar Patel\*  
1238 N HACIENDA BLVD  
LA PUENTE, California 91744-1630  
(626) 919-0709

Wingstop #0368 CA-La Verne  
Vedika Foods Corporation  
Binoy Kothari\*  
2369 FOOTHILL BLVD STE B  
LA VERNE, California 91750-3027  
(909) 596-6400

Wingstop #0218 CA-Lake Forest  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
22611 LAKE FOREST DR STE C7  
LAKE FOREST, California 92630-1700  
(949) 669-2366

Wingstop #0266 CA-Lakewood-Woodruff  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4144 WOODRUFF AVE  
LAKEWOOD, California 90713  
(562) 377-0752

Wingstop #0265 CA-Lancaster  
GIMJ Investment Group, LLC  
Daniel (Steve) Tucker\*  
1838 E AVENUE J  
LANCASTER, California 93535-4475  
(661) 949-7600

Wingstop #1357 CA-Lancaster-Valley Central  
Way  
GIMJ Investment Group IV, LLC  
Daniel (Steve) Tucker\*  
44433 VALLEY CENTRAL WAY  
LANCASTER, California 93536  
(661) 940-9464

Wingstop #1843 CA-Lancaster-10th St W  
GIMJ Investment Group VII, LLC  
Daniel (Steve) Tucker\*  
43530 10th Street West, Unit 103  
Lancaster, California 93534  
(661) 723-0800

Wingstop #0296 CA-Lawndale  
Vinisha Foods Corporation  
Binoy Kothari\*  
15211 HAWTHORNE BLVD  
LAWNDALE, California 90260-2139  
(310) 644-9464

Wingstop #0412 CA-Lemon Grove  
M & N Lincoln Wings, LLC  
Nicole Drake  
6969 BROADWAY  
LEMON GROVE, California 91945-1405  
(619) 465-1500

Wingstop #0634 CA-Livermore-Las Positas Rd  
Wingman and Associates, Inc.  
Jason Khan\*  
4436 LAS POSITAS RD STE 4436  
LIVERMORE, California 94551-9529  
(925) 443-9464

Wingstop #0887 CA-Lodi-Reynolds Ranch  
Pkwy  
Mann & Company, Inc.  
Bhupinder (Bob) Uppal\*  
2640 REYNOLDS RANCH PKWY STE 100  
LODI, California 95240-6850  
(209) 339-9464

Wingstop #1668 CA-Lompoc-N. H Street  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
1413 NORTH H STREET  
LOMPOC, California 93436  
(805) 819-0816

Wingstop #0083 CA-Long Beach-Long Beach  
Blvd  
NHNH, LLC  
Nina Hoque\*  
2000 LONG BEACH BLVD  
LONG BEACH, California 90806-4906  
(562) 218-9464

Wingstop #0493 CA-Long Beach-4th  
NHNH, LLC  
Nina Hoque\*  
80 E 4TH ST STE E-120  
LONG BEACH, California 90802-2490  
(562) 432-9464

Wingstop #1484 CA-Long Beach W. Willow St  
Citywide Restaurant Group, LLC  
Nina Hoque\*  
1504 W WILLOW ST  
LONG BEACH, California 90810-3121  
(562) 606-2400

Wingstop #0277 CA-Long Beach-Ximeno Ave  
Yummy OMG INC  
Waleed Mansour\*  
1806 XIMENO AVE  
LONG BEACH, California 90815-2849  
(562) 961-9464

Wingstop #1603 CA-Long Beach-Redondo Ave  
Zesty OMG, Inc.  
Waleed Mansour\*  
681 REDONDO AVE  
LONG BEACH, California 90814  
(562) 588-9424

Wingstop #0392 CA-Long Beach-Carson  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2018 E CARSON ST  
LONG BEACH, California 90807-3040  
(562) 989-9464

Wingstop #0507 CA-Long Beach-Cherry  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
6792 CHERRY AVE STE C  
LONG BEACH, California 90805-1717  
(562) 630-9464

Wingstop #0616 CA-Los Angeles-Santa Monica  
CAV Restaurants, Inc.  
Cesar Alejandres  
12241 SANTA MONICA BLVD  
LOS ANGELES, California 90025-2517  
(310) 826-3040

Wingstop #0279 CA-Los Angeles-Crenshaw  
Blvd  
R&D Westwing, Inc.  
Robin Kirksey\*  
3825 CRENSHAW BLVD STE 104  
LOS ANGELES, California 90008-1849  
(323) 296-9464

Wingstop #1408 CA-Los Angeles-S. Centinela  
Ave  
DENAKIRK WINGS, LLC  
Robin Kirksey\*  
4040 S. CENTINELA AVE  
LOS ANGELES, California 90066  
(310) 391-9464

Wingstop #0292 CA-Los Angeles-La Tijera  
Yummy OMG INC  
Waleed Mansour\*  
6909 LA TIJERA BLVD  
LOS ANGELES, California 90045-1906  
(310) 670-9464

Wingstop #0627 CA-Los Angeles (Culver City)-  
Venice Blvd.  
Bestwings USA Inc.  
Waleed Mansour\*  
8985 VENICE BLVD #C-1C  
LOS ANGELES, California 90034-3344  
(310) 558-9464

Wingstop #0267 CA-Los Angeles-Whittier Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5049 WHITTIER BLVD  
LOS ANGELES, California 90022-3116  
(323) 264-9464

Wingstop #0584 CA-Los Angeles-Venice Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4725 W. VENICE BLVD  
LOS ANGELES, California 90019-5832  
(323) 634-9460

Wingstop #0672 CA-Los Angeles-11315 S.  
Figuroa  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
11315 S FIGUEROA ST STE 110  
LOS ANGELES, California 90061-1400  
(323) 754-9464

Wingstop #0705 CA-Los Angeles-Western Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1075 N WESTERN AVE STE 107  
LOS ANGELES, California 90029-2307  
(323) 464-9464

Wingstop #0724 CA-Los Angeles-5857 S  
Central Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5857 S CENTRAL AVE STE 170  
LOS ANGELES, California 90001  
(323) 846-9464

Wingstop #1268 CA-Los Angeles-3584 S.  
Figuroa  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3584 S. FIGUEROA ST.  
LOS ANGELES, California 90007  
(213) 745-9464

Wingstop #1415 CA-Los Angeles-10007 S. Central Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
10007 S. CENTRAL AVE  
LOS ANGELES, California 90002  
(323) 567-9464

Wingstop #1649 CA-Los Angeles-S. Western Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1707 S. WESTERN AVE  
LOS ANGELES, California 90006  
(747) 800-9464

Wingstop #1662 CA-Los Angeles-3476 Whittier Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3476 WHITTIER BLVD STE 101-103  
LOS ANGELES, California 90023-1754  
(747) 529-9464

Wingstop #1686 CA-Los Angeles-N. Figueroa St.  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2619 N. FIGUEROA ST. UNIT C  
LOS ANGELES, California 90065-1025  
(213) 799-9464

Wingstop #1752 CA-Los Angeles-Manchester Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
528 E. MANCHESTER AVE  
Los Angeles, California 90003  
(213) 652-9464

Wingstop #1969 CA-Los Angeles-E Century Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2365 E. Century Blvd Suite D  
Los Angeles, California 90002  
(213) 933-9464

Wingstop #1980 CA-Los Angeles-E Vernon Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1713 E. Vernon Ave Unit 119  
Los Angeles, California 90058  
(213) 816-9464

Wingstop #2301 CA-Los Angeles-West 8th St.  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2030 W. 8th Street, Unit B  
Los Angeles, California 90057  
(213) 927-9464

Wingstop #2311 CA-Los Angeles-N. Highland Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1900 N. Highland Ave, Unit 1  
Los Angeles, California 90068  
(213) 838-9464

Wingstop #2387 N. Figueroa St. & Meridian St., Los Angeles  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
6512 N. Figueroa St., Ste F & G  
Los Angeles, California 90042  
(213) 582-8980

Wingstop #7038 CA-Westwood-Weyburn Ave-GK  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
10850 W. Le Conte Ave, K1  
Los Angeles, California 90024  
(213) 582-8988

Wingstop #1638 CA-Los Angeles-2189 Whittier Blvd  
Amazing Wings Inc.  
Sagar Patel\*  
2189B WHITTIER BLVD  
LOS ANGELES, California 90023-1250  
(323) 685-5465

Wingstop #2364 CA-Los Angeles-National Blvd  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
11201 National Blvd  
Los Angeles, California 90064  
(424) 218-9464

Wingstop #0443 CA-Los Angeles-1754 W.  
Slauson  
Grapevine Restaurant LLC  
Zhenyi (Sean) Xu\*  
1754 W SLAUSON AVE STE A  
LOS ANGELES, California 90047-1132  
(323) 293-9464

Wingstop #0494 CA-Los Angeles-Vermont  
Grapevine Restaurant LLC  
Zhenyi (Sean) Xu\*  
8330 S VERMONT AVE  
LOS ANGELES, California 90044-3422  
(323) 778-9464

Wingstop #1115 CA-Los Banos-E. Pacheco  
Blvd.  
Wing Life, Inc.  
Jason Khan\*  
1989 E. PACHECO BLVD. STE J  
LOS BANOS, California 93635-4950  
(209) 827-9464

Wingstop #0256 CA-Lynwood-Long Beach  
Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
10910 LONG BEACH BLVD, SUITE 105  
LYNWOOD, California 90262-2514  
(310) 762-9333

Wingstop #0713 CA-Madera-W Cleveland Ave  
Wing or Lose Inc.  
Jason Khan\*  
2180 W CLEVELAND AVE STE 116  
MADERA, California 93637-8761  
(559) 675-9464

Wingstop #0682 CA-Manteca-Yosemite Ave.  
Just Wingin' It, Inc.  
Jim Toal\*  
1342 E YOSEMITE AVE  
MANTECA, California 95336-5004  
(209) 824-9464

Wingstop #1412 CA-Maywood-Slauson Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4442 E. SLAUSON AVE  
MAYWOOD, California 90270  
(323) 773-9464

Wingstop #1034 CA-Menifee-Haun Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
30024 HAUN RD STE 150  
MENIFEE, California 92584-6811  
(951) 301-9433

Wingstop #0275 CA-Merced  
Winganomics, Inc.  
Jason Khan\*  
779 E YOSEMITE AVE STE D  
MERCED, California 95340-8041  
(209) 383-9464

Wingstop #0613 CA-Millbrae-El Camino Real  
Good Wing Corporation  
Harmandeep Singh  
1085 EL CAMINO REAL  
MILLBRAE, California 94030-2013  
(650) 697-3300

Wingstop #0432 CA-Milpitas  
West Coast Wings Milpitas, Inc.  
Robert LaVigne\*  
80 N MILPITAS BLVD  
MILPITAS, California 95035-4403  
(408) 956-9464

Wingstop #1279 CA-Mission Hills-Sepulveda  
Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
10374 SEPULVEDA BLVD, SUITE 3C  
MISSION HILLS, California 91345  
(818) 898-9464

Wingstop #2452 CA-Mission Viejo-Marguerite  
Pkw  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
26012 Marguerite Parkway, Suite A  
Mission Viejo, California 92692  
(949) 669-3252



Wingstop #0132 CA-Modesto  
Just Wingin' It, Inc.  
Jim Toal\*  
2100 STANDIFORD AVE STE A4  
MODESTO, California 95350-6523  
(209) 577-9464

Wingstop #2368 CA-Modesto-E. Orangeburg  
Barola Investments  
Jim Toal\*  
1221 E. Orangeburg Ave, Suite 1  
Modesto, California 95350  
(209) 859-7025

Wingstop #0295 CA-Monrovia  
Concepcion Holdings, Inc.  
Nikki Marcos\*  
184 W FOOTHILL BLVD STE D-8  
MONROVIA, California 91016-2172  
(626) 357-8680

Wingstop #1257 CA-Montclair-Holt Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
4480 HOLT BLVD UNIT C  
MONTCLAIR, California 91763  
(562) 365-9464

Wingstop #1613 CA-Montebello-W. Whittier  
Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2401 W. WHITTIER BLVD STE A  
MONTEBELLO, California 90640  
(323) 991-9464

Wingstop #1961 CA-Moorpark-New Los  
Angeles Ave  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
888 New Los Angeles Ave Suite A  
Moorpark, California 93021  
(805) 552-4099

Wingstop #0642 CA-Moreno Valley-Alessandro  
Sizzling Wings, LLC  
Nathan Garn\*  
24825 Alessandro Blvd.  
Moreno Valley, California 92553  
(951) 242-9200

Wingstop #1821 CA-Moreno Valley-Moreno  
Beach Drive  
Fresh Up, Inc.  
Larry Yanez\*  
12831 Moreno Beach Drive Suite 105  
Moreno Valley, California 92555  
(951) 518-1800

Wingstop #1942 CA-Moreno Valley-Day St  
Fresh Up, Inc.  
Larry Yanez\*  
12620 Day Street Suite A  
Moreno Valley, California 92553  
(951) 363-1600

Wingstop #1123 CA-Morgan Hill-Cochrane  
Plaza  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
250 COCHRANE PLAZA #140  
Morgan Hill, California 95037  
(408) 776-9464

Wingstop #1870 CA-Mountain View-Showers  
Dr  
DeMayo Restaurant Group, Inc.  
Woody DeMayo\*  
530 Showers Dr. #AA08  
Mountain View, California 94040  
(650) 701-9464

Wingstop #2084 CA-Murrietta-Warm Springs  
Pky  
Sizzling Wings, LLC  
Nathan Garn\*  
28130 Clinton Keith Rd  
Suite 500  
Murrieta, California 92563  
(951) 777-9464

Wingstop #7008 CA-N.Hollywood-Lankershim  
- GK  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5643 Lankershim Blvd, Suite 7  
N. Hollywood, California 91601  
(747) 214-0469

Wingstop #0602 CA-National City-Highland Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
932 HIGHLAND AVE  
NATIONAL CITY, California 91950-3514  
(619) 336-0434

Wingstop #0804 CA-Newark-Newark Blvd.  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
35030 NEWARK BLVD  
NEWARK, California 94560-1218  
(510) 797-9464

Wingstop #0276 CA-Norco  
WHBJ Corporation  
Binoy Kothari\*  
140 HIDDEN VALLEY PKWY STE J  
NORCO, California 92860-4002  
(951) 280-0707

Wingstop #1099 CA-North Hills-Woodley Ave.  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
8633 WOODLEY AVE STE C  
NORTH HILLS, California 91343-5718  
(818) 891-0999

Wingstop #0605 CA-Northridge-Reseda Blvd  
Laco-Wing, LLC  
Robin Kirksey\*  
9041 RESEDA BLVD  
NORTHRIDGE, California 91324-3919  
(818) 998-9464

Wingstop #0897 CA-Norwalk-Rosecrans Ave  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
11739 ROSECRANS AVE  
NORWALK, California 90650-3915  
(562) 868-2088

Wingstop #0221 CA-Oakland  
Habitwings Inc.  
Waleed Mansour\*  
8450 EDGEWATER DR  
OAKLAND, California 94621-1482  
(510) 639-1899

Wingstop #0597 CA-Oakland-Lake Park Ave  
Habitwings Inc.  
Waleed Mansour\*  
528 LAKE PARK AVE  
OAKLAND, California 94610-2732  
(510) 763-9464

Wingstop #1582 CA-Oakland-Macarthur Blvd  
Dad's Sapna Inc.  
Bikram Randhawa\*  
4005 MACARTHUR BLVD  
OAKLAND, California 94619  
(510) 500-3861

Wingstop #1436 CA-Oceanside-Douglas Dr  
Sizzling Wings, LLC  
Nathan Garn\*  
35 DOUGLAS DR STE 100  
OCEANSIDE, California 92058-7826  
(760) 273-5212

Wingstop #1406 CA-Ontario-E. 4th St.  
Sizzling Wings, LLC  
Nathan Garn\*  
1305 E. 4TH STREET  
ONTARIO, California 91764  
(909) 460-9464

Wingstop #1515 CA-Ontario-S. Euclid Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
2252 S. EUCLID AVE STE A  
ONTARIO, California 91762-6566  
(909) 391-9464

Wingstop #2113 CA-Ontario-Ontario Ranch Rd  
V2 Foods, Inc.  
Binoy Kothari\*  
3420 Ontario Ranch Rd  
Suite 2  
Ontario, California 91761  
(909) 757-6700

Wingstop #0625 CA-Orange-E Katella Ave-SPORTS  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1541 E KATELLA AVE  
ORANGE, California 92867-5025  
(714) 289-9464

Wingstop #0840 CA-Oxnard-Rose Ave  
CET Wings, Inc.  
Christian Concepcion\*  
1941 N ROSE AVE STE 700  
OXNARD, California 93036-0655  
(805) 988-9400

Wingstop #1331 CA-Oxnard-Saviers Rd  
Oxnard Wings, Inc.  
Christian Concepcion\*  
2824 SAVIERS RD  
OXNARD, California 93033  
(805) 483-9464

Wingstop #1941 CA-Pacifica-Linda Mar  
Shopping Center  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
1335 Linda Mar Shopping Center  
Pacifica, California 94044  
(650) 557-1247

Wingstop #0561 CA-Pacoima-Van Nuys  
WSTHREE-55, Inc.  
Willie McGinest\*  
12745 VAN NUYS BLVD  
PACOIMA, California 91331-1627  
(818) 897-9464

Wingstop #2029 CA-Palm Desert-Hwy 111  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
74600 Highway 111 Suite E  
Palm Desert, California 92260  
(442) 677-0436

Wingstop #0247 CA-Palmdale-E Ave S  
GIMJ Investment Group II, LLC  
Daniel (Steve) Tucker\*  
2551 E AVENUE S STE L  
PALMDALE, California 93550-6403  
(661) 266-9464

Wingstop #0369 CA-Palmdale-10th Street  
GIMJ Investment Group III, L.L.C.  
Daniel (Steve) Tucker\*  
40008 10TH STREET WEST UNIT 104  
PALMDALE, California 93551-3009  
(661) 267-9999

Wingstop #1913 CA-Palmdale-47th Street E  
GIMJ Investment Group VIII, LLC  
Daniel (Steve) Tucker\*  
37134 47th East Suite C  
Palmdale, California 93552  
(661) 533-8328

Wingstop #1975 CA-Palmdale-W Ave N  
GIMJ Investment Group IX, LLC  
Daniel (Steve) Tucker\*  
5022 W. Avenue N Unit 108  
Palmdale, California 93551  
(661) 718-0000

Wingstop #0563 CA-Panorama City-Nordhoff  
St  
WSFOUR-55, Inc.  
Willie McGinest\*  
14508 NORDHOFF ST  
PANORAMA CITY, California 91402-1811  
(818) 894-9464

Wingstop #0749 CA-Pasadena-N Lake Ave  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
1279 N LAKE AVE  
PASADENA, California 91104-2855  
(626) 798-2800

Wingstop #1078 CA-Pasadena-Colorado Blvd.  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
1709 E. COLORADO BLVD  
PASADENA, California 91106-2114  
(626) 578-9464

Wingstop #1947 CA-Patterson-Sperry Ave  
Wing Me Over, Inc.  
Jim Toal\*  
1040 Sperry Ave  
Patterson, California 95363  
(209) 892-0042

Wingstop #0607 CA-Perris-Perris Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
1688 N PERRIS BLVD STE D6  
PERRIS, California 92571-4707  
(951) 943-1853

Wingstop #2296 CA-Petaluma-Lakeville St  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
953 Lakeville St  
Petaluma, California 94952  
(707) 776-0822

Wingstop #2066 CA-Pleasanton-Santa Rita Rd  
Wingers, LLC  
Ranjan Bhasin\*  
4001 Santa Rita Rd, Suite 6  
Pleasanton, California 94588  
(925) 800-3250

Wingstop #0504 CA-Pico Rivera  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
8945 1/2 WASHINGTON BLVD  
PICO RIVERA, California 90660  
(562) 949-0159

Wingstop #1081 CA-Pomona- Rancho Valley D  
Sizzling Wings, LLC  
Nathan Garn\*  
2063 RANCHO VALLEY DRIVE SUITE #300  
POMONA, California 91766  
(909) 622-2004

Wingstop #0325 CA-Pinole-Fitzgerald Dr  
Wings For 2 Singhs, Inc.  
Bikram Randhawa\*  
1581 FITZGERALD DR  
PINOLE, California 94564-2230  
(510) 758-9464

Wingstop #0426 CA-Pomona  
Fresh Up, Inc.  
Larry Yanez\*  
756 E ARROW HWY  
POMONA, California 91767-2247  
(909) 624-9464

Wingstop #0316 CA-Pittsburg  
Zesty OMG, Inc.  
Waleed Mansour\*  
4406 CENTURY BLVD  
PITTSBURG, California 94565-7119  
(925) 778-9464

Wingstop #0844 CA-Porterville-Henderson Ave  
Cencal Wings II Inc.  
Gurmit (Mike) Samra\*  
1375 W HENDERSON AVE STE C-2B  
PORTERVILLE, California 93257-1456  
(559) 781-9464

Wingstop #1876 CA-Pittsburgh-Railroad Ave  
TastyWings, Inc.  
Waleed Mansour\*  
2108 Railroad Ave Suite 110  
Pittsburg, California 94565  
(925) 318-5808

Wingstop #1546 CA-Poway-Poway Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
13358 POWAY RD  
POWAY, California 92064  
(858) 883-4519

Wingstop #1553 CA-Placentia-E. Imperial Hwy  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1093 E. IMPERIAL HWY  
PLACENTIA, California 92870  
(657) 258-1119

Wingstop #0390 CA-Rancho Cordova  
Wing Me Over, Inc.  
Jim Toal\*  
3195 ZINFANDEL DR STE 3  
RANCHO CORDOVA, California 95670-6377  
(916) 635-9464

Wingstop #0338 CA-Pleasant Hill  
Zesty OMG, Inc.  
Waleed Mansour\*  
2380 MONUMENT BLVD SUITE C-1  
PLEASANT HILL, California 94523-3972  
(925) 674-9464

Wingstop #1232 CA-Rancho Cucamonga-  
Ontario Mills  
Sagar Holding Corporation  
Sagar Patel\*  
9635 MILLIKEN AVE STE E105  
RANCHO CUCAMONGA, California 91730  
(909) 476-1387

Wingstop #1416 CA-Rancho Cucamonga-Base Line Rd  
Sagar Holding Corporation  
Sagar Patel\*  
12250 BASE LINE RD STE 105  
RANCHO CUCAMONGA, California 91739  
(909) 646-7185

Wingstop #0191 CA-Rancho Cucamonga  
DKLD As One, Inc.  
Andrew Stamps  
7212 ARCHIBALD AVE  
RANCHO CUCAMONGA, California 91701-6404  
(909) 944-5572

Wingstop #1977 CA-Rancho Mirage-Monterey  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
34151 Monterey Ave Suite 100  
Rancho Mirage, California 92270  
(760) 202-1400

Wingstop #0237 CA-Rancho Santa Margarita  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
22195 EL PASEO STE 100  
RANCHO SANTA MARGARITA, California 92688-2824  
(949) 459-9464

Wingstop #1567 CA-Redlands-W. Stuart Ave  
Fresh Up, Inc.  
Larry Yanez\*  
350 W. STUART AVE STE 130  
REDLANDS, California 92374-3121  
(909) 792-9464

Wingstop #2356 CA-Redlands-East Lugonia  
Fresh Up, Inc.  
Larry Yanez\*  
1752 East Lugonia Ave, Ste 113  
Redlands, California 92374  
(909) 328-8400

Wingstop #1058 CA-Redwood City-El Camino Real  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
1918 EL CAMINO REAL UNIT 1922  
REDWOOD CITY, California 94063-2113

Wingstop #0806 CA-Rialto-Easton St  
Sizzling Wings, LLC  
Nathan Garn\*  
186 E EASTON ST STE E  
RIALTO, California 92376  
(909) 875-9464

Wingstop #1274 CA-Rialto-S. Riverside Ave.  
Sizzling Wings, LLC  
Nathan Garn\*  
1420 S. Riverside Ave. #8C  
RIALTO, California 92376  
(909) 491-2293

Wingstop #0417 CA-Richmond-MacDonald Ave  
Bestwings USA Inc.  
Waleed Mansour\*  
4210 MACDONALD AVE  
RICHMOND, California 94805-2315  
(510) 965-1200

Wingstop #1637 CA-Ridgecrest-N. China Lake Blvd  
GIMJ Investment Group V, LLC  
Daniel (Steve) Tucker\*  
750A N. CHINA LAKE BLVD  
RIDGECREST, California 93555  
(760) 371-9464

Wingstop #0264 CA-Riverbank  
Just Wingin' It, Inc.  
Jim Toal\*  
2251 CLARIBEL RD STE B  
RIVERBANK, California 95367-9456  
(209) 869-8646

Wingstop #1746 CA- Riverside-Arlington Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
5200 ARLINGTON AVE - B  
Riverside, California 92504  
(951) 394-9464

Wingstop #1315 CA-Riverside-University Ave  
Vedvin OC Corporation  
Binoy Kothari\*  
1744 UNIVERSITY AVE STE. 100  
RIVERSIDE, California 92507-5364  
(951) 682-9464

Wingstop #0387 CA-Riverside-Riverwalk  
Fresh Up, Inc.  
Larry Yanez\*  
4290 RIVERWALK PKWY STE 300  
RIVERSIDE, California 92505-3376  
(951) 785-9464

Wingstop #0763 CA-Riverside-Van Buren Blvd  
Fresh Up Foods, Inc.  
Larry Yanez\*  
18560 VAN BUREN BLVD STE 1A & 1B  
RIVERSIDE, California 92508-9364  
(951) 789-9464

Wingstop #1206 CA-Riverside-Lincoln Plaza  
Fresh Up Foods, Inc.  
Larry Yanez\*  
2995 VAN BUREN BLVD SUITE A11  
RIVERSIDE, California 92503  
(951) 299-7425

Wingstop #1926 CA-Riverside-Arlington Ave  
Fresh Up, Inc.  
Larry Yanez\*  
10330 Arlington Ave  
Riverside, California 92509  
(951) 266-5600

Wingstop #2261 CA-Rohnert Park-Commerce  
Blvd  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
6420 Commerce Blvd  
Rohnert Park, California 94928  
(707) 586-9195

Wingstop #0679 CA-Rosemead-Rosemead  
Blvd.  
Pacific Restaurant, Inc.  
Sagar Patel\*  
3612 ROSEMEAD BLVD  
ROSEMEAD, California 91770-2077  
(626) 288-8634

Wingstop #1285 CA-Roseville-Sunrise Ave  
Greek Squad LLC  
Ranjan Bhasin\*  
970 SUNRISE AVENUE STE 100  
ROSEVILLE, California 95661-4570  
(916) 749-3012

Wingstop #0723 CA-Roseville-Fairway Dr.  
Wing Me Over, Inc.  
Jim Toal\*  
10341 FAIRWAY DR STE 130  
ROSEVILLE, California 95678-3589  
(916) 784-9464

Wingstop #0743 CA-Sacramento-Florin Rd  
Berfoods, Inc.  
Concepcion Bernabe\*  
5950 FLORIN RD STE 100  
SACRAMENTO, California 95823-2370  
(916) 421-9464

Wingstop #0363 CA-Sacramento-65th St  
Wing Me Over, Inc.  
Jason Khan\*  
2992 65TH ST STE 400  
SACRAMENTO, California 95817-2629  
(916) 455-7266

Wingstop #0533 CA-Sacramento-El Camino  
Wing Me Over, Inc.  
Jason Khan\*  
3308 EL CAMINO AVE STE 100  
SACRAMENTO, California 95821-6328  
(916) 482-9464

Wingstop #1798 CA-Sacramento-N Freeway  
Blvd  
Wing Me Over, Inc.  
Jim Toal\*  
3541 N. Freeway Blvd Suite 115  
Sacramento, California 95834  
(916) 263-9465

Wingstop #1810 CA-Sacramento-Florin Road  
Wing Me Over, Inc.  
Jim Toal\*  
1052 Florin Road  
Sacramento, California 95825  
(916) 706-1627

Wingstop #2093 CA-Sacramento-Freeport Blvd  
Wing Me Over, Inc.  
Jim Toal\*  
4720 Freeport Blvd, Suite 130  
Sacramento, California 95822  
(916) 898-1058

Wingstop #0302 CA-Salinas  
Dekati Young, Inc.  
Claudia Young\*  
1488 CONSTITUTION BLVD STE A  
SALINAS, California 93905-3811  
(831) 449-8646

Wingstop #1519 CA-Salinas-S. Main St  
Dekati Young III, Inc.  
Claudia Young\*  
1130 S. MAIN ST.  
SALINAS, California 93901  
(831) 422-9464

Wingstop #2088 CA-Salinas-N. Davis Rd  
Dekati Young IV Inc.  
Claudia Young\*  
1295 N. Davis Road  
Salinas, California 93907  
(831) 758-2044

Wingstop #1403 CA-San Bernardino-W. Mill  
Street  
Sizzling Wings, LLC  
Nathan Garn\*  
1353 WEST MILL STREET STE 105  
SAN BERNARDINO, California 92410-2224  
(909) 963-0983

Wingstop #1471 CA-San Bernardino-E.  
Highland Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
1598 E. HIGHLAND AVE  
SAN BERNARDINO, California 92404  
(909) 252-7765

Wingstop #1799 CA-San Bernardino-University  
Sizzling Wings, LLC  
Nathan Garn\*  
5244 University Parkway Unit H  
San Bernardino, California 92407  
(909) 577-5700

Wingstop #1873 CA-San Bernardino-  
Tippecanoe Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
1760 S. Tippecanoe Ave Suite A  
San Bernardino, California 92408  
(909) 515-8600

Wingstop #0424 CA-San Carlos  
Punjabi Brothers Corp.  
Bahadur (Bob) Shoker\*  
1135 INDUSTRIAL RD STE E  
SAN CARLOS, California 94070-4163  
(650) 592-9464

Wingstop #0632 CA-San Clemente-Avenida  
Pico  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
800 AVENIDA PICO STE U  
SAN CLEMENTE, California 92673-5625  
(949) 492-9463

Wingstop #0394 CA-San Diego  
Sizzling Wings, LLC  
Nathan Garn\*  
3365 ROSECRANS ST STE B  
SAN DIEGO, California 92110-4256  
(619) 523-9464

Wingstop #0603 CA-San Diego-El Cajon Blvd.  
Sizzling Wings, LLC  
Nathan Garn\*  
1901 EL CAJON BLVD  
SAN DIEGO, California 92104-1004  
(619) 297-9464

Wingstop #1381 CA-San Diego-Euclid Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
310 EUCLID AVE STE 402  
SAN DIEGO, California 92114  
(619) 488-6533

Wingstop #1137 CA-San Diego-Alta View  
Paradise Wings Enterprise  
Mark O'Keith  
2939 ALTA VIEW, STE E2  
SAN DIEGO, California 92139-3394  
(619) 434-4944

Wingstop #1838 CA-Pacific Beach-Garnet Ave  
Zion Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1245 Garnet Ave  
San Diego, California 92109  
(858) 477-9464

Wingstop #1939 CA-San Diego-University Ave  
Zion Restaurant Group,LLC  
Jorge Luis Ortiz Garcia\*  
4403 University Ave, Suite 400  
San Diego, California 92105  
(619) 563-9464

Wingstop #0843 CA-San Fernando-Truman St  
WSFIVE-55, Inc.  
Willie McGinest\*  
1110 TRUMAN ST STE 101  
SAN FERNANDO, California 91340  
(818) 361-9464

Wingstop #2143 CA-San Francisco-Sloat Blvd  
Flying Ventures Akash SF, LLC  
Amir Siddiqi\*  
1507 Sloat Blvd.  
San Francisco, California 94132  
(628) 233-4028

Wingstop #7000 CA-San Francisco-Charter Oak  
Ave-GK  
Flying Ventures Akash SF, LLC  
Amir Siddiqi\*  
90 Charter Oak Ave Kitchen 4A  
San Francisco, California 94124  
(415) 579-5602

Wingstop #7017 CA-San Francisco-6th St -GK  
Flying Ventures Akash SF, LLC  
Amir Siddiqi\*  
475 6th Street  
San Francisco, California 94103  
(415) 906-9403

Wingstop #1651 CA-San Gabriel-Huntington  
Dr.  
CALI WINGS, INC.  
Sagar Patel\*  
9018 HUNTINGTON DR.  
SAN GABRIEL, California 91775  
(626) 703-4447

Wingstop #2015 CA-San Jacinto-San Jacinto  
Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
1821 S. San Jacinto Ave, Unit F  
San Jacinto, California 92583  
(951) 946-2600

Wingstop #0801 CA-San Jose-Cottle Rd  
Veneto, Inc.  
Majid Bahriny\*  
5730 COTTLE RD  
SAN JOSE, California 95123  
(408) 227-9464

Wingstop #0431 CA-San Jose-Curtner  
Drums & Flats Inc.  
Ranjan Bhasin\*  
121 CURTNER AVE STE 30  
SAN JOSE, California 95125  
(408) 275-9464

Wingstop #0549 CA-San Jose-Almaden  
Expressway  
Drums & Flats Inc.  
Ranjan Bhasin\*  
5353 ALMADEN EXPY STE N-62  
SAN JOSE, California 95118-3637  
(408) 723-9464

Wingstop #2217 CA-San Jose-Branham Ln  
Wingers, LLC  
Ranjan Bhasin\*  
171 Branham Lane, Unit 4  
San Jose, California 95136  
(408) 478-2760

Wingstop #0326 CA-San Jose-Coleman Ave.  
DeMayo Restaurant Group, Inc.  
Woody DeMayo\*  
503 COLEMAN AVE STE 40  
SAN JOSE, California 95110-2001  
(408) 297-9464

Wingstop #0895 CA-San Jose-McKee Rd  
DeMayo Restaurant Group, Inc.  
Woody DeMayo\*  
2719 McKee Rd.  
San Jose, California 95133  
(408) 258-9464

Wingstop #2067 CA-San Jose-Aborn Rd  
DeMayo Restaurant Group, Inc.  
Woody DeMayo\*  
2752 Aborn Road  
San Jose, California 95121  
(669) 842-6700



Wingstop #2428 CA-S. Winchester Blvd.  
DeMayo Restaurant Group, Inc.  
Woody DeMayo\*  
812 S. Winchester Blvd., Suite 110  
San Jose, California 95128  
(669) 946-9464

Wingstop #0526 CA-San Jose-Ridder Park  
West Coast Wings San Jose, Inc.  
Tony Lam\*  
725 RIDDER PARK DR STE 80  
SAN JOSE, California 95131-2431  
(408) 573-9464

Wingstop #0545 CA-San Jose-King  
West Coast Wings Story, Inc.  
Tony Lam\*  
1150 S KING RD STE 20  
SAN JOSE, California 95122-2143  
(408) 929-9464

Wingstop #2262 CA-San Jose-Stevens Creek  
Blvd  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
5134 Stevens Creek Blvd  
San Jose, California 95129  
(408) 320-2848

Wingstop #0327 CA-San Leandro  
Wingship & Associates II, Inc.  
Roxanne Stone  
15555 E 14TH ST STE 317  
SAN LEANDRO, California 94578-1971  
(510) 278-9464

Wingstop #0845 CA-San Luis Obispo-Chorro St  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
1029 CHORRO ST  
SAN LUIS OBISPO, California 93401-3222  
(805) 541-9464

Wingstop #1635 CA-San Marcos-S. Rancho  
Santa Fe Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
687 S. RANCHO SANTA FE RD  
SAN MARCOS, California 92078  
(442) 515-3191

Wingstop #0762 CA-San Mateo-N Delaware St  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
858 N DELAWARE ST  
SAN MATEO, California 94401-1504  
(650) 340-9464

Wingstop #1087 CA-San Pedro- N. Gaffey  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
114 N. GAFFEY STREET  
SAN PEDRO, California 90731  
(310) 514-9464

Wingstop #1964 CA-San Ramon-San Ramon  
Valley Blvd  
Wingers, LLC  
Ranjan Bhasin\*  
2475 San Ramon Valley Blvd Suite 9  
San Ramon, California 94583  
(925) 900-9464

Wingstop #1089 CA-Sanger-Academy Avenue  
Cencal Wings III, Inc.  
Gurmit (Mike) Samra\*  
606 ACADEMY AVENUE  
Sanger, California 93657  
(559) 876-9464

Wingstop #0572 CA-Santa Ana-MacArthur  
Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2801 W MACARTHUR BLVD STE C  
SANTA ANA, California 92704-7096  
(657) 439-5706

Wingstop #1469 CA-Santa Ana-S. Harbor Blvd  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
701 S. HARBOR BLVD STE C  
SANTA ANA, California 92704-2348  
(657) 231-1410

Wingstop #1566 CA-Santa Ana-E. 17th ST  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1302 E 17TH ST STE D  
SANTA ANA, California 92705-8536  
(657) 261-9464

Wingstop #1872 CA-Santa Barbara-State St  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
3849 State Street #I163  
SANTA BARBARA, California 93105  
(805) 874-9464

Wingstop #0628 CA-Santa Clara-El Camino  
Real  
Veneto, Inc.  
Majid Bahriny\*  
2821 EL CAMINO REAL  
SANTA CLARA, California 95051  
(408) 557-9464

Wingstop #2448 CA-Santa Clara-Great  
American Pkwy  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
4300 Great American Pkwy, Suite 140  
Santa Clara, California 95054  
(669) 900-4799

Wingstop #0315 CA-Santa Clarita-Soledad  
Canyon 1 West  
Zenith Fast Food, Inc.  
Harinder (Harry) Brar\*  
22931 SOLEDAD CANYON ROAD  
SANTA CLARITA, California 91350-2633  
(661) 254-3500

Wingstop #0435 CA-Santa Clarita-Soledad  
Canyon 2 East  
Zenith Fast Food, Inc.  
Harinder (Harry) Brar\*  
18547 SOLEDAD CANYON RD  
SANTA CLARITA, California 91351-3700  
(661) 251-9700

Wingstop #1130 CA-Santa Clarita-Lyons Ave.  
Zenith Wings Inc.  
Harinder (Harry) Brar\*  
24180 LYONS AVE. UNIT B  
SANTA CLARITA, California 91321-2442  
(661) 222-7900

Wingstop #1976 CA-Santa Clarita-Seco Canyon  
Zenith Wings Valencia, Inc.  
Harinder (Harry) Brar\*  
7959 Seco Canyon Road  
Santa Clarita, California 91350  
(661) 367-4405

Wingstop #0570 CA-Santa Cruz-Almar Ave  
Wingers, LLC  
Ranjan Bhasin\*  
45 ALMAR AVE  
SANTA CRUZ, California 95060-5848  
(831) 454-9464

Wingstop #0519 CA-Santa Maria  
Dad&Daughters Wings, Inc.  
Matthew (John) Pasetta  
560 E BETTERAVIA RD STE D  
SANTA MARIA, California 93454-8810  
(805) 614-9464

Wingstop #2407 CA-Santa Maria-N. Broadway  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
1848 N. Broadway  
Santa Maria, California 93454  
(805) 623-5696

Wingstop #1701 CA-Santa Monica-Pico Blvd  
AK-LA Investments, LLC  
Robin Kirksey\*  
1703 PICO BLVD.  
SANTA MONICA, California 90405  
(310) 452-9464

Wingstop #2141 CA-Santa Paula-W Main St  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
550 W. Main Street, Suite C  
Santa Paula, California 93060  
(820) 222-6462

Wingstop #0543 CA-Santa Rosa-Stony Point Rd  
WingSingh - Santa Rosa, Inc.  
Amarjit Sangha\*  
760 STONY POINT RD STE C-120  
SANTA ROSA, California 95407-6864  
(707) 544-9464

Wingstop #2281 CA-Santa Rosa-Mendocino Ave  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
1880 Mendocino Ave, Suite F  
Santa Rosa, California 95401  
(707) 236-8492

Wingstop #2349 CA-Santa Rosa-Guerneville Rd  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
2527 Guerneville Rd, Ste 16  
Santa Rosa, California 95401  
(707) 327-0525

Wingstop #2289 CA-Saratoga-Prospect Rd  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
18584 Prospect Rd  
Saratoga, California 95070  
(408) 898-2039

Wingstop #0635 CA-Seaside-Fremont Blvd  
Dekati Young II, Inc.  
Claudia Young\*  
1951 FREMONT BLVD  
SEASIDE, California 93955-3132  
(831) 899-9464

Wingstop #1953 CA-Selma-S Highland Ave  
Cencal Wings VI, Inc.  
Gurmit (Mike) Samra\*  
2851 S. Highland Ave #119  
Selma, California 93662  
(559) 819-8155

Wingstop #1370 CA-Simi Valley-Tapo Canyon  
Habitwings Inc.  
Waleed Mansour\*  
2655 TAPO CANYON RD STE D  
SIMI VALLEY, California 93063-6839  
(805) 520-9464

Wingstop #1999 CA-Simi Valley-Erringer Road  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
2432 Erringer Road  
Simi Valley, California 93065  
(805) 624-7054

Wingstop #0775 CA-South El Monte-Thienes  
Sagar Holding Corporation  
Sagar Patel\*  
11335 THIENES AVE UNIT 1-A  
SOUTH EL MONTE, California 91733  
(626) 401-2801

Wingstop #0717 CA-South Gate-Firestone  
Blvd-SPORTS  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4813 FIRESTONE BLVD  
SOUTH GATE, California 90280-3473  
(323) 566-9464

Wingstop #0550 CA-South San Francisco-  
Chestnut Ave  
Punjabi Brothers Corp.  
Bahadur (Bob) Shoker\*  
22 CHESTNUT AVE  
SOUTH SAN FRANCISCO, California 94080  
(650) 877-9464

Wingstop #0069 CA-Stockton-West Ln  
Xfinity Holdings, LLC  
Ranjan Bhasin\*  
5052 WEST LN STE 4L  
STOCKTON, California 95210-3590  
(209) 477-8207

Wingstop #1754 CA-Stockton-Lower  
Sacramento Rd  
Wings R Us, LLC  
Ranjan Bhasin\*  
7910 Lower Sacramento Rd, Suite 4  
Stockton, California 95210  
(209) 242-2341

Wingstop #2139 CA-Stockton-N. California St.  
Wings R Us, LLC  
Ranjan Bhasin\*  
1687 N. California St.  
Stockton, California 95204  
(209) 800-2250

Wingstop #1028 CA-Stockton-Carolyn Weston  
Spread Your Wings, Inc.  
Jason Khan\*  
520 CAROLYN WESTON BLVD STE A  
STOCKTON, California 95206-5119  
(209) 983-9434

Wingstop #0213 CA-Stockton-Trinity  
King of the Wing, Inc.  
Mike Ryan  
10742 TRINITY PKWY STE C  
STOCKTON, California 95219-7233  
(209) 474-3238

Wingstop #0451 CA-Sunnyvale  
DeMayo Restaurant Group, Inc.  
Woody DeMayo\*  
1661 HOLLENBECK AVE STE B  
SUNNYVALE, California 94087-5402  
(408) 733-9464

Wingstop #0735 CA-Tarzana-Reseda Blvd  
Valley Wings, LLC  
Robin Kirksey\*  
6102 RESEDA BLVD  
TARZANA, California 91335-7309  
(818) 345-9464

Wingstop #2105 CA-Temecula-Winchester Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
41115 Winchester Rd, Suite 101A  
Temecula, California 92591  
(951) 501-1100

Wingstop #1254 CA-Temecula-Temecula Pkwy  
Fresh Up Foods, Inc.  
Larry Yanez\*  
32240 TEMECULA PKWY STE 107  
TEMECULA, California 92592-3898  
(951) 303-9464

Wingstop #1806 CA-Thousand Oaks-Moorpark  
Rd  
Flying Ventures Akash, LLC  
Amir Siddiqi\*  
401 N. MOORPARK RD  
Thousand Oaks, California 91360  
(805) 309-9700

Wingstop #0486 CA-Torrance  
Yummy OMG INC  
Waleed Mansour\*  
17419 CRENSHAW BLVD  
TORRANCE, California 90504-3401  
(310) 516-1700

Wingstop #0817 CA-Torrance-Crenshaw  
B&S Ventures, Inc.  
Barjor (BJ) Pithawalla\*  
24231 CRENSHAW BLVD STE C  
TORRANCE, California 90505-5344  
(310) 530-9464

Wingstop #1446 CA-Torrance-Emerald St  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
20796 HAWTHORNE BLVD  
TORRANCE, California 90503  
(310) 214-9464

Wingstop #0485 CA-Tracy-11th St  
Barola Investments  
Jim Toal\*  
1988 W 11TH ST  
TRACY, California 95376-3738  
(209) 836-9464

Wingstop #1986 CA-Tujunga-Foothill Blvd  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
6520 Foothill Blvd Suite 102  
Tujunga, California 91042  
(747) 261-9464

Wingstop #1265 CA-Tulare-Hillman St  
Winging is a Habit, Inc.  
Jason Khan\*  
1578 HILLMAN ST.  
TULARE, California 93274  
(559) 366-7639

Wingstop #0530 CA-Turlock  
Just Wingin' It, Inc.  
Jim Toal\*  
3106 GEER RD  
TURLOCK, California 95382-1119  
(209) 668-9464

Wingstop #0821 CA-Ukiah-N State St  
Ria, LLC  
Miteshkumar (Mike) Jivan  
1430 N STATE ST  
UKIAH, California 95482-3422  
(707) 462-9464

Wingstop #0293 CA-Union City  
West Coast Wings Union City, Inc.  
Robert LaVigne\*  
1648 DECOTO RD  
UNION CITY, California 94587-3544  
(510) 471-9464

Wingstop #0830 CA-Upland-Mountain Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
110 S MOUNTAIN AVE STE B  
UPLAND, California 91786-6218  
(909) 931-9464

Wingstop #2376 CA-Upland-N. Campus Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
1902 N. Campus Ave, Suite J  
Upland, California 91784  
(909) 281-8400

Wingstop #0623 CA-Vacaville-Harbison Dr.  
Wing Dhaba, Inc.  
Bikram Randhawa\*  
2011 HARBISON DR STE B  
VACAVILLE, California 95687-3928  
(707) 446-2293

Wingstop #0324 CA-Vallejo  
Wings For 2 Singhs, Inc.  
Bikram Randhawa\*  
972 ADMIRAL CALLAGHAN LN  
VALLEJO, California 94591-8662  
(707) 557-9464

Wingstop #0458 CA-Van Nuys  
WSONE-55, Inc.  
Willie McGinest\*  
6734 SEPULVEDA BLVD  
VAN NUYS, California 91411-1248  
(818) 786-9464

Wingstop #1186 CA-Ventura-S. Victoria Ave.  
Ventura Wings, Inc.  
Christian Concepcion\*  
1145 S. VICTORIA AVE. SUITE C  
VENTURA, California 93003-6795  
(805) 535-4498

Wingstop #1826 CA-Ventura-W. Main St.  
Pro West Distribution Inc.  
Christian Concepcion\*  
51 W. Main Street  
VENTURA, California 93001  
(805) 667-8673

Wingstop #1143 CA-Victorville-Bear Valley Rd  
Fresh Up, Inc.  
Larry Yanez\*  
17100 BEAR VALLEY ROAD SUITE F & G  
VICTORVILLE, California 92395  
(760) 245-8800

Wingstop #1234 CA-Victorville- Hwy 395 &  
Palmdale  
Fresh Up, Inc.  
Larry Yanez\*  
14181 US HIGHWAY 395 STE 201 BLDG 200  
VICTORVILLE, California 92392-9424  
(760) 998-3880

Wingstop #1541 CA-Victorville-Roy Rogers Dr.  
Fresh Up, Inc.  
Larry Yanez\*  
15683 ROY ROGERS DR. STE 206  
VICTORVILLE, California 92394-2163  
(760) 243-4000

Wingstop #0585 CA-Visalia-Mooney Blvd  
Right Swing, Inc.  
Jason Khan\*  
2038 S MOONEY BLVD UNIT M3  
VISALIA, California 93277-6251  
(559) 733-9464

Wingstop #0764 CA-Vista-Hacienda Dr  
Sizzling Wings, LLC  
Nathan Garn\*  
510 HACIENDA DR STE 113  
VISTA, California 92081-6639  
(760) 414-9464

Wingstop #1363 CA-Walnut-N. Grand Ave  
Cali Wings Inc.  
Sagar Patel\*  
1229 N GRAND AVE  
WALNUT, California 91789-1343  
(909) 444-8760

Wingstop #0313 CA-Walnut Park  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2124 E FLORENCE AVE  
WALNUT PARK, California 90255-5651  
(323) 581-9466

Wingstop #1321 CA-Watsonville-Main St.  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
1483 MAIN STREET  
WATSONVILLE, California 95076  
(831) 726-5350

Wingstop #1264 CA-West Covina-N. Azusa  
Ave  
Luthra Wings, Inc.  
Rick Luthra\*  
465 N. AZUSA AVE  
WEST COVINA, California 91791-1348  
(626) 331-9464

Wingstop #1304 CA-West Hills-Vanowen St  
Laco-Wing, LLC  
Robin Kirksey\*  
22950 VANOWEN ST. SUITE D  
WEST HILLS, California 91307  
(818) 999-9464

Wingstop #0522 CA-West Sacramento  
Mann & Company, Inc.  
Bhupinder (Bob) Uppal\*  
763 IKEA CT STE 110  
WEST SACRAMENTO, California 95605-1678  
(916) 497-9045

Wingstop #1385 CA-Westminster-Goldenwest  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
15122 GOLDENWEST ST.  
WESTMINSTER, California 92683  
(657) 333-9464

Wingstop #0650 CA-Whittier(Santa Fe  
Springs)-Telegraph Rd.  
Luthra Wings, Inc.  
Rick Luthra\*  
13345 TELEGRAPH RD STE M  
WHITTIER, California 90605-3281  
(562) 777-9464

Wingstop #1033 CA-Whittier-Beverly Blvd  
Luthra Wings, Inc.  
Rick Luthra\*  
10722 BEVERLY BLVD STE B & C  
WHITTIER, California 90601-2000  
(562) 699-9464

Wingstop #1979 CA-Whittier-Whittier Blvd  
Luthra Wings, Inc.  
Rick Luthra\*  
15524 Whittier Blvd  
Whittier, California 90603  
(562) 906-9464

Wingstop #1812 CA-Wildomar-Hidden Springs  
Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
36250 Hidden Springs Rd Suite D  
Wildomar, California 92595  
(951) 409-9900

Wingstop #1455 CA-Wilmington-W. Anaheim  
St  
SB Investment Group, Inc.  
Barjor (BJ) Pithawalla\*  
140 W. ANAHEIM ST  
WILMINGTON, California 90744-4487  
(310) 513-9464

Wingstop #1261 CA-Windsor-Hembree Ln  
KingWing, Inc.  
Howard Ko  
6500 HEMBREE LN STE 205  
Windsor, California 95492-6883  
(707) 836-9464

Wingstop #1092 CA-Woodland-Main Street  
Mangat and Uppal Inc.  
Bhupinder (Bob) Uppal\*  
9 MAIN STREET SUITE 103  
WOODLAND, California 95695-3176  
(530) 668-9464

Wingstop #0565 CA-Yuba City-Colusa  
Mann Company, Inc.  
Bhupinder (Bob) Uppal\*  
1707 COLUSA HWY STE 100  
YUBA CITY, California 95993-9440  
(530) 671-9464

Wingstop #1139 CA-Yucaipa-Yucaipa Blvd.  
Love Those Wings, Inc.  
Undray Baker\*  
33561 YUCAIPA BLVD STE B4  
YUCAIPA, California 92399-2032  
(909) 797-5544

### **COLORADO**

Wingstop #0100 CO-Arvada  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
8025 SHERIDAN BLVD UNIT U  
ARVADA, Colorado 80003-1926  
(303) 428-9464

Wingstop #1369 CO-Arvada-Ralston Rd.  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
9515 RALSTON RD STE C  
ARVADA, Colorado 80002  
(303) 431-9464

Wingstop #0094 CO-Aurora-Iliff  
Sizzling Wings, LLC  
Nathan Garn\*  
16883 E ILIFF AVE STE 106  
AURORA, Colorado 80013-1136  
(303) 755-9464

Wingstop #0159 CO-Aurora-Havana  
Sizzling Wings, LLC  
Nathan Garn\*  
1175 S HAVANA ST UNIT A2  
AURORA, Colorado 80012-4016  
(303) 306-9464

Wingstop #0204 CO-Aurora-Gun Club Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
6140 S GUN CLUB RD  
AURORA, Colorado 80016-2605  
(719) 717-9987

Wingstop #2040 CO-Aurora-E. Quincy Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
16891 E. Quincy Avenue Suite C  
Aurora, Colorado 80015  
(720) 792-2220

Wingstop #2129 CO-Aurora-Salida St  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
3425 Salida Street, Unit C  
Aurora, Colorado 80011  
(720) 826-8699

Wingstop #0171 CO-Aurora-Cedar  
Mile High Wings, LLC  
Joseph (Joe) Sugrue\*  
14221 E CEDAR AVE UNIT D  
AURORA, Colorado 80012-1427  
(303) 343-9464

Wingstop #2009 CO-Boulder-28th St  
Sizzling Wings, LLC  
Nathan Garn\*  
3175 28th Street Unit 1  
Boulder, Colorado 80301  
(720) 844-8600

Wingstop #0578 CO-Broomfield-1st Ave  
Oz International, LLC  
Tye Olsen\*  
1255 E 1ST AVE UNIT B  
BROOMFIELD, Colorado 80020-3784  
(303) 456-9464

Wingstop #2039 CO-Castle Rock-S. Perry St.  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
754 S. Perry Street, Unit D  
Castle Rock, Colorado 80104  
(720) 792-0202

Wingstop #0078 CO-Colorado Springs-  
Academy  
T.O. Wings, LLC  
Tye Olsen\*  
530 S ACADEMY BLVD  
COLORADO SPRINGS, Colorado 80910-2636  
(719) 591-9464

Wingstop #0143 CO-Colorado Springs-Stetson  
T.O. Wings, LLC  
Tye Olsen\*  
6056 STETSON HILLS BLVD  
COLORADO SPRINGS, Colorado 80922-3562  
(719) 597-9464

Wingstop #0187 CO-Colorado Springs-  
Southgate  
T.O. Wings #3, LLC  
Tye Olsen\*  
1914 SOUTHGATE RD  
COLORADO SPRINGS, Colorado 80906-2688  
(719) 475-9464

Wingstop #1246 CO-Colorado Springs-Space  
Center Dr  
T.O. Wings #5, LLC  
Tye Olsen\*  
1580 SPACE CENTER DR STE 105  
COLORADO SPRINGS, Colorado 80915-2445  
(719) 638-9464

Wingstop #1959 CO-Colorado Springs-  
Academy Blvd  
T.O. Wings #6, LLC  
Tye Olsen\*  
7180 N. Academy Blvd  
Colorado Springs, Colorado 80920  
(719) 266-9464

Wingstop #2373 CO-Colorado Springs-E.  
Fillmore St.  
T.O. Wings #8, LLC  
Tye Olsen\*  
1142 E. Fillmore Street  
Colorado Springs, Colorado 80907  
(719) 260-9464

Wingstop #1629 CO-Commerce City-E. 62nd  
Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
4952 E. 62ND AVE UNIT A2  
COMMERCE CITY, Colorado 80022-3254  
(303) 474-4647

Wingstop #2041 CO-Commerce City-Chambers  
Rd  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
10430 Chambers Road  
Commerce City, Colorado 80022  
(720) 403-9713

Wingstop #0167 CO-Denver-Leetsdale  
Sizzling Wings, LLC  
Nathan Garn\*  
7150 LEETSDALE DR UNIT 410  
DENVER, Colorado 80224-3516  
(303) 331-9464

Wingstop #0181 CO-Denver-E 20th  
Sizzling Wings, LLC  
Nathan Garn\*  
757 E 20TH AVE STE 400  
DENVER, Colorado 80205-3292  
(303) 861-9464

Wingstop #0291 CO-Denver-Alameda  
Sizzling Wings, LLC  
Nathan Garn\*  
2001 W ALAMEDA AVE  
DENVER, Colorado 80223-1922  
(303) 282-9464

Wingstop #1934 CO-Denver-W Evans Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
2991 W Evans Ave  
Denver, Colorado 80219  
(720) 802-9464

Wingstop #1680 CO-Denver-E. Colfax Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
5305 E. COLFAX AVE STE B  
DENVER, Colorado 80220-1392  
(303) 333-9464

Wingstop #2038 CO-Denver-W. 44th Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
5801 W. 44th Ave  
Denver, Colorado 80212  
(720) 799-8889



Wingstop #2150 CO-Denver-E. Hampden Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
6305 E. Hampden Avenue, Unit 1103  
Denver, Colorado 80222  
(720) 673-9222

Wingstop #0227 CO-Denver-Chambers  
Pinnacle Colefax, LLC  
Joseph (Joe) Sugrue\*  
5125 CHAMBERS RD UNIT C  
DENVER, Colorado 80239-4231  
(303) 576-9479

Wingstop #1597 CO-Fort Collins-N. College  
Ave  
Pinnacle Denver, LLC  
Joseph (Joe) Sugrue\*  
244 N. COLLEGE AVE STE 135  
FORT COLLINS, Colorado 80524-3509  
(970) 482-9464

Wingstop #2320 CO-Fort Collins-S. Mason St.  
Colorado Wings 4, LLC  
Joseph (Joe) Sugrue\*  
4631 S. Mason St., Ste B3  
Fort Collins, Colorado 80525  
(970) 223-9464

Wingstop #2070 CO-Fountain-Mesa Ridge  
Pkwy  
T.O. Wings #7, LLC  
Tye Olsen\*  
6922 Mesa Ridge Parkway  
Fountain, Colorado 80817  
(719) 392-9464

Wingstop #1091 CO-Glendale-S. Colorado Blvd  
Colorado Wings 3, LLC  
Joseph (Joe) Sugrue\*  
1108 S. COLORADO BLVD  
GLENDALE, Colorado 80222  
(303) 759-9464

Wingstop #1609 CO-Golden-S. Golden Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
17121 S. GOLDEN RD STE 105  
GOLDEN, Colorado 80401-2898  
(303) 309-0386

Wingstop #1402 CO-Greeley-11th Ave  
Colorado Wings, LLC  
Joseph (Joe) Sugrue\*  
2718 11TH AVE  
GREELEY, Colorado 80631-8443  
(970) 353-9464

Wingstop #2099 CO-Greenwood Village-E.  
Arapahoe Rd  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
8547 E. Arapahoe Road, Suite D  
Greenwood Village, Colorado 80112  
(720) 792-8008

Wingstop #0497 CO-Highlands Ranch  
Sizzling Wings, LLC  
Nathan Garn\*  
9559 S UNIVERSITY BLVD UNIT 106  
HIGHLANDS RANCH, Colorado 80126-7805  
(303) 471-9464

Wingstop #0036 CO-Lakewood-S Wadsworth  
Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
1057 S WADSWORTH BLVD STE 80  
LAKEWOOD, Colorado 80226-4362  
(303) 980-9464

Wingstop #0850 CO-Lakewood-Colfax Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
7475 W COLFAX AVE STE 107  
LAKEWOOD, Colorado 80214-5425  
(303) 238-9464

Wingstop #2127 CO-Littleton-W. Belleview  
Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
2729 W. Belleview Avenue  
Littleton, Colorado 80123  
(720) 896-8100

Wingstop #2159 CO-Littleton-W. Mineral Ave  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
101 W. Mineral Ave, Suite 120  
Littleton, Colorado 80120  
(720) 896-3400

Wingstop #0882 CO-Littleton-Crestline  
Colorado Wings 2, LLC  
Joseph (Joe) Sugrue\*  
8100 W CRESTLINE STE A10  
LITTLETON, Colorado 80123-1200  
(303) 904-9464

Wingstop #1435 CO-Longmont-Ken Pratt Blvd  
Longmont Wings, LLC  
Tye Olsen\*  
1100 KEN PRATT BLVD STE A  
LONGMONT, Colorado 80501-6380  
(303) 684-9464

Wingstop #1628 CO-Loveland-N. Garfield Ave  
Loveland Wing Company, LLC  
Tye Olsen\*  
3033 N. GARFIELD AVE  
LOVELAND, Colorado 80538  
(970) 635-9464

Wingstop #1736 CO-Parker-E.Lincoln Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
19250 E. LINCOLN AVE  
PARKER, Colorado 80138  
(720) 647-9274

Wingstop #0813 CO-Pueblo-N Elizabeth St  
T.O. Wings #4, LLC  
Tye Olsen\*  
3414 N ELIZABETH ST  
PUEBLO, Colorado 81008-1157  
(719) 296-9464

Wingstop #0134 CO-Thornton-120th  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
3732 E 120TH AVE  
THORNTON, Colorado 80233-1656  
(303) 280-9464

Wingstop #0471 CO-Thornton-Washington  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
9645 WASHINGTON ST UNIT 130  
THORNTON, Colorado 80229  
(303) 289-9464

Wingstop #2130 CO-Westminster-Orchard  
Pkwy  
GDLP Restaurant Group LLC  
Jorge Luis Ortiz Garcia\*  
13644 Orchard Parkway, Suite 100  
Westminster, Colorado 80023  
(720) 724-9588

## CONNECTICUT

Wingstop #1831 CT-Bridgeport-Boston Ave  
SHAKETHATWING CT, INC.  
Charles Kwon\*  
51 BOSTON AVE  
Bridgeport, Connecticut 06610  
(475) 302-6800

Wingstop #2185 CT-Derby-Pershing Dr  
Derby Wings, LLC  
Jitendra Patel\*  
49 Pershing Drive  
Derby, Connecticut 06418  
(203) 516-5435

Wingstop #2318 CT-Hamden-Dixwell Ave  
Hamden Wings LLC  
Jitendra Patel\*  
2100 Dixwell Ave, Suite 186  
Hamden, Connecticut 06514  
(475) 500-9464

Wingstop #0868 CT-Hartford-Farmington Ave  
Hartford Yankee Wings LLC  
Mark Justice\*  
550 FARMINGTON AVE  
HARTFORD, Connecticut 06105-3040  
(860) 216-3936

Wingstop #1418 CT-Masantucket-Casino  
Mashantucket Pequot Gaming Enterprise DBA  
Foxwoods  
Edward Allen  
350 Trolley Line Blvd.  
Mashantucket, Connecticut 06338  
(860) 313-3385

Wingstop #2144 CT-New Haven-Walley Ave  
SHAKETHATWING CT, INC.

Charles Kwon\*  
292 Whalley Ave  
New Haven, Connecticut 06511  
(475) 480-9464

Wingstop #0867 CT-Vernon-Talcottville Rd  
Vernon Yankee Wings LLC

Mark Justice\*  
35 TALCOTTVILLE RD STE 19B  
VERNON, Connecticut 06066-5261  
(860) 870-9464

Wingstop #2482 CT-Waterbury-Chase Ave  
Waterbury Wings, LLC

Jitendra Patel\*  
152 Chase Ave #14A  
Waterbury, Connecticut 06704  
(203) 547-9464

### **DELAWARE**

Wingstop #1496 DE-Bear-Pulaski Hwy

GSRH WINGS DE LLC  
Rahul Agrawal\*  
1132 PULASKI HWY  
BEAR, Delaware 19701  
(302) 595-4497

Wingstop #1946 DE-Dover-N Dupont Hwy

GSRH WINGS DE LLC  
Rahul Agrawal\*  
1225 North Dupont Highway  
Dover, Delaware 19901  
(302) 883-2310

Wingstop #1539 DE-Newark-E. Main St.

GSRH WINGS DE LLC  
Rahul Agrawal\*  
230 E. MAIN ST  
NEWARK, Delaware 19711  
(302) 533-7258

Wingstop #1739 DE-Wilmington-Kirkwood  
Hwy

GSRH WINGS DE LLC  
Rahul Agrawal\*  
4723C Kirkwood Hwy  
Wilmington, Delaware 19808  
(302) 516-7270

### **FLORIDA**

Wingstop #0621 FL-Altamonte Springs-  
Altamonte Dr

JMR Wings 621, LLC  
Jose Ribas\*  
229 E ALTAMONTE DR STE 1120  
ALTAMONTE SPRINGS, Florida 32701-4347  
(407) 339-9464

Wingstop #1880 FL-Apopka-E SR 436

MWGHW II, LLC  
Lisa Soderstrom\*  
3002 E SR 436 Suite 1010  
Apopka, Florida 32703  
(407) 410-8400

Wingstop #1377 FL-Bartow-Van Fleet Dr.

Phase Four Wings LLC  
John (Jack) Kemp\*  
304 E. VAN FLEET DR.  
BARTOW, Florida 33830  
(863) 800-3085

Wingstop #2425 FL-Bellview-Pine Forest

LW Foods, LLC  
Camille Lee-Johnson\*  
6705 Pine Forest Rd., B5-B  
Bellview, Florida 32526  
(850) 741-3277

Wingstop #1316 FL-Bonita Springs-Bonita  
Beach Rd

FDR Wings II, LLC.  
Raul Torres\*  
8951 BONITA BEACH RD STE 265  
BONITA SPRINGS, Florida 34135-4233  
(239) 221-9464

Wingstop #1866 FL-Boynton Beach-N Congress  
Ave

Magic Wingdom 11, LLC  
Lisa Soderstrom\*  
1000 N. Congress Ave., Unit 120  
Boynton Beach, Florida 33426  
(561) 375-0300

Wingstop #1011 FL-Bradenton-First St East  
Shamrock Wings, LLC  
John Wilkins\*  
3553 FIRST ST EAST  
BRADENTON, Florida 34208-4441  
(941) 748-9464

Wingstop #1589 FL-Brandon-W. Brandon Blvd  
WSFL ONE, LLC  
Mark Seymour Jr.\*  
1925B W. BRANDON BLVD  
BRANDON, Florida 33511  
(813) 499-9464

Wingstop #1852 FL-Cape Coral-Santa Barbara  
Blvd  
FDR Wings IV, LLC  
Raul Torres\*  
2505 Santa Barbara Blvd  
Cape Coral, Florida 33914  
(239) 977-9464

Wingstop #1925 FL-Cape Coral-NE Pine Island  
Rd  
FDR Wings V, LLC  
Raul Torres\*  
1480 NE Pine Island Road Bldg 1 Unit E  
Cape Coral, Florida 33909  
(239) 758-9464

Wingstop #0059 FL-Casselberry  
Magic Wingdom 14 LLC  
Lisa Soderstrom\*  
1050 STATE ROAD 436  
CASSELBERRY, Florida 32707-5722  
(407) 834-9464

Wingstop #1596 FL-Clearwater-Gulf to Bay  
Blvd  
WSFL TWO, LLC  
Mark Seymour Jr.\*  
2090 GULF TO BAY BLVD  
CLEARWATER, Florida 33765  
(727) 513-9464

Wingstop #0258 FL-Coconut Creek  
Keepsake Cocount Creek, LLC  
Prashanth (Peter) Jonnagadala\*  
4570 LYONS RD STE 104  
COCONUT CREEK, Florida 33073-3481  
(954) 935-9464

Wingstop #2048 FL-Coral Springs-Wiles Rd  
Florida Wingmen, LLC  
Sergio Balsinde\*  
8032 Wiles Road  
Coral Springs, Florida 33067  
(954) 366-1061

Wingstop #2375 FL-Davenport-Kersey St.  
MWGHV IV, LLC  
Lisa Soderstrom\*  
130 Kersey Street  
Davenport, Florida 33897  
(863) 296-9394

Wingstop #1318 FL-Davie-W. State Rd. 84  
The Champion Group, LLC  
Joan Champion-Robinson\*  
8918 STATE ROAD 84 UNIT E12  
DAVIE, Florida 33324  
(954) 990-7657

Wingstop #1024 FL-Daytona Beach-  
International Pkwy  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
1344 W INTERNATIONAL SPEEDWAY  
BLVD  
DAYTONA BEACH, Florida 32114-1490  
(386) 252-5000

Wingstop #0420 FL-Deerfield Beach  
Florida Wingmen, LLC  
Sergio Balsinde\*  
3656 W HILLSBORO BLVD STE A  
DEERFIELD BEACH, Florida 33442-9426  
(954) 422-9621

Wingstop #2505 FL-Deland-E. International  
Speedway Blvd  
MWGHV VIII, LLC  
Lisa Soderstrom\*  
305 E. International Speedway Blvd, Ste A-6  
Deland, Florida 32724  
(386) 888-9464

Wingstop #0383 FL-Destin  
I Believe Corp.  
Camille Lee-Johnson\*  
16055 EMERALD COAST PKWY STE 111  
DESTIN, Florida 32541-8531  
(850) 837-5333

Wingstop #0871 FL-Florida City-Dixie Hwy  
Florida Wingmen, LLC  
Sergio Balsinde\*  
33550 S DIXIE HWY STE 110  
FLORIDA CITY, Florida 33034-5602  
(305) 245-6300

Wingstop #1252 FL-Fort Lauderdale-W.  
Broward Blvd.  
Florida Wingmen, LLC  
Sergio Balsinde\*  
2630 W. BROWARD BLVD. SUITE 104  
FORT LAUDERDALE, Florida 33312  
(954) 514-7948

Wingstop #1726 FL-Fort Lauderdale-E.  
Commercial Blvd  
Florida Wingmen, LLC  
Sergio Balsinde\*  
1703 E. COMMERCIAL BLVD  
FORT LAUDERDALE, Florida 33334  
(954) 533-3383

Wingstop #1841 FL-Ft Lauderdale-S  
Florida Wingmen, LLC  
Sergio Balsinde\*  
1571 S. Federal Highway  
Fort Lauderdale, Florida 33316  
(954) 533-2161

Wingstop #1152 FL-Fort Myers-S. Cleveland  
FDR Wings I, LLC  
Raul Torres\*  
12011 S. CLEVELAND AVENUE #2  
FORT MYERS, Florida 33907  
(239) 270-5905

Wingstop #1201 FL-Fort Pierce-S. US Hwy 1  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
2575 S US HIGHWAY 1  
FORT PIERCE, Florida 34982-5922  
(772) 242-1064

Wingstop #2537 FL-Fort Myers-Rolfes Rd  
FDR Wings VIII, LLC  
Raul Torres\*  
9002 Rolfes Rd, #2-A  
Ft. Myers, Florida 33966  
(239) 893-9464

Wingstop #0047 FL-Gainesville  
ONE MO BIZ, INC.  
Stanley Given\*  
2024 SW 34th Street  
GAINESVILLE, Florida 32608-1267  
(352) 692-2345

Wingstop #0866 FL-Gainesville-16th Ave  
Fo Mo Biz, Inc.  
Stanley Given\*  
25 NW 16TH AVE  
GAINESVILLE, Florida 32609  
(352) 745-7077

Wingstop #1466 FL-Greenacres-S. Jog Rd  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
3973 S. JOG RD  
GREENACRES, Florida 33467-1512  
(561) 249-0954

Wingstop #0883 FL-Hallandale Beach-W  
Hallandale Beach Blvd  
Florida Wingmen, LLC  
Sergio Balsinde\*  
645 W HALLANDALE BEACH BLVD  
HALLANDALE BEACH, Florida 33009  
(754) 217-3398

Wingstop #0500 FL-Hialeah  
The Chicken Little Wing of the South, Inc.  
Francisco Fernandez\*  
1133 W 68TH ST  
HIALEAH, Florida 33014-5152  
(305) 362-5000

Wingstop #1486 FL-Hialeah-W. 18th Ave  
The Chicken Little Wing of the Southwest, LLC  
Francisco Fernandez\*  
3685 W. 18TH AVE  
HIALEAH, Florida 33012-4696  
(305) 824-0900

Wingstop #0581 FL-Hialeah-186th St  
Wing Partners 6408, LLC  
Tina Howell\*  
6408 NW 186TH ST  
HIALEAH, Florida 33015-6006  
(305) 392-0020

Wingstop #1864 FL-Hialeah Gardens-W 33rd Ave  
Florida Wingmen, LLC  
Sergio Balsinde\*  
8200 W 33rd Avenue Bay 16  
Hialeah Gardens, Florida 33018  
(786) 701-9204

Wingstop #1490 FL-Hollywood-Sheridan St  
The Champion Group Hollywood, LLC  
Joan Champion-Robinson\*  
2438 SHERIDAN ST  
HOLLYWOOD, Florida 33020  
(754) 263-2178

Wingstop #0209 FL-Hollywood-Taft  
AA Management and Consulting, Inc.  
Nydia Martinez  
6611 TAFT ST  
HOLLYWOOD, Florida 33024-4010  
(954) 981-9466

Wingstop #0875 FL-Jacksonville-Blanding Blvd  
Momex Investments, LLC  
Michael Moses\*  
5324 BLANDING BLVD STE 9 & 10  
JACKSONVILLE, Florida 32210-8172  
(904) 864-9464

Wingstop #1156 FL-Jacksonville-Norwood Ave  
Momex Investments, LLC  
Michael Moses\*  
5290-10 NORWOOD AVENUE  
JACKSONVILLE, Florida 32208-500  
(904) 402-9464

Wingstop #1476 FL-Jacksonville-Southside Blvd  
Momex Investments, LLC  
Michael Moses\*  
4375 SOUTHSIDE BLVD #12  
JACKSONVILLE, Florida 32216  
(904) 395-5905

Wingstop #1586 FL-Jacksonville-Arlington Expy  
Momex Investments, LLC  
Michael Moses\*  
9416 ARLINGTON EXPY  
JACKSONVILLE, Florida 32225  
(904) 901-9464

Wingstop #1654 FL-Jacksonville-Beach Blvd.  
Momex Investments, LLC  
Michael Moses\*  
13947 Beach Blvd. Ste 203  
Jacksonville, Florida 32224  
(904) 914-9464

Wingstop #1782 FL-Jacksonville-San Jose Blvd  
Momex Investments, LLC  
Michael Moses\*  
10400-10 San Jose Blvd  
Jacksonville, Florida 32257  
(904) 831-9464

Wingstop #1805 FL-Jacksonville-Monument Road  
Momex Investments, LLC  
Michael Moses\*  
2771 Monument Road  
Jacksonville, Florida 32225  
(904) 512-7383

Wingstop #1893 FL-Jacksonville-Normandy Blvd.  
Momex Investments, LLC  
Michael Moses\*  
5535 Normandy Blvd.  
Jacksonville, Florida 32205  
(904) 944-9900

Wingstop #2069 FL-Jacksonville-Dunn Ave  
Momex Investments, LLC  
Michael Moses\*  
1038-2 Dunn Ave  
Jacksonville, Florida 32218  
(904) 549-9464

Wingstop #2170 FL-Jacksonville-Beach Blvd  
Momex Investments, LLC  
Michael Moses\*  
5753 Beach Blvd  
Unit 3, Bldg B  
Jacksonville, Florida 32207  
(904) 867-9464

Wingstop #2275 FL-Jacksonville-Argyle Forest  
Momex Investments, LLC  
Michael Moses\*  
9660-4 Argyle Forest Blvd  
Jacksonville, Florida 32222  
(904) 944-3011

Wingstop #2492 FL-Kissimmee-S. John Young Pkwy  
JMR Wings 2492 LLC  
Jose Ribas\*  
3219 S. John Young Pkwy  
Kissimmee, Florida 34746  
(407) 750-4080

Wingstop #1909 FL-Kissimmee-W. Irlo Bronson Memorial Hwy  
Gabriela's Heavenly Wings XXVIII, LLC  
Lisa Soderstrom\*  
7589 W. Highway 192  
Kissimmee, Florida 34747  
(407) 753-9464

Wingstop #2469 FL-Kissimmee-Vineland Rd  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
3260 Vineland Rd, Suite 102  
Kissimmee, Florida 34746  
(321) 471-5253

Wingstop #1122 FL-Lake Park-Northlake Blvd.  
Saanvi Patel LLC  
Mitesh J. Patel  
968 NORTHLAKE BLVD  
LAKE PARK, Florida 33403-2041  
(561) 249-3878

Wingstop #1994 FL-Lakeland-S. Florida Ave  
Wings South Lakeland, LLC  
Tina Howell\*  
4217 S. Florida Ave  
Lakeland, Florida 33813  
(863) 450-2353

Wingstop #1322 FL-Lakeland- US Highway 98 N.  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
3115 US HIGHWAY 98 N.  
LAKELAND, Florida 33805  
(863) 606-6267

Wingstop #1588 FL-Largo-Ulmerton Rd  
WSFL THREE, LLC  
Mark Seymour Jr.\*  
10125 ULMERTON RD  
LARGO, Florida 33771  
(727) 748-4500

Wingstop #0205 FL-Lauderhill-Oakland Park  
Florida Wingmen, LLC  
Sergio Balsinde\*  
5574 W OAKLAND PARK BLVD  
LAUDERHILL, Florida 33313-1403  
(954) 677-4000

Wingstop #2171 FL-Lehigh Acres-Lee Blvd  
FDR Wings VI, LLC  
Raul Torres\*  
2814 Lee Blvd, Suite 10  
Lehigh Acres, Florida 33971  
(239) 734-9464

Wingstop #1828 FL-Lutz-SR 54  
Wings Lutz, LLC  
Tina Howell\*  
23044 SR 54  
Lutz, Florida 33549  
(813) 705-9464

Wingstop #0183 FL-Margate-Atlantic  
Florida Wingmen, LLC  
Sergio Balsinde\*  
5413 W ATLANTIC BLVD  
MARGATE, Florida 33063-5210  
(954) 977-9464

Wingstop #0346 FL-Miami-Old Cutler Rd  
Florida Wingmen, LLC  
Sergio Balsinde\*  
20565 OLD CUTLER RD STE 20565  
MIAMI, Florida 33189-2456  
(305) 969-9464

Wingstop #1771 FL-Miami-SW 152nd St  
Florida Wingmen, LLC  
Sergio Balsinde\*  
13787 SW 152nd Street  
Miami, Florida 33177  
(786) 842-3462

Wingstop #1848 FL-Miami-SW 107th Ave  
Florida Wingmen Enterprises, LLC  
Sergio Balsinde\*  
9069 SW 107th Ave  
Miami, Florida 33176  
(786) 558-8219

Wingstop #1891 FL-Miami-SW 137th Ave  
Florida Wingmen, LLC  
Sergio Balsinde\*  
3836 SW 137th Ave  
Miami, Florida 33175  
(786) 732-2457

Wingstop #1954 FL-Miami-N Kendall Dr  
Florida Wingmen, LLC  
Sergio Balsinde\*  
14802 N. Kendall Drive  
Miami, Florida 33196  
(786) 401-6168

Wingstop #1972 FL-Miami-Bird Road  
Florida Wingmen, LLC  
Sergio Balsinde\*  
6714 Bird Road  
Miami, Florida 33155  
(786) 701-9977

Wingstop #2042 FL-Miami-W Flagler St  
Florida Wingmen, LLC  
Sergio Balsinde\*  
9457 A. W. Flagler Street  
Miami, Florida 33174  
(786) 391-0825

Wingstop #0305 FL-Miami-SW 120th  
Global Wings Corporation  
Jacinto Cabrera  
12524 SW 120TH ST  
MIAMI, Florida 33186-9064  
(305) 233-2000

Wingstop #1411 FL-Miami-NW 79th St  
BAM Food Service III, LLC  
Kristin Campbell\*  
3440 NW 79TH ST.  
MIAMI, Florida 33147  
(786) 899-0211

Wingstop #0389 FL-Miami-NW 62nd St  
Wing Group, LLC  
Roderick Stokes\*  
651 NW 62ND ST  
MIAMI, Florida 33150-4329  
(305) 754-5455

Wingstop #0092 FL-Miami-2nd Ave  
TDH Capital, LLC  
Tina Howell\*  
21317 NW 2ND AVE  
MIAMI GARDENS, Florida 33169-2112  
(305) 690-9647

Wingstop #1059 FL-Miramar-Miramar Pkwy  
BAM Food Service II, LLC  
Kristin Campbell\*  
9907 MIRAMAR PKWY UNIT 27B  
MIRAMAR, Florida 33025-2307  
(954) 639-7350

Wingstop #1323 FL-Naples-Radio Rd  
FDR Wings III, LLC.  
Raul Torres\*  
7207 RADIO ROAD  
NAPLES, Florida 34104-6706  
(239) 384-7000

Wingstop #2118 FL-Naranja-S. Dixie Hwy  
Florida Wingmen, LLC  
Sergio Balsinde\*  
27004 S. Dixie Highway  
Naranja, Florida 33032  
(786) 360-2368

Wingstop #1373 FL-North Miami-NE 125th St.  
TDH Wings, LLC  
Tina Howell\*  
927 NE 125TH ST.  
NORTH MIAMI, Florida 33161-5731  
(786) 631-3906

Wingstop #0687 FL-North Miami Beach-163rd  
St  
BAM Food Service, LLC  
Kristin Campbell\*  
1452 NE 163 ST  
NORTH MIAMI BEACH, Florida 33162  
(786) 274-1511

Wingstop #2106 FL-Ocala-SW College Rd  
JMR Wings 2106, LLC  
Jose Ribas\*  
3131 SW College Road, Suite 407  
Ocala, Florida 34474  
(352) 421-9861



Wingstop #0173 FL-Opa Locka-NW 27th  
Wing Team, LLC  
Roderick Stokes\*  
16650 NW 27TH AVE  
OPA LOCKA, Florida 33054-6409  
(305) 625-6200

Wingstop #2161 FL-Orange City-Enterprise Rd  
MWGHW III, LLC  
Lisa Soderstrom\*  
2499 Enterprise Rd, Ste F  
Orange City, Florida 32763  
(386) 564-9464

Wingstop #1398 FL-Orange Park-Blanding Blvd  
Momex Investments, LLC  
Michael Moses\*  
410 BLANDING BLVD STE 15  
ORANGE PARK, Florida 32073-5065  
(904) 644-7270

Wingstop #1071 FL-Orlando-West Colonial Dr  
JMR Wings 1071, LLC  
Jose Ribas\*  
7332A WEST COLONIAL DR  
ORLANDO, Florida 32818-6500  
(407) 578-9444

Wingstop #1195 FL-Orlando-S. John Young  
Pkwy  
JMR Wings 1195, LLC  
Jose Ribas\*  
5131 S JOHN YOUNG PKWY  
ORLANDO, Florida 32839-5021  
(407) 203-0444

Wingstop #1434 FL-Orlando-S. Kirkman Rd  
JMR Wings 1434, LLC  
Jose Ribas\*  
2328 S. KIRKMAN RD  
ORLANDO, Florida 32811  
(407) 250-4400

Wingstop #1958 FL-Orlando-S. Orange  
Blossom Trail  
JMR Wings 1958, LLC  
Jose Ribas\*  
12479 S. Orange Blossom Trail  
Orlando, Florida 32837  
(407) 745-4414

Wingstop #0814 FL-Orlando-Semorán Blvd  
Magic Wingdom 12, LLC  
Lisa Soderstrom\*  
2520 S SEMORAN BLVD.  
ORLANDO, Florida 32822-2710  
(407) 270-8828

Wingstop #1056 FL-Orlando-Colonial Dr.  
Magic Wingdom 13, LLC  
Lisa Soderstrom\*  
12014 E. COLONIAL DR.  
ORLANDO, Florida 32826  
(407) 720-3600

Wingstop #1456 FL-Orlando-E. Colonial Dr.  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
2911 E. COLONIAL DR. STE 3  
ORLANDO, Florida 32803-5015  
(407) 776-4985

Wingstop #1631 FL-Orlando-Turkey Lake Rd  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
8956 TURKEY LAKE RD Suite 300  
ORLANDO, Florida 32819  
(407) 601-3059

Wingstop #2028 FL-Orlando-W Michigan St -  
Project 5x5  
MWGHW, LLC  
Lisa Soderstrom\*  
211 E. Michigan Street Suite 221  
Orlando, Florida 32806  
(689) 698-9464

Wingstop #2154 FL-Palm Harbor-US Hwy 19  
Shamrock Wings, LLC  
John Wilkins\*  
33148 Hwy 19 N  
Palm Harbor, Florida 34684  
(727) 513-1900

Wingstop #2013 FL-Palm Springs-S Congress  
Ave  
Florida Wingmen, LLC  
Sergio Balsinde\*  
3501 S. Congress Avenue  
Palm Springs, Florida 33461  
(561) 855-7921

Wingstop #1938 FL-Palmetto-10th St E  
WSFL Six, LLC  
Mark Seymour Jr.\*  
573 10th Street East Suite 583  
Palmetto, Florida 34221  
(941) 479-3800

Wingstop #1677 FL-Palmetto Bay- SW 160th  
St.  
Florida Wingmen, LLC  
Sergio Balsinde\*  
9493 SW 160th St.  
PALMETTO BAY, Florida 33157-3465  
(786) 732-4242

Wingstop #1167 FL-Pembroke Pines-Pines Blvd  
Florida Wingmen, LLC  
Sergio Balsinde\*  
15999 PINES BLVD STE. 101  
PEMBROKE PINES, Florida 33027  
(954) 505-7272

Wingstop #0243 FL-Pensacola-Mobile Hwy  
LW Foods, LLC  
Camille Lee-Johnson\*  
4600 MOBILE HWY STE 6  
PENSACOLA, Florida 32506-3508  
(850) 458-6100

Wingstop #0354 FL-Pensacola-Bayou Blvd  
LW Foods, LLC  
Camille Lee-Johnson\*  
5147 BAYOU BLVD  
PENSACOLA, Florida 32503-2101  
(850) 912-4408

Wingstop #2019 FL-Pensacola-E 9 Mile Rd  
LW Foods, LLC  
Camille Lee-Johnson\*  
1531 East 9 Mile Road  
Pensacola, Florida 32514  
(850) 332-7323

Wingstop #2302 FL-Pinellas Park-66th N  
Shamrock Wings, LLC  
John Wilkins\*  
7095 66th N St.  
Pinellas Park, Florida 33781  
(727) 756-9464

Wingstop #2446 FL-Plant City-Thonotosassa Rd  
WSFL Seven, LLC  
Mark Seymour Jr.\*  
2505 Thonotosassa Rd  
Plant City, Florida 33563  
(656) 218-3212

Wingstop #0079 FL-Plantation  
Florida Wingmen, LLC  
Sergio Balsinde\*  
8263 W SUNRISE BLVD  
PLANTATION, Florida 33322-5403  
(954) 723-9464

Wingstop #1847 FL-Pompano Beach-N. Federal  
Hwy  
Florida Wingmen, LLC  
Sergio Balsinde\*  
1700 NE 23rd Street, Unit 109  
POMPANO BEACH, Florida 33062  
(954) 530-9670

Wingstop #2317 FL-Port St. Lucie-St. Lucie W  
Magic Wingdom 15, LLC  
Lisa Soderstrom\*  
986 St. Lucie W. Blvd, Space 13  
Port S. Lucie, Florida 34986  
(772) 253-2949

Wingstop #1312 FL-Port St. Lucie-Port St.  
Lucie Blvd  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
3205 SW PORT ST. LUCIE BLVD  
PORT ST. LUCIE, Florida 34953  
(772) 249-4055

Wingstop #1205 FL-Sanford-W. Lake Mary  
Blvd  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
120 W. LAKE MARY BLVD  
SANFORD, Florida 32773-7442  
(321) 363-1421

Wingstop #2419 FL-Sanford-Rinehard Rd  
MWGHV VI, LLC  
Lisa Soderstrom\*  
1633 Rinehart Rd.  
SANFORD, Florida 32771  
(321) 471-4585

Wingstop #2202 FL-Sarasota-Lockwood Ridge  
Shamrock Wings, LLC  
John Wilkins\*  
8462 Lockwood Ridge Rd  
Sarasota, Florida 34243  
(941) 867-9100

Wingstop #2294 FL-Sarasota-Clark Rd  
Shamrock Wings, LLC  
John Wilkins\*  
4033 Clark Rd  
Sarasota, Florida 34231  
(941) 278-4525

Wingstop #1861 FL-Seffner-E MLK Jr Blvd  
WSFL Five, LLC  
Mark Seymour Jr.\*  
11752 E. Martin Luther King Jr. Blvd  
Seffner, Florida 33584  
(813) 725-9464

Wingstop #1793 FL-Spring Hill-Spring Hill Dr  
WSFL Four, LLC  
Mark Seymour Jr.\*  
11206 Spring Hill Drive  
Spring Hill, Florida 34609  
(352) 835-5700

Wingstop #1548 FL-St Petersburg-34th St N.  
Phase Four Wings LLC  
John (Jack) Kemp\*  
1411 34TH ST N.  
ST PETERSBURG, Florida 33713  
(727) 202-6770

Wingstop #0037 FL-Tallahassee-Mahan  
DG Wings, Inc.  
Deborah Brown\*  
3111 MAHAN DR STE 21  
TALLAHASSEE, Florida 32308-5511  
(850) 942-9464

Wingstop #0105 FL-Tallahassee-Tennessee St  
DG Wings, Inc.  
Deborah Brown\*  
1964 W TENNESSEE ST STE 4  
TALLAHASSEE, Florida 32304-3238  
(850) 574-9464

Wingstop #0382 FL-Tallahassee-Thomasville  
Rd  
DG Wings, Inc.  
Deborah Brown\*  
6668 THOMASVILLE RD STE 111  
TALLAHASSEE, Florida 32312-3836  
(850) 219-9464

Wingstop #0758 FL-Tallahassee-A&M  
Metz Culinary Management, Inc.  
Jeffrey Metz  
1510 WAHNISH WAY  
TALLAHASSEE, Florida 32307  
(850) 411-6622

Wingstop #1096 FL-Tamarac-N. University  
Drive  
Florida Wingmen, LLC  
Sergio Balsinde\*  
5720 NORTH UNIVERSITY DRIVE  
TAMARAC, Florida 33321  
(954) 388-5815

Wingstop #0135 FL-Tampa-Fowler  
Wings Fowler, LLC  
Tina Howell\*  
2776 E FOWLER AVE  
TAMPA, Florida 33612-6297  
(813) 903-9464

Wingstop #1047 FL-Tampa-Hillsborough Ave  
Wings Hillsborough, LLC  
Tina Howell\*  
2115 E. HILLSBOROUGH  
Tampa, Florida 33610-8204  
(813) 559-1527

Wingstop #1179 FL-Tampa-N. Dale Mabry  
Hwy  
Wings Dale Mabry, LLC  
Tina Howell\*  
10025 N. DALE MABRY HWY #33  
TAMPA, Florida 33618-4458  
(813) 374-3566

Wingstop #2268 FL-Tampa-N. Florida Ave  
Wings Florida & Bearss, LLC  
Tina Howell\*  
14915 N Florida Ave  
Tampa, Florida 33613  
(813) 851-0088

Wingstop #2423 FL-Tampa-S. Dale Mabry  
Wings South Tampa, LLC  
Tina Howell\*  
107 S. Dale Mabry Hwy  
Tampa, Florida 33609  
(813) 551-2423

Wingstop #2086 FL-Tampa-Gunn Hwy  
Shamrock Wings, LLC  
John Wilkins\*  
6919 Gunn Highway  
Tampa, Florida 33625  
(813) 923-9464

Wingstop #1690 FL-Temple Terrace-N. 56<sup>th</sup> St.  
Wings Temple Terrace, LLC  
Tina Howell\*  
9305 N. 56<sup>th</sup> St.  
Temple Terrace, Florida 33617  
(813) 373-5174

Wingstop #1368 FL-Wesley Chapel-Bruce B  
Downs Blvd.  
Wings Wesley Chapel, LLC  
Tina Howell\*  
1219 BRUCE B DOWNS BLVD.  
WESLEY CHAPEL, Florida 33544  
(813) 536-0222

Wingstop #1041 FL-West Palm Beach-Military  
Trail  
Keepsake West Palm, LLC  
Prashanth (Peter) Jonnagadala\*  
830 S MILITARY TRAIL STE B  
WEST PALM BEACH, Florida 33415-3929  
(561) 855-7577

Wingstop #1630 FL-West Palm Beach-N.  
Military Trail  
WS Riviera Beach, LLC  
Prashanth (Peter) Jonnagadala\*  
5335 N MILITARY TRL STE 49  
WEST PALM BEACH, Florida 33407-3034  
(561) 612-7197

Wingstop #1854 FL-Winter Garden-S. Dillard  
St.  
Magic Wingdom 10, LLC  
Lisa Soderstrom\*  
1039 S. Dillard Street  
Winter Garden, Florida 34787  
(407) 573-2700

Wingstop #1507 FL-Winter Park-University  
Blvd  
Magic Wingdom, LLC  
Lisa Soderstrom\*  
7628 UNIVERSITY BLVD  
WINTER PARK, Florida 32792-8815  
(321) 972-8873

## **GEORGIA**

Wingstop #1288 GA-Acworth-Cobb Parkway  
NW  
GSRS WS GA Acworth, LLC  
Rahul Agrawal\*  
3265 COBB PARKWAY N, SUITE 4  
ACWORTH, Georgia 30101-8356  
(770) 628-3031

Wingstop #0076 GA-Atlanta-Roswell  
GSRS WS GA Roswell LLC  
Rahul Agrawal\*  
8725 ROSWELL RD STE M  
ATLANTA, Georgia 30350-7500  
(770) 640-6000

Wingstop #0663 GA-Atlanta-Piedmont Ave.  
GSRS WS GA Piedmont, LLC  
Rahul Agrawal\*  
595 PIEDMONT AVE NE STE 330  
ATLANTA, Georgia 30308-2478  
(404) 874-9464

Wingstop #1697 GA-Atlanta-Old National Hwy  
GSRS WS GA Old National, LLC  
Rahul Agrawal\*  
6175 OLD NATIONAL HWY STE 460  
ATLANTA, Georgia 30349  
(470) 893-9799

Wingstop #2077 GA-Atlanta-Cascade Rd  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
3695 Cascade Rd SW Unit 4  
Atlanta, Georgia 30331  
(470) 857-9464

Wingstop #1907 GA-Atlanta-Howell Mill Rd  
Howell Mill Wings, LLC  
Dharmisth Patel\*  
1715 Howell Mill Road  
Atlanta, Georgia 30318  
(404) 963-7242

Wingstop #2044 GA-Atlanta-Piedmont Ave NE  
Piedmont Wings, LLC  
Dharmisth Patel\*  
1874 Piedmont Road NE, Ste B-204  
Atlanta, Georgia 30324  
(404) 254-3017

Wingstop #0101 GA-Augusta-Wrightboro  
R & J Wings, LLC  
Richard Branker\*  
2803 WRIGHTSBORO RD STE 31  
AUGUSTA, Georgia 30909-3919  
(706) 737-7977

Wingstop #1528 GA-Austell-East West  
Connector  
Snead Trifecta, LLC  
Raymond Snead, III\*  
1680 E WEST CONNECTOR STE 108  
AUSTELL, Georgia 30106  
(770) 941-5099

Wingstop #1193 GA-Brookhaven-Peachtree Rd.  
GSRWS GA Brookhaven, LLC  
Rahul Agrawal\*  
4060 PEACHTREE RD. STE F.  
BROOKHAVEN, Georgia 30319-3006  
(470) 355-2933

Wingstop #2037 GA-Buford-Buford Dr  
Buford Chehar Wings, LLS  
Dharmisth Patel\*  
2925 Buford Drive  
Buford, Georgia 30519  
(678) 889-2276

Wingstop #2542 GA-Canton-Cumming Hwy  
GSRWS GA II LLC  
Rahul Agrawal\*  
2030 Cumming Highway, Suite 102  
Canton, Georgia 30115  
(678) 470-9464

Wingstop #2011 GA-Cartersville-E Main St  
Cartersville Wings, LLC  
Dharmisth Patel\*  
429 E. Main Street  
Cartersville, Georgia 30121  
(470) 227-7106

Wingstop #1064 GA-Centerville-Watson Blvd.  
GSRWS GA II LLC  
Rahul Agrawal\*  
2764 WATSON BLVD STE 340  
CENTERVILLE, Georgia 31028  
(478) 333-8564

Wingstop #0629 GA-Columbus-Weems Rd.  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
2528 WEEMS RD STE 1-B  
COLUMBUS, Georgia 31909-6275  
(706) 507-9464

Wingstop #1669 GA-Columbus-Macon Rd  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
3201 MACON RD  
COLUMBUS, Georgia 31906  
(706) 221-9464

Wingstop #1665 GA-Conyers-Highway 138 SE  
GSRWS GA Conyers, LLC  
Rahul Agrawal\*  
1527 HIGHWAY 138 SE  
CONYERS, Georgia 30013-1278  
(470) 474-0110

Wingstop #1832 GA-Covington-US-278  
GSRWS GA Covington, LLC  
Rahul Agrawal\*  
5151 US-278 NW  
Covington, Georgia 30014  
(678) 712-1235

Wingstop #2350 GA-Dalton-W. Walnut Ave  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
100 W. Walnut Ave, Suite 108  
Dalton, Georgia 30720  
(706) 807-5515

Wingstop #1131 GA-Decatur-Flat Shoals  
Parkway  
GSRWS GA II LLC  
Rahul Agrawal\*  
4920 FLAT SHOALS PKWY STE 102  
DECATUR, Georgia 30034-5260  
(470) 223-3139

Wingstop #1175 GA-Decatur-Memorial Dr.  
GSRWS GA Decatur, LLC  
Rahul Agrawal\*  
3553-A MEMORIAL DR. SUITE 6  
DECATUR, Georgia 30032-2727  
(678) 974-8413

Wingstop #0703 GA-Doraville-Buford Hwy  
GSRWS GA Doraville, LLC  
Rahul Agrawal\*  
5065 BUFORD HWY  
DORAVILLE, Georgia 30340-1102  
(770) 458-9464

Wingstop #1263 GA-Douglasville-Chapel Hill  
Rd  
GSRWS GA II LLC  
Rahul Agrawal\*  
2911 CHAPEL HILL RD SUITE 235  
DOUGLASVILLE, Georgia 30135-7144  
(770) 575-4383

Wingstop #0742 GA-Duluth-Pleasant Hill Rd  
GSRWS GA Duluth Pleasant Hill, LLC  
Rahul Agrawal\*  
2570 PLEASANT HILL RD STE 104  
DULUTH, Georgia 30096-9266  
(470) 375-5706

Wingstop #1747 GA-East Point-Marketplace  
Blvd  
GSRWS GA Camp Creek, LLC  
Rahul Agrawal\*  
3630 MARKET PLACE BLVD. SUITE 830  
East Point, Georgia 30344  
(470) 615-1402

Wingstop #1990 GA-Evans-Washington Rd  
Branker Foods #5, LLC  
Richard Branker\*  
4351 Washington Road, Suite D  
Evans, Georgia 30809  
(706) 426-7600

Wingstop #1079 GA-Fayetteville-Glynn St.  
GSRWS GA Fayetteville, LLC  
Rahul Agrawal\*  
770 NORTH GLYNN ST  
FAYETTEVILLE, Georgia 30214-6715  
(678) 834-7688

Wingstop #1126 GA-Gainesville-Dawsonville  
Hwy  
GSRWS GA Gainesville, LLC  
Rahul Agrawal\*  
821 DAWSONVILLE HWY  
GAINESVILLE, Georgia 30501-2636  
(336) 409-2969

Wingstop #1820 GA-Grovetown-Lewiston Rd  
Branker Foods #4, LLC  
Richard Branker\*  
427 Lewiston Road Suite 130  
Grovetown, Georgia 30813  
(762) 222-8860

Wingstop #0661 GA-Hinesville-General  
Screven Way-HYBRID  
Sizzling Wings, LLC  
Nathan Garn\*  
207 W GENERAL SCREVEN WAY  
HINESVILLE, Georgia 31313-3034  
(912) 332-5428

Wingstop #1802 GA-Hiram-Jimmy Lee Smith  
Pkwy  
Hiram Chehar Wings, LLC  
Dharmisth Patel\*  
5077 JIMMY LEE SMITH PARKWAY SUITE  
113  
Hiram, Georgia 30141  
(470) 922-9464

Wingstop #2348 GA-Jonesboro-Mt Zion Blvd  
GSRWS GA Morrow, LLC  
Rahul Agrawal\*  
7102 Mt. Zion, Ste 2  
Jonesboro, Georgia 30236  
(678) 370-9464

Wingstop #0619 GA-Kennesaw-Chastain Rd.  
GSRWS GA Kennesaw, LLC  
Rahul Agrawal\*  
1133 CHASTAIN RD NW STE 300  
KENNESAW, Georgia 30144-5684  
(770) 428-9464

Wingstop #0147 GA-Lawrenceville  
GSRWS GA Lawrenceville, LLC  
Rahul Agrawal\*  
3059 LAWRENCEVILLE HWY STE J  
LAWRENCEVILLE, Georgia 30044-6426  
(770) 931-3400

Wingstop #1950 GA-Loganville-Atlanta Hwy  
Loganville Wings, LLC  
Dharmisth Patel\*  
3939 Atlanta Highway Suite 106  
Loganville, Georgia 30052  
(678) 580-0070

Wingstop #2556 GA-Lovejoy-Tara Blvd  
GSRWS GA II LLC  
Rahul Agrawal\*  
11481 Tara Blvd, Ste 2  
Lovejoy, Georgia 30250  
(770) 470-9464

Wingstop #1022 GA-Macon-Presidential Pkwy  
GSRWS GA II LLC  
Rahul Agrawal\*  
4634 PRESIDENTIAL PKWY SUITE L  
MACON, Georgia 31206-8712  
(478) 621-7045

Wingstop #1393 GA-Marietta-Delk Rd Ext  
GSRWS GA Delk Spectrum, LLC  
Rahul Agrawal\*  
2900 DELK ROAD EXT. STE 100  
MARIETTA, Georgia 30067-5321  
(770) 726-2937

Wingstop #1401 GA-Marietta-Cobb Pkwy S.  
GSRWS GA Cobb Parkway, LLC  
Rahul Agrawal\*  
51 COBB PKWY S.  
MARIETTA, Georgia 30060  
(770) 485-9405

Wingstop #0048 GA-Martinez  
R & J Wings, LLC  
Richard Branker\*  
3836 WASHINGTON RD STE 8  
MARTINEZ, Georgia 30907-5059  
(706) 650-8118

Wingstop #1780 GA-McDonough-South Point  
Blvd  
GSRWS GA McDonough, LLC  
Rahul Agrawal\*  
123 South Point Blvd  
McDonough, Georgia 30253  
(404) 760-8561

Wingstop #1098 GA-Newnan-Bullsboro Rd.  
GSRWS GA II LLC  
Rahul Agrawal\*  
311 BULLSBORO RD  
NEWNAN, Georgia 30263  
(678) 423-5280

Wingstop #0859 GA-Norcross-Jimmy Carter  
Blvd  
GSRWS GA Norcross Jimmy Carter, LLC  
Rahul Agrawal\*  
5247 JIMMY CARTER BLVD  
Norcross, Georgia 30093-1695  
(470) 299-9464

Wingstop #1833 GA-Peachtree City-GA-54  
GSRWS GA Peachtree City, LLC  
Rahul Agrawal\*  
2866 GA-54  
Peachtree City, Georgia 30269  
(678) 712-1219

Wingstop #1844 GA-Rome-Turner McCall Blvd  
Rome Wings, LLC  
Dharmisth Patel\*  
1439 TURNER MCCALL BLVD  
Rome, Georgia 30161  
(762) 265-9464

Wingstop #1905 GA-Sandy Springs-Roswell Rd  
Sandy Springs Wings, LLC  
Dharmisth Patel\*  
5920 Roswell Road  
Sandy Springs, Georgia 30328  
(404) 941-9764

Wingstop #1995 GA-Savannah-E. Victory Dr  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
1935 E. Victory Drive  
Savannah, Georgia 31404  
(912) 556-9464

Wingstop #2395 GA-Savannah-Abercorn St.  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
7805 Abercorn St., Suite 20B  
Savannah, Georgia 31406  
(912) 521-8171

Wingstop #0834 GA-Smyrna-Atlanta Rd  
Snead Group LLC  
Raymond Snead, III\*  
4715 S ATLANTA RD SE STE 303  
SMYRNA, Georgia 30080  
(404) 792-9464

Wingstop #1180 GA-Smyrna-Cobb Dr.  
Snead Group Subsidiary, LLC  
Raymond Snead, III\*  
3240 S. COBB DR. SPACE C5  
SMYRNA, Georgia 30080-4159  
(770) 790-8323

Wingstop #1269 GA-Snellville-Scenic Hwy N.  
GSRWS GA Snellville, LLC  
Rahul Agrawal\*  
2050 SCENIC HWY STE C  
SNELLVILLE, Georgia 30078-2688  
(770) 864-1106

Wingstop #0822 GA-Stockbridge-Hwy 138 SE  
GSRWS GA Stockbridge, LLC  
Rahul Agrawal\*  
3545 HWY 138 SE  
STOCKBRIDGE, Georgia 30281  
(678) 806-3184

Wingstop #1281 GA-Stone Mountain-Hairston  
GSRWS GA N Hairston, LLC  
Rahul Agrawal\*  
933 N HAIRSTON ROAD STE 6  
STONE MOUNTAIN, Georgia 30083  
(470) 448-4779

Wingstop #1410 GA-Stone Mountain-E. Park  
Place Blvd  
GSRWS GA Stone Mountain Park Place, LLC  
Rahul Agrawal\*  
1525 E. PARK PLACE BLVD STE 700  
STONE MOUNTAIN, Georgia 30087  
(470) 359-5849

Wingstop #1343 GA-Tucker-Hugh Howell Rd  
GSRWS GA Tucker, LLC  
Rahul Agrawal\*  
4347 HUGH HOWELL RD  
TUCKER, Georgia 30084  
(678) 691-8546

Wingstop #1347 GA-Woodstock-Highway 92  
GSRWS GA Woodstock, LLC  
Rahul Agrawal\*  
9745 HIGHWAY 92 STE F  
WOODSTOCK, Georgia 30188  
(770) 627-3378

## HAWAII

Wingstop #0776 HI-Honolulu-Dillingham Blvd  
Asia Pacific Restaurant Group, LLC  
Jon Savage\*  
1210 DILLINGHAM BLVD  
HONOLULU, Hawaii 96817-4436  
(808) 842-9464

Wingstop #0754 HI-Mililani-Meheula Pkwy  
Asia Pacific Restaurant Group, LLC  
Jon Savage\*  
95-1840 MEHEULA PKWY STE C-4 & C-5  
MILILANI, Hawaii 96789-6300  
(808) 628-9464



## IDAHO

Wingstop #1874 ID-Boise-N. Milwaukee  
Boise Wings, LLC  
Tye Olsen\*  
1575 N. Milwaukee Street  
Boise, Idaho 83704  
(208) 672-9464

Wingstop #2585 ID-Chubbuck-Yellowstone  
Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
4013 Yellow Stone Avenue, Suite C  
Chubbuck, Idaho 83202  
(208) 974-9464

Wingstop #0309 ID-Coeur d' Alene  
Lilac Wings, LLC  
Carr (TC) Krueger\*  
2630 N GOVERNMENT WAY  
COEUR D ALENE, Idaho 83815-3750  
(208) 765-9464

Wingstop #1933 ID-Idaho Falls-S. 25th E  
Sizzling Wings, LLC  
Nathan Garn\*  
3198 S. 25th E  
Idaho Falls, Idaho 83404  
(208) 227-8200

Wingstop #1018 ID-Meridian-Eagle Rd  
Boise Wings, LLC  
Tye Olsen\*  
3340 N EAGLE RD #100  
MERIDIAN, Idaho 83646-7789  
(208) 884-1111

Wingstop #1093 ID-Nampa-12th Ave.  
Boise Wings, LLC  
Tye Olsen\*  
2025 12TH AVE STE 140  
NAMPA, Idaho 83686-6461  
(208) 461-6100

Wingstop #1985 ID-Nampa-Caldwell Blvd  
Boise Wings, LLC  
Tye Olsen\*  
1459 Caldwell Blvd.  
Nampa, Idaho 83651  
(208) 442-4444

## ILLINOIS

Wingstop #1006 IL-Addison-Rohlwing Rd  
CWK Addison, LLC  
Asheesh Seth\*  
1076 N ROHLWING RD  
ADDISON, Illinois 60101-1034  
(630) 705-9464

Wingstop #0523 IL-Aurora-Eola  
Om Aurora Wings, Inc.  
Kalpesh Patel\*  
444 N EOLA RD STE 102  
AURORA, Illinois 60502-9620  
(630) 898-9464

Wingstop #0768 IL-Aurora-N Lake St  
Aurora Wings, Inc.  
Asif Rajabali\*  
1261 N LAKE ST  
AURORA, Illinois 60506-2489  
(630) 844-9464

Wingstop #2111 IL-Bartlett-Route 59  
CWK Bartlett, LLC  
Asheesh Seth\*  
837 South Illinois Route 59  
Bartlett, Illinois 60103  
(630) 625-8915

Wingstop #2287 IL-Bensenville-W. Irving Park  
CWK Bensenville LLC  
Asheesh Seth\*  
146 W. Irving Park Rd  
Bensenville, Illinois 60106  
(630) 473-8141

Wingstop #1083 IL-Bloomington-Veterans  
Pkwy  
Randal Bloomington Wings, LLC  
Manojkumar (Manoj) Patel\*  
2109 N. VETERANS PKWY #10  
BLOOMINGTON, Illinois 61704-0910  
(309) 808-2435

Wingstop #0864 IL-Bolingbrook-Bolingbrook  
Dr  
CWK Bolingbrook, LLC  
Asheesh Seth\*  
301 N BOLINGBROOK DR STE 299  
BOLINGBROOK, Illinois 60440-1968  
(630) 759-9464

Wingstop #0300 IL-Carol Stream  
Carol Stream Wings, Inc.  
Asif Rajabali\*  
566 W ARMY TRAIL ROAD  
CAROL STREAM, Illinois 60188-9224  
(630) 690-9464

Wingstop #1391 IL-Carpentersville-JF Kennedy  
Dr.  
Carpentersville Wings, Inc.  
Asif Rajabali\*  
70 S. KENNEDY DRIVE  
CARPENTERSVILLE, Illinois 60110  
(847) 551-5628

Wingstop #0653 IL-Champaign-Neil St.  
CWK Champaign, LLC  
Salil Contractor\*  
512 S NEIL ST  
CHAMPAIGN, Illinois 61820-5232  
(217) 954-0352

Wingstop #0641 IL-Chicago-Division  
Division Wings and Fries, Inc.  
Shayan Halani\*  
47 W DIVISION ST  
CHICAGO, Illinois 60610-2220  
(312) 465-2369

Wingstop #0788 IL-Chicago-S Halsted  
Halsted Wings & Fries Inc.  
Shayan Halani\*  
3032 S HALSTED ST STE 106  
CHICAGO, Illinois 60608-5805  
(312) 374-1338

Wingstop #0551 IL-Chicago-S Pulaski  
Five Points Wings, LLC  
Patrick Madden\*  
4428 S PULASKI RD  
CHICAGO, Illinois 60632-4011  
(773) 847-4747

Wingstop #0587 IL-Chicago-Archer Ave  
Five Points Wings, LLC  
Patrick Madden\*  
6188 S ARCHER AVE  
CHICAGO, Illinois 60638  
(773) 498-9464

Wingstop #0894 IL-Chicago-S Kedzie Ave  
Hot Wings, LLC  
Patrick Madden\*  
5859 S KEDZIE AVE  
CHICAGO, Illinois 60629-3212  
(773) 498-9140

Wingstop #1075 IL-Chicago-West Cermak  
Hot Wings, LLC  
Patrick Madden\*  
2344 WEST CERMAK ROAD  
CHICAGO, Illinois 60608-3812  
(773) 940-1200

Wingstop #1240 IL-Chicago-N. Kedzie Ave  
OM Kedzie Wings, Inc.  
Kalpesh Patel\*  
800 N. KEDZIE AVE STE 108  
CHICAGO, Illinois 60651-4100  
(773) 475-7447

Wingstop #1353 IL-Chicago-Lakeshore  
Shopping Center  
OM BROADWAY WINGS, INC.  
Kalpesh Patel\*  
3720 N. BROADWAY STREET  
CHICAGO, Illinois 60613-4105  
(773) 661-6551

Wingstop #1501 IL-Chicago-830 N. Milwaukee  
Ave  
OM Milwaukee Wings, Inc.  
Kalpesh Patel\*  
830 N. MILWAUKEE AVE  
CHICAGO, Illinois 60642-4103  
(312) 948-8518

Wingstop #0406 IL-Chicago-N. Milwaukee  
Bucktown Wings, Inc.  
Asif Rajabali\*  
1637 N MILWAUKEE AVE  
CHICAGO, Illinois 60647-5411  
(773) 235-9464

Wingstop #0437 IL-Chicago-Western Ave  
Western Wings, Inc.  
Asif Rajabali\*  
3326 N WESTERN AVE  
CHICAGO, Illinois 60618-6213  
(773) 697-0009

Wingstop #0688 IL-Chicago-N Pulaski  
Pulaski Wings, Inc.  
Asif Rajabali\*  
3057 N PULASKI RD #59  
CHICAGO, Illinois 60641-5444  
(773) 647-1755

Wingstop #0774 IL-Chicago-W North Ave  
North Avenue Wings, Inc.  
Asif Rajabali\*  
4430 W NORTH AVE  
CHICAGO, Illinois 60639-4707  
(773) 697-3633

Wingstop #1197 IL-Chicago-Albany Square  
Albany Wings, Inc.  
Asif Rajabali\*  
4445 N. PULASKI RD. UNIT N & O  
CHICAGO, Illinois 60630  
(872) 208-3346

Wingstop #1296 IL-Chicago-6024 N. Broadway  
St  
Broadway Wings, Inc.  
Asif Rajabali\*  
6024 N BROADWAY ST, # 26  
CHICAGO, Illinois 60660-2517  
(773) 942-6587

Wingstop #1457 IL-Chicago-W. Wilson Rd  
Wilson Wings, Inc.  
Asif Rajabali\*  
4547 N. BROADWAY ST #51  
CHICAGO, Illinois 60640-5955  
(773) 506-0388

Wingstop #1705 IL-Chicago-W. 47th St  
Yard Plaza Wings, Inc.  
Asif Rajabali\*  
2042 W. 47TH ST.  
CHICAGO, Illinois 60609  
(773) 917-8644

Wingstop #1803 IL-Chicago-N. Clark St.  
Rogers Park Wings, Inc.  
Asif Rajabali\*  
7003 N. Clark Street  
Chicago, Illinois 60626  
(224) 269-4400

Wingstop #2165 IL-Chicago-W Lawrence Ave  
Ravenswood Wings, Inc.  
Asif Rajabali\*  
2501 W Lawrence Ave, Unit D  
Chicago, Illinois 60625  
(773) 945-0850

Wingstop #1341 IL-Chicago-N. Central Ave.  
S&L Wings, LLC  
Vincent Romano\*  
3046 N. CENTRAL AVE  
CHICAGO, Illinois 60634  
(773) 417-4135

Wingstop #1305 IL-Chicago-E. 87th St.  
Rudra Wings Inc.  
Aziz Rupshi\*  
1521 E. 87TH ST.  
CHICAGO, Illinois 60619  
(773) 530-7710

Wingstop #1704 IL-Chicago-S. Dorchester St.  
AJS Wings, Inc.  
Aziz Rupshi\*  
5300 S. DORCHESTER ST.  
CHICAGO, Illinois 60615  
(872) 813-5016

Wingstop #2075 IL-Chicago-W. 87th St.  
Karn Wings, Inc.  
Aziz Rupshi\*  
120 W. 87th Street  
Chicago, Illinois 60620  
(773) 729-1300

Wingstop #0537 IL-Chicago-Harrison  
Wings Over Harrison LLC  
Asheesh Seth\*  
12 E HARRISON ST  
CHICAGO, Illinois 60605  
(312) 386-9464

Wingstop #0656 IL-Chicago-W Fullerton  
CWK Chicago - Clark LLC  
Asheesh Seth\*  
1251 W Fullerton Avenue  
CHICAGO, Illinois 60614-1523  
(773) 904-8172

Wingstop #0745 IL-Chicago-Lincoln Ave  
CWK LINCOLNWOOD LLC  
Asheesh Seth\*  
6160 N LINCOLN AVE  
CHICAGO, Illinois 60659-2320  
(872) 203-9721

Wingstop #0781 IL-Chicago-W 119th St  
CWK Marshfield, LLC  
Asheesh Seth\*  
1712 W 119TH ST  
CHICAGO, Illinois 60643-4900  
(773) 928-9464

Wingstop #1215 IL-Chicago-W. Roosevelt Rd.  
Wings Over Canal LLC  
Asheesh Seth\*  
500 W. ROOSEVELT RD  
CHICAGO, Illinois 60607  
(312) 265-0599

Wingstop #1278 IL-Chicago-W. 63rd St  
Wings Over Englewood LLC  
Asheesh Seth\*  
850 W. 63RD ST.  
CHICAGO, Illinois 60621  
(773) 723-9464

Wingstop #1365 IL-Chicago-S. Cicero Ave.  
CWK 75th LLC  
Asheesh Seth\*  
7953 S. CICERO AVE  
CHICAGO, Illinois 60652-2037  
(773) 838-9464

Wingstop #1444 IL-Chicago-E. 35th Street  
Wings Over Bronzeville LLC  
Asheesh Seth\*  
456 E 35TH ST  
CHICAGO, Illinois 60616-4144  
(312) 842-6544

Wingstop #1674 IL-Chicago-4831 N.  
Milwaukee Ave  
CWK Chicago - Portage Park, LLC  
Asheesh Seth\*  
4831 N. MILWAUKEE AVE  
CHICAGO, Illinois 60630  
(312) 319-8960

Wingstop #2195 IL-Chicago-E. 111th St.  
CWK Pullman LLC  
Asheesh Seth\*  
756 E. 111th Street  
Chicago, Illinois 60628  
(773) 395-1331

Wingstop #1963 IL-Chicago Heights-W Sauk Tr  
OM Chicago Heights Wings, Inc.  
Kalpesh Patel\*  
44 W. Sauk Trail  
Chicago Heights, Illinois 60411  
(708) 816-5613

Wingstop #0675 IL-Cicero-Cicero Ave  
Five Points Wings, LLC  
Patrick Madden\*  
2240 S CICERO AVE  
CICERO, Illinois 60804-2411  
(708) 477-6809

Wingstop #1827 IL-Collinsville-Collinsville  
Crossing  
GSR Restaurants IL, LLC  
Rahul Agrawal\*  
1075 Collinsville Crossing Blvd  
Collinsville, Illinois 62234  
(618) 551-9464

Wingstop #1846 IL-Country Club Hills-W  
167th St  
CWK - CCH, LLC  
Asheesh Seth\*  
4005 W. 167th Street  
Country Club Hills, Illinois 60478  
(708) 321-4581

Wingstop #0746 IL-Crestwood-S Cicero Ave  
CWK Crestwood LLC  
Asheesh Seth\*  
13211 S CICERO AVE  
CRESTWOOD, Illinois 60445-1425  
(708) 385-9464

Wingstop #2310 IL-Crystal Lake-Northwest Hwy  
Crystal Lake Wings, Inc.  
Asif Rajabali\*  
5005 Northwest Highway, Ste 102  
Crystal Lake, Illinois 60014  
(815) 655-8685

Wingstop #1774 IL-Danville-N.Vermilion St.  
Buddy Birds, Inc.  
Nicholas Kallergis\*  
2605 N. Vermilion St.  
Danville, Illinois 61832  
(217) 504-8500

Wingstop #0039 IL-Decatur-King  
Randal Decatur Wings LLC  
Manojkumar (Manoj) Patel\*  
1491 W KING ST  
DECATUR, Illinois 62522-1444  
(217) 424-9464

Wingstop #0694 IL-Des Plaines-Ellinwood Dr  
IAMSHAKTI INC.  
Jaymin Patel\*  
1473 ELLINWOOD DR  
DES PLAINES, Illinois 60016-4565  
(847) 699-9464

Wingstop #2124 IL-Dixmoor-S Western Ave  
CWK Dixmoor, LLC  
Asheesh Seth\*  
14513-A S. Western Ave  
Dixmoor, Illinois 60426  
(708) 517-0178

Wingstop #2074 IL-Downers Grove-Lemont Rd  
ATS Wings, Inc.  
Aziz Rupshi\*  
7401-A Lemont Rd  
Downers Grove, Illinois 60516  
(630) 686-8200

Wingstop #0751 IL-Edwardsville-Troy Rd  
GSR Restaurants IL, LLC  
Rahul Agrawal\*  
2100 TROY RD STE 103  
EDWARDSVILLE, Illinois 62025-2595  
(618) 656-9494

Wingstop #0729 IL-Elgin-Randall Rd  
CWK Elgin LLC  
Asheesh Seth\*  
855 S RANDALL RD  
ELGIN, Illinois 60123-3002  
(847) 695-9464

Wingstop #1675 IL-Elgin-Summit St  
CWK Elgin 2, LLC  
Asheesh Seth\*  
848 SUMMIT ST  
ELGIN, Illinois 60120  
(224) 347-9241

Wingstop #2421 IL-Elgin-Tyler Creek Plaza  
CWK Elgin Tyler, LLC  
Asheesh Seth\*  
16 Tyler Creek Plaza, Unit 1  
Elgin, Illinois 60123  
(847) 773-4848

Wingstop #0057 IL-Elmwood Park-N Harlem Ave  
LNN, Inc.  
Nick Nardello\*  
1740 N HARLEM AVE  
ELMWOOD PARK, Illinois 60707-4304  
(708) 452-1010

Wingstop #0376 IL-Evanston  
Evanston Wings Inc.  
Asif Rajabali\*  
2434 MAIN ST, STE F  
EVANSTON, Illinois 60202-1548  
(847) 869-9464

Wingstop #0896 IL-Evergreen Park-W 95th St  
CWK Evergreen Park, LLC  
Asheesh Seth\*  
2831 W 95TH ST  
EVERGREEN PARK, Illinois 60805-2702  
(708) 425-9464

Wingstop #1134 IL-Forest Park-Harlem Ave.  
Hot Wings, LLC  
Patrick Madden\*  
1215 S. HARLEM AVE UNIT D & E  
FOREST PARK, Illinois 60130-2407  
(708) 689-8060

Wingstop #1770 IL-Glen Ellyn-Roosevelt Rd  
CWK Glen Ellyn, LLC  
Asheesh Seth\*  
661 ROOSEVELT ROAD  
Glen Ellyn, Illinois 60137  
(331) 716-4951

Wingstop #1966 IL-Glendale Heights-  
Bloomington Rd  
Glendale Heights Wings, Inc.  
Asif Rajabali\*  
1179 Bloomington Rd  
Glendale Heights, Illinois 60139  
(630) 919-3190

Wingstop #1656 IL-Gurnee-Grand Ave  
CWK Gurnee  
Asheesh Seth\*  
6409 GRAND AVE STE 3  
GURNEE, Illinois 60031-5261  
(847) 499-2600

Wingstop #0889 IL-Harwood Heights-Harlem  
Ave  
S&L Wings, LLC  
Vincent Romano\*  
4622 N HARLEM AVE STE 11  
HARWOOD HEIGHTS, Illinois 60706-4714  
(708) 667-0761

Wingstop #0652 IL-Hillside-Mannheim Rd.  
CWK Hillside, LLC  
Asheesh Seth\*  
50 N MANNHEIM RD UNIT J02  
HILLSIDE, Illinois 60162-1819  
(708) 544-9464

Wingstop #1742 IL-Hoffman Estates-E. Golf  
Road  
CWK Hoffman Estates, LLC  
Asheesh Seth\*  
9 E. Golf Road  
Hoffman Estates, Illinois 60169  
(224) 347-9255

Wingstop #2123 IL-Homer Glen-S. Bell Rd  
OM Homer Glen Wings, Inc.  
Kalpesh Patel\*  
14346 S. Bell Road  
Homer Glen, Illinois 60491  
(708) 517-0177

Wingstop #1351 IL-Jerome-Wabash Ave  
RSC WINGS, INC.  
Salil Contractor\*  
1665 WABASH AVE  
JEROME, Illinois 62704  
(217) 679-4229

Wingstop #1125 IL-Joliet-W. Jefferson St.  
OM Joliet Wings, Inc.  
Kalpesh Patel\*  
2410 W. JEFFERSON ST. SUITE 116  
JOLIET, Illinois 60435-6449  
(815) 630-3760

Wingstop #1879 IL-Justice-Archer Ave  
CWK Justice, LLC  
Asheesh Seth\*  
7801 Archer Road Unit C  
Justice, Illinois 60458  
(708) 523-7411

Wingstop #1912 IL-Kankakee-Meadowview  
Center  
CWK Kankakee LLC  
Asheesh Seth\*  
1 Meadowview Center Unit 8  
Kankakee, Illinois 60901  
(815) 839-9464

Wingstop #2565 IL-Lake Zurich-W Route 22  
Lake Zurich Wings, Inc.  
Asif Rajabali\*  
799 W. Route 22  
Lake Zurich, Illinois 60047  
(847) 773-4757

Wingstop #2339 IL-Lakemoor-IL-120  
Lakemoor Wings, Inc.  
Asif Rajabali\*  
27450 IL 120, Suite B4  
Lakemoor, Illinois 60051  
(815) 655-8695

Wingstop #0463 IL-Lansing  
OM Lansing Wings Inc.  
Kalpesh Patel\*  
17707 TORRENCE AVE  
LANSING, Illinois 60438-1834  
(708) 418-8880

Wingstop #2188 IL-Lockport-W 159th St  
OM Lockport Wings, Inc.  
Kalpesh Patel\*  
16543 W 159th St, Unit 5A  
Lockport, Illinois 60441  
(815) 709-4588

Wingstop #2351 IL-Loves Park-N. 2nd St.  
Wenzak Wings Illinois Inc.  
Michael Zak\*  
5325 N. 2nd Street  
Loves Park, Illinois 61111  
(779) 801-9464

Wingstop #0630 IL-Lyons-Harlem Ave  
Five Points Wings, LLC  
Patrick Madden\*  
3900B HARLEM AVE  
LYONS, Illinois 60534-1208  
(708) 777-1382

Wingstop #0726 IL-Matteson-Lincoln Hwy  
CWK Matteson, LLC  
Asheesh Seth\*  
4630 LINCOLN HWY  
MATTESON, Illinois 60443-2315  
(708) 247-9464

Wingstop #1076 IL-Melrose Park- Winston  
Plaza  
Wing Brothers Inc.  
Michael Nardello  
1372 WINSTON PLAZA  
MELROSE PARK, Illinois 60160-1316  
(708) 681-2020

Wingstop #1031 IL-Moline-41st Ave.  
Randal Moline Wings LLC  
Manojkumar (Manoj) Patel\*  
3939 41st AVENUE DRIVE  
MOLINE, Illinois 61265-6401  
(309) 764-9464

Wingstop #2122 IL-Montgomery-Orchard Rd  
Orchard Wings, Inc.  
Asif Rajabali\*  
2086 Orchard Rd  
Montgomery, Illinois 60538  
(630) 454-9688

Wingstop #2137 IL-Montgomery-Ogden Ave  
Ogden Hill Wings, Inc.  
Asif Rajabali\*  
1246 Ogden Ave  
Montgomery, Illinois 60538  
(630) 919-8850

Wingstop #1901 IL-Mount Prospect-W  
Algonquin Rd  
CWK Mount Prospect, LLC  
Asheesh Seth\*  
1776 W. Algonquin Road  
Mount Prospect, Illinois 60056  
(224) 275-9022

Wingstop #0716 IL-Mundelein-S IL Rt 83  
Shakti Sadashiv Limited  
Jaymin Patel\*  
720 S IL ROUTE 83  
MUNDELEIN, Illinois 60060-4576  
(847) 566-9464

Wingstop #0399 IL-Naperville-Forgue  
OM Naperville Wings, Inc.  
Kalpesh Patel\*  
2695 FORGUE DR STE 101  
NAPERVILLE, Illinois 60564-3700  
(630) 717-9464

Wingstop #2208 IL-New Lenox-E Lincoln Hwy  
OM New Lenox Wings Inc.  
Kalpesh Patel\*  
1820 E. Lincoln Highway  
New Lenox, Illinois 60451  
(217) 571-5388

Wingstop #0557 IL-Niles-West Touhy Ave.  
Touhy Wings and Fries, Inc.  
Shayan Halani\*  
5706 W TOUHY AVE STE A-2  
NILES, Illinois 60714-4606  
(847) 647-9464

Wingstop #1003 IL-Niles-W Golf Rd  
Niles Wings, Inc.  
Asif Rajabali\*  
8484 W GOLF RD  
NILES, Illinois 60714-1154  
(847) 966-9464

Wingstop #1773 IL-North Chicago-MLK Jr,  
Drive  
North Chicago Wings, Inc.  
Asif Rajabali\*  
2710 Martin Luther King Jr. Drive  
North Chicago, Illinois 60064  
(224) 808-5515

Wingstop #0520 IL-Northlake  
MNN Inc.  
Nick Nardello\*  
6 W NORTH AVE STE 200 & 300  
NORTHLAKE, Illinois 60164-2303  
(708) 531-1515

Wingstop #1764 IL-Oak Lawn-W. 95th St.  
OM Oak Lawn Wings, Inc.  
Kalpesh Patel\*  
6314 W. 95th STREET  
Oak Lawn, Illinois 60453  
(708) 840-7177

Wingstop #2005 IL-Oak Park-Madison St  
Brass Wings, LLC  
Patrick Madden\*  
515 Madison Street  
Oak Park, Illinois 60304  
(708) 665-9464

Wingstop #0651 IL-Oakbrook Terrace-  
Roosevelt Rd  
CWK Oakbrook Terrace, LLC  
Asheesh Seth\*  
17W629 ROOSEVELT RD  
OAKBROOK TERRACE, Illinois 60181-3545  
(630) 632-9464

Wingstop #1768 IL-O'Fallon-Merchants Way  
GSR Restaurants IL, LLC  
Rahul Agrawal\*  
1118 Merchants Way Suite 110  
O'Fallon, Illinois 62269  
(618) 505-9464

Wingstop #2265 IL-Orland Park-S. LaGrange  
Rd  
OM Orland Park Wings Inc.  
Kalpesh Patel\*  
13133 South La Grange Road  
Orland Park, Illinois 60462  
(708) 390-8778

Wingstop #0757 IL-Palatine-E Dundee Rd  
Dundee Wings and Fries, Inc.  
Shayan Halani\*  
1191 E DUNDEE RD  
PALATINE, Illinois 60074-8306  
(847) 963-9464

Wingstop #0515 IL-Peoria  
Shavis, LLC  
Chad Davis  
1212 W GLEN  
PEORIA, Illinois 61614-4838  
(309) 839-2549

Wingstop #2216 IL-Plainfield-Illinois Rt 59  
Plainfield Wings, Inc.  
Asif Rajabali\*  
12640 Illinois Route 59, Suite 106  
Plainfield, Illinois 60585  
(815) 709-4555

Wingstop #2239 IL-Prospect Heights-E Rand  
Rd  
CWK Prospect Heights, LLC  
Asheesh Seth\*  
1312 E Rand Road, Unit 1  
Prospect Heights, Illinois 60004  
(847) 773-4248

Wingstop #1133 IL-Rockford-State St.  
Randal Rockford Wings, LLC  
Manojkumar (Manoj) Patel\*  
3636 E. STATE ST.  
ROCKFORD, Illinois 61108-1916  
(815) 977-4773

Wingstop #2544 IL-Rolling Meadows-Kirchoff  
Rd  
CWK Rolling Meadows LLC  
Asheesh Seth\*  
3100 Kirchoff Rd  
Rolling Meadows, Illinois 60008  
(847) 773-4858

Wingstop #1878 IL-Romeoville-S. Weber Road  
OM Romeoville Wings, Inc.  
Kalpesh Patel\*  
472 S. Weber Road  
Romeoville, Illinois 60446  
(815) 552-1840



Wingstop #0273 IL-Roselle  
Roselle Wings, Inc.  
Asif Rajabali\*  
1306 W LAKE ST STE 414  
ROSELLE, Illinois 60172-3363  
(630) 529-5700

Wingstop #1482 IL-Round Lake Beach-E.  
Rollins Rd  
CWK Round Lake Beach LLC  
Asheesh Seth\*  
708 E. ROLLINS RD.  
ROUND LAKE BEACH, Illinois 60073-1340  
(224) 757-5152

Wingstop #1937 IL-Schiller Park-Irving Park  
Road  
CWK Schiller Park, LLC  
Asheesh Seth\*  
9732 Irving Park Road  
Schiller Park, Illinois 60176  
(224) 414-2644

Wingstop #2266 IL-Shorewood-Brook Forest  
Ave  
Shorewoods Wings, Inc.  
Asif Rajabali\*  
968 Brook Forest Ave  
Shorewood, Illinois 60404  
(815) 655-8590

Wingstop #0552 IL-South Holland-State Street  
OM South Holland Wings Inc.  
Kalpesh Patel\*  
16144 STATE ST  
SOUTH HOLLAND, Illinois 60473-1236  
(708) 825-1656

Wingstop #1951 IL-St. Charles-E Main St  
OM St. Charles Wings, Inc.  
Kalpesh Patel\*  
2400 E. Main Street Suite 113  
St. Charles, Illinois 60174  
(331) 248-6706

Wingstop #1573 IL-Streamwood-S. Barrington  
CWK STREAMWOOD LLC  
Asheesh Seth\*  
698A S. BARRINGTON RD  
STREAMWOOD, Illinois 60107  
(847) 450-7377

Wingstop #1765 IL-Tinley Park-S. Harlem  
OM Tinley Wings, Inc.  
Kalpesh Patel\*  
16028 S. Harlem Ave, Space 025  
Tinley Park, Illinois 60477  
(708) 840-7170

Wingstop #2319 IL-Urbana-N. Vine St.  
NKC Wings Inc.  
Salil Contractor\*  
200 N. Vine Street, Suite 114V  
Urbana, Illinois 61802  
(217) 350-8661

Wingstop #2017 IL-Villa Park-North Ave  
CWK Villa Park, LLC  
Asheesh Seth\*  
298 North Ave Unit 3  
Villa Park, Illinois 60181  
(773) 498-9100

Wingstop #1299 IL-Waukegan-N Lewis Ave  
CWK Waukegan LLC  
Asheesh Seth\*  
1808 N. LEWIS AVE  
WAUKEGAN, Illinois 60085  
(847) 360-9464

Wingstop #1804 IL-West Chicago-S. Neltnor  
Blvd  
West Chicago Wings, Inc.  
Asif Rajabali\*  
334 S. Neltnor Blvd  
West Chicago, Illinois 60185  
(630) 716-9900

Wingstop #2354 IL-Westmont-W. Ogden Ave  
Reyan Wings Inc  
Aziz Rupshi\*  
15 W. Ogden Ave  
Westmont, Illinois 60559  
(847) 773-4464

Wingstop #1924 IL-Wheeling-W Dundee Rd  
OM Wheeling Wings, Inc.  
Kalpesh Patel\*  
532B W. Dundee Road  
Wheeling, Illinois 60090  
(224) 347-9259

Wingstop #2267 IL-Woodstock-S Eastwood Dr  
Woodstock Wings, Inc.  
Asif Rajabali\*  
121 S. Eastwood Drive  
Woodstock, Illinois 60098  
(815) 655-8551

## **INDIANA**

Wingstop #2049 IN-Anderson-S. Scatterfield Rd  
OM CS Anderson Wings, Inc.  
Kalpesh Patel\*  
4437 S. Scatterfield Road  
Anderson, Indiana 46013  
(765) 279-1780

Wingstop #2031 IN-Avon-E. Hwy 36  
OM CS Avon Wings, Inc.  
Kalpesh Patel\*  
10024 E. Highway 36  
Avon, Indiana 46123  
(765) 279-1800

Wingstop #2341 IN-Camby-Prosperity Cir  
OM CS Camby Wings Inc.  
Kalpesh Patel\*  
10302 Prosperity Cir #102  
Camby, Indiana 46113  
(463) 252-0050

Wingstop #2327 IN-Carmel-E 146th St  
OM CS Carmel Wings Inc.  
Kalpesh Patel\*  
2780 E. 146th St.  
Carmel, Indiana 46033  
(463) 252-0040

Wingstop #1978 IN-Columbus-W Jonathan  
Moore Pike  
OM CS Columbus Wings, Inc.  
Kalpesh Patel\*  
2255 W Jonathan Moore Pike  
Columbus, Indiana 47201  
(812) 657-0972

Wingstop #2420 IN-Elkhart-Elkhart Rd  
CWK Goshen LLC  
Asheesh Seth\*  
4568-600 Elkhart Rd  
Elkhart, Indiana 46517  
(574) 228-5383

Wingstop #1427 IN-Evansville-N. Green River  
Rd.  
CWK Evansville LLC  
Asheesh Seth\*  
499 N. GREEN RIVER RD. STE B  
EVANSVILLE, Indiana 47715-2409  
(812) 909-3445

Wingstop #2282 IN-Fishers-Bent Grass Lane  
OM CS Fishers Wings Inc.  
Kalpesh Patel\*  
13588 Bent Grass Lane, Ste 104  
Fishers, Indiana 46038  
(317) 922-0917

Wingstop #1572 IN-Fort Wayne-W. Coliseum  
Blvd  
CWK Fort Wayne Coliseum LLC  
Asheesh Seth\*  
407 W. COLISEUM BLVD STE C  
FORT WAYNE, Indiana 46805-1010  
(260) 755-6397

Wingstop #1837 IN-Fort Wayne-Illinois Rd  
CWK Fort Wayne IL RD LLC  
Asheesh Seth\*  
5129 Illinois Road Suite 126  
Fort Wayne, Indiana 46804  
(260) 739-7397

Wingstop #2248 IN-Franklin  
OM CS Franklin Wings Inc.  
Kalpesh Patel\*  
1141 N. Morton St.  
Franklin, Indiana 46131  
(463) 724-2011

Wingstop #1262 IN-Gary-Grant St  
CWK Gary LLC  
Asheesh Seth\*  
3360 GRANT ST.  
GARY, Indiana 46408  
(219) 980-3590

Wingstop #2391 IN-Greenwood-S. Madison  
Ave  
OM CS Greenwood Wings Inc.  
Kalpesh Patel\*  
707 S. Madison Ave, Suite W  
Greenwood, Indiana 46143  
(317) 922-0911

Wingstop #1374 IN-Hammond-Roby Dr.  
CWK Hammond LLC  
Asheesh Seth\*  
902 ROBY DRIVE STE C  
HAMMOND, Indiana 46320-2000  
(219) 473-0773

Wingstop #2422 IN-Hammond-Sibley St  
CWK Hammond 2 LLC  
Asheesh Seth\*  
27 Sibley Street  
Hammond, Indiana 46320  
(219) 332-2220

Wingstop #1174 IN-Highland-Indianapolis Blvd  
CWK Highland LLC  
Asheesh Seth\*  
10435 INDIANAPOLIS BLVD, UNIT B  
HIGHLAND, Indiana 46322-3511  
(219) 924-9464

Wingstop #1460 IN-Hobart-E. 37th Ave  
CWK HOBART LLC  
Asheesh Seth\*  
1619 E. 37TH AVE  
HOBART, Indiana 46342-2581  
(219) 963-6250

Wingstop #2079 IN-Indianapolis-E. 10th St  
OM CS Indy Wings 2, Inc.  
Kalpesh Patel\*  
4401 East 10th Street Space 8  
Indianapolis, Indiana 46201  
(463) 800-1799

Wingstop #2135 IN-Indianapolis-N  
Pennsylvania St.  
OM CS Pennsylvania Indy Wings, Inc.  
Kalpesh Patel\*  
16 N. Pennsylvania St.  
Indianapolis, Indiana 46204  
(219) 301-0869

Wingstop #2173 IN-Indianapolis-W 86th St  
OM CS 86th St Indy Wings Inc.  
Kalpesh Patel\*  
3540 W. 86th Street  
Indianapolis, Indiana 46268  
(219) 250-6533

Wingstop #2337 IN-Indianapolis-E. 82nd St.  
OM CS Castleton Wings Inc.  
Kalpesh Patel\*  
5965 E. 82nd St.  
Indianapolis, Indiana 46250  
(219) 255-9532

Wingstop #0419 IN-Indianapolis-Shelby  
PCR WS Indy LLC  
Chris Rigassio\*  
7711 SHELBY ST STE A  
INDIANAPOLIS, Indiana 46227-5958  
(317) 889-9464

Wingstop #1016 IN-Indianapolis-Georgetown  
Rd  
PCR WS Indy LLC  
Chris Rigassio\*  
5618 GEORGETOWN RD  
INDIANAPOLIS, Indiana 46254  
(317) 451-9464

Wingstop #1150 IN-Indianapolis-W. 10th St.  
PCR WS Indy LLC  
Chris Rigassio\*  
5309 W. 10TH STREET  
INDIANAPOLIS, Indiana 46224-6817  
(317) 689-7867

Wingstop #1163 IN-Indianapolis-S. Emerson  
Ave.  
PCR WS Indy LLC  
Chris Rigassio\*  
4912 S. EMERSON AVE.  
INDIANAPOLIS, Indiana 46203  
(371) 731-7842

Wingstop #1181 IN-Indianapolis-Pendleton Pike  
PCR WS Indy LLC  
Chris Rigassio\*  
7326 PENDLETON PIKE  
INDIANAPOLIS, Indiana 46226  
(317) 222-6371

Wingstop #1226 IN-Indianapolis-E. Washington  
St  
PCR WS Indy LLC  
Chris Rigassio\*  
8201 E. WASHINGTON ST.  
INDIANAPOLIS, Indiana 46219  
(463) 221-2961

Wingstop #2312 IN-Kokomo-S. Washington St  
OM CS Kokomo Wings Inc.

Kalpesh Patel\*  
2825 S. Washington St.  
Kokomo, Indiana 46901  
(765) 340-7670

Wingstop #1461 IN-Merrillville-W. 81st Ave  
CWK MERRILLVILLE LLC

Asheesh Seth\*  
407 W. 81ST AVE  
MERRILLVILLE, Indiana 46410-5317  
(219) 472-0064

Wingstop #2450 IN-Michigan City-Franklin St.  
CWK Michigan City LLC

Asheesh Seth\*  
5236 Franklin St.  
Michigan City, Indiana 46360  
(219) 332-2442

Wingstop #2264 IN-Mishawaka-Grape Rd  
CWK Mishawaka LLC

Asheesh Seth\*  
5776 Grape Road  
Mishawaka, Indiana 46545  
(574) 213-6880

Wingstop #2078 IN-Muncie-S. Tillotson Ave  
OM CS Muncie Wings, Inc.

Kalpesh Patel\*  
837 S. Tillotson Ave Suite 6  
Muncie, Indiana 47304  
(765) 279-1799

Wingstop #2247 IN-South Bend-Portage Rd  
CWK South Bend LLC

Asheesh Seth\*  
3697 Portage Road  
South Bend, Indiana 46628  
(574) 221-6788

Wingstop #1178 IN-Terre Haute  
CWK Terre Haute LLC

Asheesh Seth\*  
2828 S. 3RD ST.  
TERRE HAUTE, Indiana 47802-3706  
(812) 917-4391

## IOWA

Wingstop #1389 IA-Ames-S. Duff Ave  
Ames Stop, LLC

Seneca Wallace\*  
703 S. DUFF AVE, STE 101  
AMES, Iowa 50010-6818  
(515) 663-9464

Wingstop #1940 IA-Ankeny-SE Oralabor Rd  
Oralabor Stop, LLC

Seneca Wallace\*  
909 SE Oralabor Road, Suite 102  
Ankeny, Iowa 50021  
(515) 412-1470

Wingstop #1599 IA-Burlington-Mount Pleasant  
Iowa Wings LLC

Jeremy Music  
2750 MOUNT PLEASANT ST. STE 110  
BURLINGTON, Iowa 52601  
(319) 409-9464

Wingstop #1067 IA-Cedar Rapids-Edgewood  
Rd.

EDGEWOOD STOP, LLC  
Seneca Wallace\*  
2360 EDGEWOOD RD SW, STE 500  
CEDAR RAPIDS, Iowa 52404-3250  
(319) 390-9464

Wingstop #1965 IA-Coralville-2nd St  
Coralville Stop, LLC

Seneca Wallace\*  
2451 2nd Street, Unit 2  
Coralville, Iowa 52241  
(319) 351-4080

Wingstop #1440 IA-Des Moines-Merle Hay Rd  
Merle Hay Stop, LLC

Seneca Wallace\*  
3803 MERLE HAY RD.  
DES MOINES, Iowa 50310-1306  
(515) 254-9464

Wingstop #1685 IA-Des Moines-E. 14th St  
Capital Stop, LLC

Seneca Wallace\*  
521 E. 14TH ST.  
DES MOINES, Iowa 50319  
(515) 777-1705

## **KANSAS**

Wingstop #1182 KS-Kansas City-S. 18th St  
Kansas Wings III, LLC  
Charles Loflin\*  
151 S. 18TH ST. STE. H  
KANSAS CITY, Kansas 66102-5627  
(913) 233-0440

Wingstop #1036 KS-Lawrence-Louisiana St  
Kansas Wings VI, LLC  
Charles Loflin\*  
2233 LOUISIANA ST  
LAWRENCE, Kansas 66046-3041  
(785) 330-9630

Wingstop #1222 KS-Manhattan-Moro St  
Kansas Wings IV, LLC  
Charles Loflin\*  
1126 MORO ST  
MANHATTAN, Kansas 66502  
(785) 320-5600

Wingstop #1796 KS-Mission-Johnson Dr.  
Kansas Wings V, LLC  
Charles Loflin\*  
6852 Johnson Drive  
Mission, Kansas 66202  
(913) 387-4007

Wingstop #0951 KS-Olathe-N. Parker St.  
Kansas Wings I, LLC  
Charles Loflin\*  
195 N. PARKER ST  
OLATHE, Kansas 66061  
(913) 393-9464

Wingstop #2253 KS-Overland Park-Metcalf  
Ave  
Kansas Wings VII, LLC  
Charles Loflin\*  
9113 Metcalf Ave  
Overland Park, Kansas 66212  
(913) 982-9464

Wingstop #2326 KS-Overland Park-W 135th St  
Kansas Wings VIII, LLC  
Charles Loflin\*  
7115 W. 135th St  
Overland Park, Kansas 66223  
(913) 800-9464

Wingstop #2177 KS-Salina-S. Ohio St  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1621 S. Ohio St  
Salina, Kansas 67401  
(785) 714-5100

Wingstop #0952 KS-Shawnee-Shawnee Mission  
Kansas Wings II, LLC  
Charles Loflin\*  
11910 SHAWNEE MISSION PKWY  
SHAWNEE, Kansas 66216  
(913) 354-9464

Wingstop #0838 KS-Wichita-Taft St  
VWS Restaurants, LLC  
Irfaan Lalani\*  
7325 W TAFT ST STE 106  
WICHITA, Kansas 67209-2089  
(316) 773-4300

Wingstop #1766 KS-Wichita-S. Seneca St.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
2548 S. SENECA STREET  
Wichita, Kansas 67217  
(316) 925-7500

Wingstop #1998 KS-Wichita-W 21st St.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
2095 W. 21st Street Suite 100  
Wichita, Kansas 67203  
(316) 710-5400

Wingstop #2303 KS-Wichita-E. Harry St.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
7809 E. Harry Street  
Wichita, Kansas 67207  
(316) 444-9464

## **KENTUCKY**

Wingstop #1082 KY-Bowling Green-Nashville  
Randal Bowling Green Wings, LLC  
Manojkumar (Manoj) Patel\*  
2435 NASHVILLE RD STE 106  
BOWLING GREEN, Kentucky 42101-4034  
(270) 843-9464

Wingstop #0608 KY-Louisville-Dixie Hwy  
Louisville Wings, LLC  
John (Eddie) Williams\*  
4812 DIXIE HWY  
LOUISVILLE, Kentucky 40216-2504  
(502) 409-6000

Wingstop #0771 KY-Louisville-Hurstbourne  
Hurstbourne Wings LLC  
John (Eddie) Williams\*  
2007 S HURSTBOURNE PKWY  
LOUISVILLE, Kentucky 40220-1623  
(502) 491-7171

Wingstop #1549 KY-Louisville-Outer Loop  
Festival Wings Limited Liability Company  
John (Eddie) Williams\*  
4659 OUTER LOOP  
LOUISVILLE, Kentucky 40219  
(502) 750-9464

Wingstop #1608 KY-Louisville-Westport Rd  
Goose Creek Wings Limited Liability Company  
John (Eddie) Williams\*  
9401 Westport Rd #101  
LOUISVILLE, Kentucky 40241-2219  
(502) 237-9464

Wingstop #2439 KY-Louisville-Bardstown Rd  
Bardstown RD Wings, LLC  
John (Eddie) Williams\*  
6209 Bardstown Rd, Ste B  
Louisville, Kentucky 40291  
(502) 785-9464

Wingstop #2463 KY-Louisville-New Cut  
Taylor Blvd Wings, LLC  
John (Eddie) Williams\*  
5524 C New Cut Rd  
Louisville, Kentucky 40291  
(502) 791-9464

Wingstop #0257 KY-Paducah  
Word Enterprises LLC  
Joe Word  
5187 HINKLEVILLE RD STE I  
PADUCAH, Kentucky 42001-9681  
(270) 415-9264

## LOUISIANA

Wingstop #1974 LA-Alexandria-S. MacArthur  
Dr  
Burke Alex Wings, LLC  
Barry Burke\*  
2303 S. MacArthur Drive  
Alexandria, Louisiana 71301  
(318) 545-7900

Wingstop #0082 LA-Baton Rouge-Sherwood  
Forest Blvd  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
3034 S SHERWOOD FOREST BLVD STE 1B  
BATON ROUGE, Louisiana 70816-2219  
(225) 291-9464

Wingstop #0539 LA-Baton Rouge-Bluebonnet  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
9880 BLUEBONNET BLVD STE C-3A  
BATON ROUGE, Louisiana 70810-6462  
(225) 400-9464

Wingstop #1358 LA-Baton Rouge-Florida Ave  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
9600 FLORIDA BLVD STE 100  
BATON ROUGE, Louisiana 70815-1110  
(225) 218-4500

Wingstop #1750 LA-Baton Rouge-Arlington  
Creek Center Blvd  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
660 ARLINGTON CREEK CENTER BLVD  
SUITE 4E  
Baton Rouge, Louisiana 70820  
(225) 529-2622

Wingstop #1853 LA-Baton Rouge-Siegen Lane  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
7089 Siegen Lane  
Baton Rouge, Louisiana 70809  
(225) 250-1673

Wingstop #0888 LA-Central City-Wax Rd  
Central Investment Group, LLC  
Kenneth Kelly\*  
14455 WAX RD STE T  
Baton Rouge, Louisiana 70818  
(225) 261-3333

Wingstop #0246 LA-Bossier City  
Royal Restaurants, LLC  
Alana Belton\*  
2119 Airline Drive, Suite 500  
BOSSIER CITY, Louisiana 71111-3667  
(318) 746-6666

Wingstop #2292 LA-Broussard-S. Bernard Rd  
Burke Bro Wings LLC  
Barry Burke\*  
1137 S. Bernard Rd, Suite J  
Broussard, Louisiana 70518  
(337) 330-2800

Wingstop #2490 LA-Carencro-NE Evangeline  
Thurway  
Burke Bro Wings LLC  
Barry Burke\*  
3500 NE Evangeline Thruway, Suite D  
Carencro, Louisiana 70520  
(337) 520-2497

Wingstop #2336 LA-Chalmette-W Judge Perez  
Dr  
OM Chalmette Wings Inc.  
Kalpesh Patel\*  
8100 W. Judge Perez Dr, Ste 3  
Chalmette, Louisiana 70043  
(504) 270-1664

Wingstop #1867 LA-Denham Springs-Juban Rd  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
27800 Juban Road Suite 7  
Denham Springs, Louisiana 70726  
(225) 271-5525

Wingstop #0459 LA-Gonzales  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
122 S AIRLINE HWY, STE D  
GONZALES, Louisiana 70737  
(225) 644-9464

Wingstop #0823 LA-Gretna-Terry Pkwy  
OM Gretna Wings, Inc.  
Kalpesh Patel\*  
651 TERRY PKWY STE 112  
GRETNA, Louisiana 70056-4305  
(504) 366-4155

Wingstop #1748 LA-Hammond-SW Railroad  
Ave  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
1712 SW RAILROAD AVE, SUITE 2 Unit B  
Hammond, Louisiana 70403  
(985) 602-4960

Wingstop #0049 LA-Houma  
Burke Houma Wings, LLC  
Barry Burke\*  
500 CORPORATE DR STE L  
HOUMA, Louisiana 70360-2837  
(985) 857-9464

Wingstop #0133 LA-Lafayette-Ambassador  
RD Wings, LLC  
Rohan Dawra\*  
2865 AMBASSADOR CAFFERY PKWY STE  
113  
LAFAYETTE, Louisiana 70506-5943  
(337) 993-9464

Wingstop #0592 LA-Lake Charles-Ryan St  
GSR Restaurants LA LLC  
Rahul Agrawal\*  
2950 RYAN ST STE B  
LAKE CHARLES, Louisiana 70601-8582  
(337) 436-9464

Wingstop #1593 LA-Lake Charles-Nelson Rd  
GSR Restaurants LA LLC  
Rahul Agrawal\*  
4740 NELSON RD  
LAKE CHARLES, Louisiana 70605  
(337) 888-9464

Wingstop #0802 LA-Metairie-Veterans  
Memorial Blvd  
OM Metairie Wings, Inc.  
Kalpesh Patel\*  
4704 VETERANS MEMORIAL BLVD #103  
METAIRIE, Louisiana 70006  
(504) 885-0022

Wingstop #2447 LA-Metairie-Airline Dr  
OM Airline-Metairie Wings, Inc.  
Kalpesh Patel\*  
2701 Airline Dr, Unit Q  
METAIRIE, Louisiana 70001  
(504) 323-4542

Wingstop #2500 LA-Metairie-Wilshire Plaza  
OM Airline-Metairie Wings, Inc.  
Kalpesh Patel\*  
743 Veterans Memorial Blvd, Space E  
METAIRIE, Louisiana 70005  
(504) 302-8980

Wingstop #0107 LA-Monroe-Sterlington Rd  
Royal Restaurants, LLC  
Alana Belton\*  
2340 STERLINGTON RD  
MONROE, Louisiana 71203-3044  
(318) 388-8824

Wingstop #1330 LA-New Iberia-E. Admiral  
Doyle Dr.  
RD Wings, LLC  
Rohan Dawra\*  
715 E. ADMIRAL DOYLE DR. STE A  
NEW IBERIA, Louisiana 70560  
(337) 321-6322

Wingstop #1184 LA-New Orleans-N. Carrollton  
Ave.  
OM Carrollton Wings, Inc.  
Kalpesh Patel\*  
520 N. CARROLLTON AVENUE  
NEW ORLEANS, Louisiana 70119  
(504) 518-4952

Wingstop #1221 LA-New Orleans-Chef  
Menteur Hwy  
OM Chef Wings Inc.  
Kalpesh Patel\*  
4242 CHEF MENTEUR HWY  
NEW ORLEANS, Louisiana 70126  
(504) 644-4477

Wingstop #0360 LA-Ruston  
Royal Restaurants, LLC  
Alana Belton\*  
720 CELEBRITY DRIVE STE 187  
RUSTON, Louisiana 71270-3875  
(318) 254-5117

Wingstop #0109 LA-Shreveport  
Royal Restaurants, LLC  
Alana Belton\*  
779 SHREVEPORT BARKSDALE HWY  
SHREVEPORT, Louisiana 71105-2201  
(318) 868-3133

Wingstop #0513 LA-Shreveport-Westport  
Royal Restaurants, LLC  
Alana Belton\*  
6205 WESTPORT AVE STE 400  
SHREVEPORT, Louisiana 71129-2327  
(318) 687-5000

Wingstop #1921 LA-Slidell-Lindberg Dr  
Harmony Holdings LA LLC  
Rahul Agrawal\*  
1806 Lindberg Drive  
Slidell, Louisiana 70458  
(985) 265-7797

Wingstop #0311 LA-Thibodaux  
Burke Thibodaux Wings, LLC  
Barry Burke\*  
612 N CANAL BLVD  
THIBODAUX, Louisiana 70301-8070  
(985) 448-9464

Wingstop #0016 LA-West Monroe  
Royal Restaurants, LLC  
Alana Belton\*  
4920 CYPRESS ST LOT F  
WEST MONROE, Louisiana 71291-7673  
(318) 397-9464

Wingstop #0512 LA-Zachary-Main St  
Central Investment Group, LLC  
Kenneth Kelly\*  
5875 MAIN ST STE B  
ZACHARY, Louisiana 70791-4054  
(225) 654-9464

### **MARYLAND**

Wingstop #1437 MD-Baltimore-Harford Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
7613 HARFORD ROAD  
BALTIMORE, Maryland 21234-6401  
(443) 835-1038



Wingstop #1531 MD-Baltimore-Philadelphia Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
8631(3) PHILADELPHIA RD # 180  
BALTIMORE, Maryland 21237-3020  
(443) 815-3920

Wingstop #1108 MD-Baltimore-Patterson Ave  
4117 Patterson LLC  
Bhupen Patel  
4117 PATTERSON AVENUE  
BALTIMORE, Maryland 21215-2221  
(443) 390-9464

Wingstop #0825 MD-Bowie-Excelsior Dr  
Sizzling Wings, LLC  
Nathan Garn\*  
15477 EXCELSIOR DR  
BOWIE, Maryland 20716-2208  
(301) 352-9464

Wingstop #1930 MD-Catonsville-Maiden  
Choice Lane  
Shivaji, LLC  
Arpit Patel\*  
817 Maiden Choice Lane  
Catonsville, Maryland 21228  
(443) 575-6072

Wingstop #1342 MD-Clinton-Old Branch Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
7706 OLD BRANCH AVE.  
CLINTON, Maryland 20735  
(301) 265-5014

Wingstop #2145 MD-Cockeysville-York Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
10015 York Road  
Cockeysville, Maryland 21030  
(443) 933-9464

Wingstop #1892 MD-Dundalk-Merritt Blvd  
Destiny Wings Four, LLC  
Cheryl Glover\*  
1135 Merritt Blvd  
Dundalk, Maryland 21222  
(443) 399-5500

Wingstop #1835 MD-Ellicott City-Baltimore Ntl  
Pike  
Redcow Polity VII, LLC  
Daniel Remaklus\*  
9338 Baltimore National Pike  
Ellicott City, Maryland 21042  
(410) 988-5316

Wingstop #1295 MD-Forestville-Donnell Dr  
Sizzling Wings, LLC  
Nathan Garn\*  
3443 DONNELL DR. STE 3  
FORESTVILLE, Maryland 20747-3210  
(667) 205-9464

Wingstop #1425 MD-Frederick-W. Patrick St  
RedCow Polity V, LLC  
Daniel Remaklus\*  
1031 W. PATRICK ST  
FREDERICK, Maryland 21702-3903  
(301) 378-8314

Wingstop #0103 MD-Gaithersburg  
RedCow Polity II, L.L.C.  
Daniel Remaklus\*  
20201 GOSHEN RD SPC G  
GAITHERSBURG, Maryland 20879-4000  
(301) 977-8060

Wingstop #1462 MD-Gaithersburg-Flower Hill  
Way  
RedCow Polity VI, LLC  
Daniel Remaklus\*  
18230 FLOWER HILL WAY  
GAITHERSBURG, Maryland 20879-5300  
(240) 683-9464

Wingstop #1326 MD-Germantown-Middlebrook  
Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
13044 MIDDLEBROOK RD  
GERMANTOWN, Maryland 20874-2617  
(240) 261-4098

Wingstop #0676 MD-Glen Burnie-Ritchie Hwy  
Destiny Wings One, LLC  
Cheryl Glover\*  
6710-A RITCHIE HWY  
GLEN BURNIE, Maryland 21061-2319  
(410) 766-9464

Wingstop #1372 MD-Hagerstown-Wesel Blvd  
Drums of Heaven 4 LLC  
Binoy Patel\*  
1580 WESEL BLVD STE D  
HAGERSTOWN, Maryland 21740-2503  
(240) 513-6099

Wingstop #1114 MD-Hanover-Annapolis Rd  
Destiny Wings Three, LLC  
Cheryl Glover\*  
2637-B ANNAPOLIS RD  
HANOVER, Maryland 21076-1793  
(443) 274-2429

Wingstop #1140 MD-Hyattsville-Belcrest Rd.  
Pramukh Eatery LLC  
Himanshu (Bobby) Shah\*  
6211 BELCREST ROAD STE 103  
HYATTSVILLE, Maryland 20782  
(240) 696-5167

Wingstop #0839 MD-Laurel-Baltimore Ave  
Destiny Wings Two, LLC  
Cheryl Glover\*  
14623 BALTIMORE AVE  
LAUREL, Maryland 20707-4902  
(301) 776-9464

Wingstop #1242 MD-New Carrollton-Annapolis Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
8470 ANNAPOLIS RD SPC 3  
NEW CARROLLTON, Maryland 20784-3013  
(240) 582-7630

Wingstop #2107 MD-Owings Mills-  
Reisterstown Rd  
SHIVAJI II LLC  
Arpit Patel\*  
9101 Reisterstown Road  
Owings Mills, Maryland 21117  
(667) 888-9464

Wingstop #1508 MD-Oxon Hill-Oxon Hill Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
6019 OXON HILL RD STE D  
OXON HILL, Maryland 20745-3129  
(240) 414-9100

Wingstop #1228 MD-Rockville-Rockville Pike  
Sizzling Wings, LLC  
Nathan Garn\*  
891 ROCKVILLE PIKE  
ROCKVILLE, Maryland 20852  
(301) 417-8719

Wingstop #0238 MD-Rockville  
RedCow Polity, L.L.C.  
Daniel Remaklus\*  
14925 SHADY GROVE RD UNIT H  
ROCKVILLE, Maryland 20850-7731  
(301) 309-9464

Wingstop #2370 MD-Severna Park-Ritchie Hwy  
Destiny Wings Five LLC  
Cheryl Glover\*  
350a Ritchie Hwy  
Severna Park, Maryland 21146  
(443) 508-8586

Wingstop #0737 MD-Silver Spring-Connecticut  
Redcow Polity IV, LLC  
Daniel Remaklus\*  
13633 CONNECTICUT AVE  
SILVER SPRING, Maryland 20906-2914  
(301) 438-9464

Wingstop #1210 MD-Takoma Park-New  
Hampshire Ave  
Mahant Eatery LLC  
Himanshu (Bobby) Shah\*  
7659 NEW HAMPSHIRE AVE  
TAKOMA PARK, Maryland 20912  
(240) 641-5852

Wingstop #1404 MD-Hillcrest Heights-Branch  
Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
3737 BRANCH AVE  
Temple Hill, Maryland 20748  
(301) 276-4412

Wingstop #1227 MD-Waldorf-Smallwood Dr.  
W  
Sizzling Wings, LLC  
Nathan Garn\*  
1302 SMALLWOOD DR. W SUITE F11  
WALDORF, Maryland 20603  
(301) 885-0041

## **MASSACHUSETTS**

Wingstop #1371 MA-Brockton-Torrey St  
Brockton Wings LLC  
Jitendra Patel\*  
21 TORREY ST. STE 15A  
BROCKTON, Massachusetts 02301-4849  
(774) 381-7994

Wingstop #1233 MA-East Boston-Border Street  
East Boston Minuteman Wings LLC  
Mark Justice\*  
173 BORDER STREET  
EAST BOSTON, Massachusetts 02128  
(617) 569-9464

Wingstop #1185 MA-Medford-Fellsway  
Medford Minuteman Wings LLC  
Mark Justice\*  
678 FELLSWAY  
MEDFORD, Massachusetts 02155-4901  
(781) 391-9464

Wingstop #1251 MA-Randolph-Warren St  
Randolph 1 Wings LLC  
Jitendra Patel\*  
29 WARREN ST.  
RANDOLPH, Massachusetts 02368-4015  
(781) 963-9464

Wingstop #2223 MA-Revere-Everett St  
Revere Minuteman Wings LLC  
Mark Justice\*  
5 Everett St, Space 5B  
Revere, Massachusetts 02151  
(781) 629-7393

Wingstop #1429 MA-Roslindale-American  
Legion Hwy  
Roslindale Wings LLC  
Jitendra Patel\*  
950 AMERICAN LEGION HWY, STE 9  
ROSLINDALE, Massachusetts 02131  
(617) 206-4774

Wingstop #2396 MA-Saugus-Broadway  
Saugus Minuteman Wings LLC  
Mark Justice\*  
352C Broadway  
Saugus, Massachusetts 01906  
(781) 813-3883

Wingstop #1303 MA-Worcester-Southbridge St.  
Worcester Wings LLC  
Jitendra Patel\*  
542 SOUTHBRIDGE ST.  
WORCESTER, Massachusetts 01610  
(774) 243-9464

## **MICHIGAN**

Wingstop #1871 MI-Ann Arbor-Washtenaw Rd  
WING IT NORTH ROYAL OAK, LLC  
Arnon (Tommy) Pipatjarasgit\*  
3500 Washtenaw Rd Ste F  
Ann Arbor, Michigan 48104  
(734) 356-8600

Wingstop #2369 MI-Auburn Hills-N. Squirrel  
WING IT NORTH - ROSEVILLE, LLC  
Arnon (Tommy) Pipatjarasgit\*  
2572 N. Squirrel Rd  
Auburn Hills, Michigan 48326  
(947) 209-8986

Wingstop #1949 MI-Benton Harbor-Mall Drive  
CWK Benton Harbor, LLC  
Asheesh Seth\*  
1396 Mall Drive  
Benton Harbor, Michigan 49022  
(269) 605-4852

Wingstop #2187 MI-Bloomfield Hills-S.  
Telegraph Rd  
WING IT NORTH ROYAL OAK, LLC  
Arnon (Tommy) Pipatjarasgit\*  
1981 S. Telegraph Rd  
Bloomfield Hills, Michigan 48302  
(947) 237-8900

Wingstop #1829 MI-Canton-Ford Rd  
WING IT NORTH - ROSEVILLE, LLC  
Arnon (Tommy) Pipatjarasgit\*  
39904 Ford Road  
Canton, Michigan 48187  
(734) 899-3500

Wingstop #1769 MI-Dearborn-Ford Rd  
Wing It North - Lincoln Park, LLC  
Arnon (Tommy) Pipatjarasgit\*  
16351 FORD RD  
DEARBORN, Michigan 48126  
(313) 771-9464

Wingstop #2197 MI-Dearborn Heights-Ford Rd  
Wing It North - Lincoln Park, LLC  
Arnon (Tommy) Pipatjarasgit\*  
26445 Ford Road  
Dearborn Heights, Michigan 48127  
(313) 612-9464

Wingstop #1417 MI-Detroit-W. 8 Mile Rd.  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
1331 W. 8 MILE RD.  
DETROIT, Michigan 48203  
(313) 305-4797

Wingstop #1671 MI-Detroit-W. Vernor Hwy  
WING IT NORTH - ROSEVILLE, LLC  
Arnon (Tommy) Pipatjarasgit\*  
6166 W. VERNOR HWY  
DETROIT, Michigan 48209  
(313) 751-9464

Wingstop #0853 MI-Eastpointe-Gratiot Ave  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
22511 GRATIOT AVE  
EASTPOINTE, Michigan 48021-0360  
(586) 498-9464

Wingstop #1512 MI-Grand Rapids-28th St. SE  
Rapid Wings Inc.  
Chirag Patel\*  
3923 28TH ST SE  
GRAND RAPIDS, Michigan 49512-1805  
(616) 369-9464

Wingstop #2414 MI-Grand Rapids-Alpine Ave  
NW  
OM Alpine Grand Rapids Wings Inc.  
Kalpesh Patel\*  
2505 Alpine Ave NW, Unit B  
Grand Rapids, Michigan 49544  
(616) 228-8087

Wingstop #2455 MI-Kalamazoo-W. Main St.  
OM Main Kalamazoo Wings Inc.  
Kalpesh Patel\*  
5021 W. Main St.  
Kalamazoo, Michigan 49009  
(269) 263-2969

Wingstop #2502 MI-Kalamazoo-Gull Rd  
OM Gull Kalamazoo Wings, Inc.  
Kalpesh Patel\*  
5911 Gull Rd  
Kalamazoo, Michigan 49048  
(269) 263-3060

Wingstop #2315 MI-Lansing-W Saginaw Hwy  
OM Saginaw Lansing Wings Inc.  
Kalpesh Patel\*  
5857 W. Saginaw Hwy, Unit 21  
Lansing, Michigan 48917  
(517) 220-0170

Wingstop #1540 MI-Lincoln Park-Southfield Rd  
Wing It North - Lincoln Park, LLC  
Arnon (Tommy) Pipatjarasgit\*  
1871 SOUTHFIELD RD  
LINCOLN PARK, Michigan 48146  
(313) 356-7867

Wingstop #0624 MI-Livonia-Schoolcraft Rd  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
28517 SCHOOLCRAFT RD STE A110  
LIVONIA, Michigan 48150-2237  
(734) 522-9464

Wingstop #1960 MI-Macomb Township-Hall  
Rd  
Wing It North - Royal Oak, LLC  
Arnon (Tommy) Pipatjarasgit\*  
18427 Hall Road  
Macomb, Michigan 48044  
(586) 300-9464

Wingstop #2299 MI-Monroe-N Telegraph Rd  
WING IT NORTH - TAYLOR LLC  
Arnon (Tommy) Pipatjarasgit\*  
2209 N. Telegraph Rd  
Monroe, Michigan 48162  
(734) 636-9464

Wingstop #2501 MI-Muskegon-Henry St.  
OM Henry Muskegon Wings Inc.  
Kalpesh Patel\*  
3355 Henry St., Suite A1  
Muskegon, Michigan 49441  
(231) 233-8982

Wingstop #2486 MI-Northville-Haggerty Rd  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
20570 Haggerty Rd  
Northville, Michigan 48167  
(947) 218-3282

Wingstop #2403 MI-Portage-S. Westnedge Ave  
OM Portage Wings Inc.  
Kalpesh Patel\*  
5228B S. Westnedge Ave  
Portage, Michigan 49002  
(269) 224-4346

Wingstop #2186 MI-Rochester Hills-S  
Rochester Rd  
Rochester Hills Wings, LLC  
Prel Shkreli\*  
2933 South Rochester Rd  
Rochester Hills, Michigan 48307  
(248) 289-6464

Wingstop #1555 MI-Roseville-Gratiot Ave  
WING IT NORTH - ROSEVILLE, LLC  
Arnon (Tommy) Pipatjarasgit\*  
31042 GRATIOT AVE  
ROSEVILLE, Michigan 48066  
(586) 541-2828

Wingstop #1550 MI-Royal Oak-Woodward Ave  
WING IT NORTH ROYAL OAK, LLC  
Arnon (Tommy) Pipatjarasgit\*  
32980 WOODWARD AVE  
ROYAL OAK, Michigan 48073  
(248) 985-7867

Wingstop #1618 MI-Shelby Township-23 Mile  
Rd  
Macomb Wings, LLC  
Prel Shkreli\*  
12459 23 MILE ROAD  
SHELBY TOWNSHIP, Michigan 48315  
(586) 488-1705

Wingstop #1392 MI-Southfield-Evergreen Rd  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
25110 EVERGREEN RD  
SOUTHFIELD, Michigan 48075  
(248) 350-9464

Wingstop #2081 MI-Sterling Heights-Van Dyke  
Ave  
Wing It North - Taylor, LLC  
Arnon (Tommy) Pipatjarasgit\*  
35374 Van Dyke Ave  
Sterling Heights, Michigan 48312  
(586) 981-5900

Wingstop #1544 MI-Taylor-Telegraph Rd  
WING IT NORTH - TAYLOR LLC  
Arnon (Tommy) Pipatjarasgit\*  
9135 TELEGRAPH RD  
TAYLOR, Michigan 48180-2365  
(734) 688-9464

Wingstop #2543 MI-Van Buren Charter Twp-  
Belleville Rd  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
9578 Belleville Rd  
Van Buren Charter Twp, Michigan 48111  
(734) 706-9464

Wingstop #2298 MI-Walled Lake-E West Maple  
Rd  
Wing It North - Taylor, LLC  
Arnon (Tommy) Pipatjarasgit\*  
1102 E. West Maple Rd  
Walled Lake, Michigan 48390  
(947) 209-6595

Wingstop #0667 MI-Warren-Dequindre Rd  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
28656 DEQUINDRE RD  
WARREN, Michigan 48092-2467  
(586) 751-9464

Wingstop #2050 MI-Warren-Hoover Rd  
Wing It North - Lincoln Park, LLC  
Arnon (Tommy) Pipatjarasgit\*  
26651 & 26645 Hoover Rd  
Warren, Michigan 48089  
(586) 981-5800

Wingstop #2567 MI-Waterford Township-  
Highland Rd  
Wing It North - Lincoln Park, LLC  
Arnon (Tommy) Pipatjarasgit\*  
4998 Highland Rd  
Waterford Township, Michigan 48328

Wingstop #2166 MI-Wayne-E Michigan Ave  
Wing It North Michigan LLC  
Arnon (Tommy) Pipatjarasgit\*  
35165 E. Michigan Ave  
Wayne, Michigan 48184  
(734) 405-8800

Wingstop #1718 MI-Woodhaven-Allen Rd  
Wing It North - Taylor, LLC  
Arnon (Tommy) Pipatjarasgit\*  
23108 ALLEN RD  
WOODHAVEN, Michigan 48183  
(734) 415-9464

Wingstop #1659 MI-Wyoming-28th St. SW  
Wyoming Wings Inc.  
Chirag Patel\*  
1633 28TH ST. SW STE A  
WYOMING, Michigan 49519-2608  
(616) 266-9464

Wingstop #2358 MI-Wyoming-Health Dr. SW  
OM Wyoming Wings Inc.  
Kalpesh Patel\*  
2380 Health Dr. SW, Unit 102  
Wyoming, Michigan 49519  
(616) 226-0886

### **MINNESOTA**

Wingstop #1005 MN-Brooklyn Center-Shingle  
Creek Crossing  
Beehive Brands LLC  
Jonathan Graves\*  
1180 SHINGLE CREEK CROSSING  
BROOKLYN CENTER, Minnesota 55430-2831  
(763) 600-6417

Wingstop #0769 MN-Roseville-Snelling Ave  
Beehive Brands LLC  
Jonathan Graves\*  
2100 SNELLING AVE #66C  
ROSEVILLE, Minnesota 55113-6000  
(651) 330-6112

### **MISSISSIPPI**

Wingstop #1590 MS-Clarksdale-Issaquena Ave  
Boss Wings XXX, LLC  
Tawanda Roberts  
300 ISSAQUENA AVE  
CLARKSDALE, Mississippi 38614  
(662) 627-2393

Wingstop #0514 MS-Clinton  
Delta Wings #4 LLC  
Stephen Stewart\*  
1001 HAMPSTEAD BLVD  
CLINTON, Mississippi 39056-5206  
(601) 924-2423

Wingstop #1639 MS-Flowood-Lakeland Pl  
Delta Wings 5, LLC  
Stephen Stewart\*  
901 LAKELAND PL STE 5A  
FLOWOOD, Mississippi 39232-6633  
(601) 398-0174

Wingstop #0118 MS-Gulfport  
Wing King, Inc.  
Susan Hurt  
1307 E PASS RD  
GULFPORT, Mississippi 39507-3406  
(228) 896-5556

Wingstop #0870 MS-Hattiesburg-Hardy St  
Harmony Holdings MS LLC  
Rahul Agrawal\*  
3317 HARDY ST STE 30  
HATTIESBURG, Mississippi 39401-6969  
(601) 909-2191

Wingstop #0182 MS-Jackson-Ellis  
Delta Wings #2, LLC  
Stephen Stewart\*  
1430 ELLIS AVE  
JACKSON, Mississippi 39204-2204  
(601) 969-0606

Wingstop #0453 MS-Jackson-State  
Delta Wings #3, LLC  
Stephen Stewart\*  
952 N STATE ST  
JACKSON, Mississippi 39202-2613  
(601) 969-6400

Wingstop #0876 MS-Olive Branch-Goodman Rd  
Memphis Wings Operations, LLC  
Troy Morrison\*  
7465 GOODMAN RD  
OLIVE BRANCH, Mississippi 38654-2001  
(662) 893-1880

Wingstop #0832 MS-Oxford-Jackson Ave  
Memphis Wings Operations, LLC  
Troy Morrison\*  
1522 W JACKSON AVE  
OXFORD, Mississippi 38655-4249  
(662) 380-5667

Wingstop #0151 MS-Ridgeland-Hwy 51 N  
Delta Wings #1, LLC  
Stephen Stewart\*  
398 HIGHWAY 51 N STE 40  
RIDGELAND, Mississippi 39157-4430  
(601) 605-0504

Wingstop #2507 MS-Southaven-Malco Blvd  
Memphis Wings Operations, LLC  
Troy Morrison\*  
7075 Malco Blvd, Suite 103  
Southaven, Mississippi 38671  
(662) 440-9464

Wingstop #0777 MS-Starkville-Hwy 12 West  
Memphis Wings Operations, LLC  
Troy Morrison\*  
808 HWY 12 WEST  
STARKVILLE, Mississippi 39759-3580  
(662) 268-8488

Wingstop #0753 MS-Tupelo-Main St  
Memphis Wings Operations, LLC  
Troy Morrison\*  
2590 W MAIN ST  
TUPELO, Mississippi 38801-3150  
(662) 260-4922

Wingstop #1822 MS-Vicksburg-Iowa Blvd  
Delta Wings 6, LLC  
Stephen Stewart\*  
2310 Iowa Blvd  
Vicksburg, Mississippi 39180  
(601) 636-8114

## MISSOURI

Wingstop #0752 MO-Arnold-State Route 141  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
3882 STATE ROUTE 141  
ARNOLD, Missouri 63010-1403  
(636) 287-9400

Wingstop #0536 MO-Blue Springs-Coronado  
Missouri Wings 1, LLC  
Charles Loflin\*  
481 NE CORONADO  
BLUE SPRINGS, Missouri 64014-3000  
(816) 224-9464

Wingstop #1758 MO-Bridgeton-St. Charles  
Rock Rd  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
12294 ST. CHARLES ROCK ROAD  
BRIDGETON, Missouri 63044  
(314) 639-9464

Wingstop #1183 MO-Columbia-E. Broadway  
B2 Wings, LLC  
Brett Stewart\*  
2703 E. BROADWAY SUITE 236  
COLUMBIA, Missouri 65201-6399  
(573) 442-1447

Wingstop #1673 MO-Fenton-Gravois Bluffs Cir  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
98 GRAVOIS BLUFFS CIR STE C  
FENTON, Missouri 63026  
(636) 484-9464

Wingstop #0166 MO-Ferguson  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
10841 W FLORISSANT AVE  
FERGUSON, Missouri 63136-2405  
(346) 335-7446

Wingstop #0097 MO-Florissant  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
8222 N LINDBERGH BLVD  
FLORISSANT, Missouri 63031-7107  
(314) 830-9464

Wingstop #2221 MO-Grandview-US 71 Hwy  
Missouri Wings VIII, LLC  
Charles Loflin\*  
12346 S. US 71 Highway  
Grandview, Missouri 64030  
(816) 710-6898

Wingstop #0708 MO-Independence-US 40 Hwy  
Missouri Wings II, LLC  
Charles Loflin\*  
11825 US 40, STE C  
INDEPENDENCE, Missouri 64055  
(816) 353-9464

Wingstop #1971 MO-Jefferson City-Missouri  
Blvd  
B1 Wings, LP  
Brett Stewart\*  
2120 Missouri Blvd, Suite B  
Jefferson City, Missouri 65109  
(572) 616-4080

Wingstop #1061 MO-Kansas City-E. 50th  
Terrace  
Missouri Wings III, LLC  
Charles Loflin\*  
4203 E. 50TH TERRACE  
KANSAS CITY, Missouri 64130-2851  
(816) 921-7867

Wingstop #1797 MO-Kansas City-State Line  
Road  
Missouri Wings V, LLC  
Charles Loflin\*  
8019 State Line Road  
Kansas City, Missouri 64114  
(816) 216-1188

Wingstop #2203 MO-Kansas City-NW Barry  
Rd  
Missouri Wings X, LLC  
Charles Loflin\*  
31 NW Barry Rd  
Kansas City, Missouri 64155  
(816) 708-2205

Wingstop #0116 MO-Kansas City  
KC Wingteam, LLC  
Daniel Ward  
313 N CHOUTEAU TRFY  
ANSAS CITY, Missouri 64117-1724  
(816) 454-9464

Wingstop #2052 MO-Lee's Summit-NE Sam  
Walton Ln  
Missouri Wings VI, LLC  
Charles Loflin\*  
1041 NE Sam Walton Lane, Suite D  
Lee's Summit, Missouri 64086  
(816) 347-7477

Wingstop #0611 MO-Normandy-Natural Bridge  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
7201 NATURAL BRIDGE RD STE B  
NORMANDY, Missouri 63121-5023  
(314) 389-9464

Wingstop #0217 MO-O'Fallon  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
8610 MEXICO RD  
O FALLON, Missouri 63366-7507  
(636) 272-9464

Wingstop #0492 MO-Overland-Overland Plaza  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
9164 OVERLAND PLZ  
OVERLAND, Missouri 63114-6123  
(314) 427-9464

Wingstop #2085 MO-Raymore-W. Foxwood Dr  
Missouri Wings VII, LLC  
Charles Loflin\*  
1941 W. Foxwood Drive  
Raymore, Missouri 64083  
(816) 322-3324

Wingstop #1795 MO-Raytown-E. State Route  
350  
Missouri Wings IV, LLC  
Charles Loflin\*  
9315 E. STATE ROUTE 350  
RAYTOWN, Missouri 64133  
(816) 886-2695



Wingstop #1019 MO-Richmond Heights-Hanley Rd  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
1600 S HANLEY RD  
RICHMOND HEIGHTS, Missouri 63144-2906  
(314) 695-9464

Wingstop #0120 MO-St. Louis-S Grand Blvd  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
3626 S GRAND BLVD  
SAINT LOUIS, Missouri 63118-3404  
(314) 776-9464

Wingstop #0648 MO-St. Louis-Lindell Blvd  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
4045 LINDELL BLVD  
SAINT LOUIS, Missouri 63108-3201  
(314) 531-9464

Wingstop #0043 MO-Springfield-Battlefield B4 Wings LP  
Brett Stewart\*  
303C E BATTLEFIELD RD  
SPRINGFIELD, Missouri 65807-4903  
(417) 890-9889

Wingstop #1244 MO-Springfield-N Kansas Expy  
B3 Wings, LLC  
Brett Stewart\*  
2718 N. KANSAS EXPY SUITE C  
SPRINGFIELD, Missouri 65803  
(417) 869-4877

Wingstop #1917 MO-St Charles-1st Capitol Dr  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
2088 1st Capitol Drive  
St. Charles, Missouri 63301  
(636) 755-9464

Wingstop #2047 MO-St. Joseph-N. Belt Hwy  
VWS Restaurants, LLC  
Irfaan Lalani\*  
2115 N. Belt Highway Suite C  
St. Joseph, Missouri 64506  
(816) 722-7200

Wingstop #1915 MO-St. Peters-Mid Rivers Mall Dr  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
417 Mid Rivers Mall Drive  
St. Peters, Missouri 63376  
(636) 735-9464

Wingstop #1916 MO-Webster Groves-Watson  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
8057 Watson Road  
Webster Groves, Missouri 63119  
(314) 530-9464

### **NEBRASKA**

Wingstop #1733 NE-Bellevue-Cornhusker Rd  
Lord of the Wings, INC.  
Robert Morrison\*  
2012 Cornhusker Road, Suite 100  
Bellevue, Nebraska 68123  
(402) 315-9411

Wingstop #2092 NE-Grand Island-N Webb Rd  
Wing King, LLC  
Robert Hart\*  
2130 N. Webb Rd  
Grand Island, Nebraska 68803  
(308) 318-6800

Wingstop #1904 NE-Lincoln-Superior Street  
Wing King, LLC  
Robert Hart\*  
2740 Superior Street  
Lincoln, Nebraska 68504  
(531) 248-5800

Wingstop #1906 NE-Lincoln-O Street  
Wing King, LLC  
Robert Hart\*  
5001 O Street Suite E  
Lincoln, Nebraska 68510  
(531) 333-4800

Wingstop #1957 NE-Lincoln-Pine Lake Road  
Wing King, LLC  
Robert Hart\*  
2801 Pine Lake Road Suite U  
Lincoln, Nebraska 68516  
(531) 248-4800

Wingstop #1983 NE-Omaha-L Street  
Wing King, LLC  
Robert Hart\*  
3415 L Street #145  
Omaha, Nebraska 68107  
(402) 913-9100

Wingstop #2580 NE-Omaha-West Maple Rd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
15825 West Maple Rd, Suite 106  
Omaha, Nebraska 68134  
(531) 325-9464

Wingstop #0117 NE-Omaha-Blondo Street  
Fatso, Inc.  
Stephen (Steve) Morrison  
11983 BLONDO ST  
OMAHA, Nebraska 68164-3635  
(402) 934-9464

Wingstop #0542 NE-Omaha-71st Street  
Wingman, Inc.  
Robert Morrison\*  
1110 S 71ST ST STE A  
OMAHA, Nebraska 68106-1165  
(402) 502-7999

Wingstop #1579 NE-Omaha-S. 135th St  
Vaya con Wings, Inc.  
Robert Morrison\*  
4909 S. 135TH ST. STE 109  
OMAHA, Nebraska 68137  
(402) 810-9462

## **NEVADA**

Wingstop #0673 NV-Carson City-Carson St-  
HYBRID  
D&M Wingteam 4, LLC  
Dean Siracusa\*  
3965 S CARSON ST  
CARSON CITY, Nevada 89701-5528  
(775) 841-9464

Wingstop #1249 NV-Henderson-Marks St.  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
641 MARKS ST. SUITE A  
HENDERSON, Nevada 89014  
(702) 436-9464

Wingstop #1691 NV-Henderson-1421 S Boulder  
Hwy  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1421 S. BOULDER HWY  
HENDERSON, Nevada 89015  
(725) 780-7200

Wingstop #2381 NV-Henderson-St. Rose Pkwy  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3546 St. Rose Pkwy, Suite 130  
Henderson, Nevada 89052  
(725) 238-5939

Wingstop #0241 NV-Las Vegas-Santa Fe  
Station Hotel Casino  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4949 N RANCHO DR  
LAS VEGAS, Nevada 89130-3505  
(702) 312-9464

Wingstop #1119 NV-Las Vegas-S. Rainbow  
Blvd  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
903 S. RAINBOW BLVD  
Las Vegas, Nevada 89145-6230  
(702) 822-6735

Wingstop #1203 NV-Las Vegas-E Charleston  
Blvd  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1124 E CHARLESTON BLVD. STE D  
LAS VEGAS, Nevada 89104  
(702) 380-9464

Wingstop #1433 NV-Las Vegas-Boulder Hwy  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5406 BOULDER HWY STE B  
LAS VEGAS, Nevada 89122-6039  
(702) 674-9464

Wingstop #1559 NV-Las Vegas-Blue Diamond Rd  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5095 Blue Diamond Rd Ste A-7  
LAS VEGAS, Nevada 89139  
(725) 206-7600

Wingstop #1625 NV-Las Vegas-E. Eastern Ave  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
9210 S. EASTERN AVE, SUITE 110  
LAS VEGAS, Nevada 89123  
(725) 529-9464

Wingstop #1672 NV-Las Vegas-W. Rome Blvd.  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
8675 W. ROME BLVD STE 3  
LAS VEGAS, Nevada 89149  
(725) 710-9464

Wingstop #1851 NV-Las Vegas-Sahara Ave  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2411 W Sahara Ave  
Las Vegas, Nevada 89102  
(725) 241-9464

Wingstop #1888 NV-Las Vegas-Sunset and Durango St.  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
6435 S. Durango Drive, Suite 100  
Las Vegas, Nevada 89148  
(725) 269-9464

Wingstop #2071 NV-Las Vegas-Lexington Ave  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
11011 W. Charleston Blvd Suite 3  
Las Vegas, Nevada 89135  
(725) 777-4550

Wingstop #2072 NV-Las Vegas-Boulder Hwy  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4111 Boulder Highway, Suite 5  
Las Vegas, Nevada 89121  
(725) 465-8880

Wingstop #2362 NV-Las Vegas-W. Flamingo  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
9360 W. Flamingo Rd, Suite 107  
Las Vegas, Nevada 89147  
(725) 238-5929

Wingstop #2471 NV-Las Vegas-E. Tropicana  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3175 E. Tropicana Ave, Suite D  
Las Vegas, Nevada 89121  
(725) 238-6515

Wingstop #1050 NV-North Las Vegas-Losee Rd.  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5725 LOSEE RD STE 120  
NORTH LAS VEGAS, Nevada 89081-2515  
(702) 639-9464

Wingstop #1399 NV-North Las Vegas-Lake Mead Dr.  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2010 E. LAKE MEAD BLVD., SUITE D  
NORTH LAS VEGAS, Nevada 89030  
(702) 833-1299

Wingstop #2435 NCheyenne&MLK Blvd, Las Vegas  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1360 W. Cheyenne Ave, Ste 104  
North Las Vegas, Nevada 89030  
(725) 238-6747

Wingstop #0328 NV-Reno-Meadows  
D and M Wing Team 2, LLC  
Dean Siracusa\*  
720 S MEADOWS PKWY STE 1  
RENO, Nevada 89521-4843  
(775) 852-3223

Wingstop #0375 NV-Reno-Mae Anne Ave  
D & M Wing Team 3, L.L.C.  
Dean Siracusa\*  
5100 MAE ANNE AVE STE 4  
RENO, Nevada 89523-1921  
(775) 746-9464

Wingstop #1585 NV-Reno-Vista Knoll Pkwy  
D and M Wingteam 7, LLC  
Dean Siracusa\*  
200 VISTA KNOLL PKWY STE 130  
RENO, Nevada 89506-5654  
(775) 993-9464

Wingstop #0282 NV-Sparks  
Wing Mama, Inc.  
Myong Shepherd\*  
2868 VISTA BLVD STE 112  
SPARKS, Nevada 89434-8043  
(775) 356-9464

Wingstop #1612 NV-Sparks-Los Altos Pkwy  
Wing Mama, Inc.  
Myong Shepherd\*  
129 LOS ALTOS PKWY STE 101  
SPARKS, Nevada 89436  
(775) 499-5374

### **NEW HAMPSHIRE**

Wingstop #1513 NH-Manchester-2nd St  
Manchester Wings LLC  
Jitendra Patel\*  
581 2ND ST.  
MANCHESTER, New Hampshire 03102  
(603) 945-3173

Wingstop #1459 NH-Nashua-Main St  
Nashua Wings LLC  
Jitendra Patel\*  
290 MAIN ST.  
NASHUA, New Hampshire 03060  
(603) 417-3850

### **NEW JERSEY**

Wingstop #2060 NJ-Belleville-Main Street  
Brand Management WS Belleville, LLC  
Anthony Pellizzi Sr.\*  
388 MAIN STREET  
Belleville, New Jersey 07109  
(862) 626-9464

Wingstop #1334 NJ-Bergenfield-S. Washington  
Ave  
Bergenfield Wings LLC  
Vishal Patel\*  
25 S. WASHINGTON AVE  
BERGENFIELD, New Jersey 07621  
(201) 771-7771

Wingstop #2183 NJ-Burlington-Mt Holly Rd  
GSRH Wings NJ, LLC  
Rahul Agrawal\*  
1805 Mt Holly Rd, Suite 400  
Burlington, New Jersey 08016  
(908) 908-9464

Wingstop #2096 NJ-Cinnaminson-US 130  
GSRH Wings NJ, LLC  
Rahul Agrawal\*  
127 Route 130 S, Unit K  
Cinnaminson, New Jersey 08077  
(856) 800-9464

Wingstop #2147 NJ-Clementon-Blackwood-  
Clementon Rd  
GSRH Wings NJ, LLC  
Rahul Agrawal\*  
1410 Blackwood-Clementon Rd  
Clementon, New Jersey 08021  
(856) 440-9464

Wingstop #2014 NJ-Aberdeen-Rt 35 &  
Cliffwood Ave  
PCR Store 403, LLC  
Chris Rigassio\*  
315 Highway 35  
Cliffwood, New Jersey 07721  
(732) 520-3120

Wingstop #1037 NJ-Clifton-Main Ave  
Clifton Wings, LLC  
Jitendra Patel\*  
1578 MAIN AVE  
CLIFTON, New Jersey 07011-2160  
(862) 225-9464

Wingstop #1849 NJ-Deptford-Clements Bridge Rd  
GSRH Wings NJ, LLC  
Rahul Agrawal\*  
2000 Clements Bridge Road  
Deptford, New Jersey 08096  
(856) 864-9464

Wingstop #1952 NJ-Eatontown-Rt35 & Wyckoff Rd  
PCR Store 404, LLC  
Chris Rigassio\*  
151 Highway 35N  
Eatontown, New Jersey 07724  
(732) 982-4345

Wingstop #1375 NJ-Edison-Lincoln Highway  
Edison Wings LLC.  
Vishal Patel\*  
2132 LINCOLN HWY  
EDISON, New Jersey 08817-3332  
(732) 902-2000

Wingstop #0770 NJ-Elizabeth-Elmora Ave  
Enjoy Wings, LLC  
Vishal Patel\*  
178B ELMORA AVE  
ELIZABETH, New Jersey 07202-2119  
(908) 558-9464

Wingstop #1570 NJ-Ewing-N. Olden Ave.  
Capital Wings LLC  
Vishal Patel\*  
1566A N. OLDEN AVE  
EWING, New Jersey 08638-3203  
(609) 362-9464

Wingstop #1935 NJ-Freehold-W. Main St  
PCR Store 402, LLC  
Chris Rigassio\*  
337 W. Main Street  
Freehold, New Jersey 07728  
(732) 410-4140

Wingstop #1040 NJ-Garfield-Outwater Ln.  
Garfield Wings, LLC  
Jitendra Patel\*  
11 OUTWATER LN #5  
GARFIELD, New Jersey 07026-3811  
(973) 546-9464

Wingstop #1521 NJ-Hillside-Liberty Ave  
Hillside Wings LLC  
Vishal Patel\*  
1104 LIBERTY AVE  
HILLSIDE, New Jersey 07205-2103  
(908) 248-8554

Wingstop #1929 NJ-Irvington-Springfield Ave  
Irvington Wings, LLC  
Vishal Patel\*  
845-851 Springfield Ave  
Irvington, New Jersey 07111  
(908) 988-9464

Wingstop #1923 NJ-Jersey City-West Side Ave  
Brand Management WS Jersey City1, LLC  
Anthony Pellizzi Sr.\*  
597 West Side Ave  
Jersey City, New Jersey 07304  
(551) 236-2969

Wingstop #1967 NJ-Linden-W Edgar Rd  
Linden Wings, LLC  
Vishal Patel\*  
850 West Edgar Road  
Linden, New Jersey 07036  
(908) 680-9464

Wingstop #1480 NJ-Little Ferry-Liberty St.  
Little Ferry Wings LLC  
Jitendra Patel\*  
269 US 46 WEST  
LITTLE FERRY, New Jersey 07643  
(201) 870-6280

Wingstop #2007 NJ-Morristown-Morris Street  
Wingz 3, LLC  
Pranit Patel\*  
123 Morris Street  
Morristown, New Jersey 07960  
(973) 381-9464

Wingstop #1787 NJ-Neptune City-3rd Ave  
PCR Store 401, LLC  
Chris Rigassio\*  
116 3rd Avenue  
Neptune City, New Jersey 07753  
(732) 481-1787

Wingstop #0879 NJ-Newark-McCarter Hwy  
Clay Street Wings, LLC  
Vishal Patel\*  
1244 MCCARTER HWY  
NEWARK, New Jersey 07104  
(908) 469-9464

Wingstop #1598 NJ-Newark-Bloomfield Ave  
BLOOMFIELD WINGS LLC  
Vishal Patel\*  
487 BLOOMFIELD AVE  
NEWARK, New Jersey 07107  
(862) 237-9464

Wingstop #1039 NJ-North Bergen-Tonnelle  
Tonnelle Wings, LLC  
Vishal Patel\*  
9100 TONNELLE AVE.  
NORTH BERGEN, New Jersey 07047-4753  
(201) 766-9464

Wingstop #1027 NJ-North Brunswick-Shoppes  
Blvd.  
North Brunswick Wings LLC.  
Vishal Patel\*  
789 SHOPPES BLVD.  
NORTH BRUNSWICK, New Jersey 08902-  
2799  
(732) 640-2000

Wingstop #1789 NJ-Paterson-McLean Blvd  
Brand Management WS 1, LLC  
Anthony Pellizzi Sr.\*  
375 McLean Blvd  
Paterson, New Jersey 07514  
(862) 310-3100

Wingstop #1767 NJ-Pennsauken-S.Crescent  
Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
6602 S. Crescent Ave  
Pennsauken, New Jersey 08109  
(856) 895-9464

Wingstop #2285 NJ-Rochelle Park-Essex St/  
Rochelle Park Wings, LLC  
Vishal Patel\*  
60 Essex Street, Suite 101  
Rochelle Park, New Jersey 07662  
(551) 348-9464

Wingstop #2030 NJ-Toms River-RT 37 West  
PCR Store 405, LLC  
Chris Rigassio\*  
1 Route 37 West  
Toms River, New Jersey 08753  
(732) 691-4424

Wingstop #1224 NJ-Union-US Highway 22 E  
Wingz 2, LLC  
Pranit Patel\*  
2290 ROUTE 22 EAST  
UNION, New Jersey 07083  
(908) 378-9464

Wingstop #2027 NJ-Union City-Kennedy Blvd  
Union City Wings, LLC  
Vishal Patel\*  
2010 Kennedy Blvd  
Union City, New Jersey 07087  
(551) 321-9464

Wingstop #1464 NJ-Watchung-Route 22 East  
Watchung Wings LLC  
Vishal Patel\*  
1680 ROUTE 22 EAST  
WATCHUNG, New Jersey 07069  
(908) 668-9464

Wingstop #1223 NJ-Wharton-State Route 15  
Wingz 1, LLC  
Pranit Patel\*  
321 NJ ROUTE 15 UNIT #7  
WHARTON, New Jersey 07885  
(973) 282-9464

Wingstop #1470 NJ-Woodbridge-US Hwy 9 N.  
Woodbridge Wings LLC.  
Vishal Patel\*  
306 US HIGHWAY 9 N.  
WOODBIDGE, New Jersey 07095  
(732) 826-9000

### **NEW MEXICO**

Wingstop #1858 NM-Alamogordo-S White  
Sands Blvd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1300 S . White Sands Blvd  
Alamogordo, New Mexico 88310  
(575) 404-4200

Wingstop #0479 NM-Albuquerque-Montgomery  
Wiles' Wings, Inc.  
Brett Wiles\*  
6125 MONTGOMERY BLVD NE STE 66  
ALBUQUERQUE, New Mexico 87109-1487  
(505) 881-9464

Wingstop #0480 NM-Albuquerque-Coors  
Wiles' Wings, Inc.  
Brett Wiles\*  
2641 COORS BLVD NW STE A  
ALBUQUERQUE, New Mexico 87120-1763  
(505) 836-2300

Wingstop #0488 NM-Albuquerque-Golf Course  
Wiles' Wings, Inc.  
Brett Wiles\*  
10401 Golf Course Rd NW, STE 104  
ALBUQUERQUE, New Mexico 87114-6184  
(505) 792-9464

Wingstop #0714 NM-Albuquerque-Eubank Blvd  
Wiles' Wings, Inc.  
Brett Wiles\*  
425 EUBANK BLVD NE  
ALBUQUERQUE, New Mexico 87123-2712  
(505) 271-9464

Wingstop #1388 NM-Albuquerque-98th St. NW  
Wiles' Wings, Inc.  
Brett Wiles\*  
251 98TH ST. NW STE D  
ALBUQUERQUE, New Mexico 87121  
(505) 836-8665

Wingstop #1813 NM-Albuquerque-Carmel Ave  
Wiles' Wings, Inc.  
Brett Wiles\*  
7610 Carmel Ave NE Suite C  
Albuquerque, New Mexico 87122  
(505) 208-7800

Wingstop #1842 NM-Albuquerque-Zuni Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
5555 Zuni Road SE #7 & 8  
Albuquerque, New Mexico 87108  
(505) 207-9464

Wingstop #2076 NM-Albuquerque-Rio Bravo  
Blvd  
Wiles' Wings, Inc.  
Brett Wiles\*  
1625 Rio Bravo Blvd SW Suite 9  
Albuquerque, New Mexico 87105  
(505) 807-7800

Wingstop #1732 NM-Bernalillo-E. Hwy 550  
Wiles' Wings, Inc.  
Brett Wiles\*  
180 E. HWY 550 Suites B & C  
Bernalillo, New Mexico 87004  
(505) 208-6800

Wingstop #2189 NM-Carlsbad-National Parks  
Hwy.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
3113-4 National Parks Hwy  
Carlsbad, New Mexico 88220  
(575) 237-9464

Wingstop #0892 NM-Clovis-N Prince St  
VWS Restaurants, LLC  
Irfaan Lalani\*  
3608 N PRINCE ST STE A  
CLOVIS, New Mexico 88101-2105  
(575) 935-9464

Wingstop #1038 NM-Farmington-E. Main St.  
Wing N-A Prayer Holdings, LLC  
Eric McDuffie  
3030 E. MAIN ST.  
FARMINGTON, New Mexico 87402-5361  
(505) 436-2412

Wingstop #1144 NM-Hobbs-Joe Harvey Blvd.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1901 W. JOE HARVEY BLVD, STE 102  
HOBBS, New Mexico 88240  
(575) 492-9464

Wingstop #0055 NM-Las Cruces  
CNJ Wings, Inc.  
Charles Loflin\*  
1420 MISSOURI AVE STE 11A  
LAS CRUCES, New Mexico 88001-5330  
(575) 532-5252

Wingstop #2196 NM-Los Lunas-Main St NW  
Wiles' Wings, Inc.  
Brett Wiles\*  
2270 Main St NW, Suite E  
Los Lunas, New Mexico 87031  
(505) 895-9464

Wingstop #2254 NM-Rio Rancho-Ridgecrest Dr  
SE  
Wiles' Wings, Inc.  
Brett Wiles\*  
4300 Ridgecrest Dr. SE, Space N  
Rio Rancho, New Mexico 87124  
(505) 886-9464

Wingstop #1757 NM-Roswell-N.Main St  
VWS Restaurants, LLC  
Irfaan Lalani\*  
2901 N. MAIN STREET  
Roswell, New Mexico 88201  
(575) 914-6700

Wingstop #1621 NM-Santa Fe-Zafarano Drive  
Wiles' Wings, Inc.  
Brett Wiles\*  
3538 ZAFARANO DR STE A1/2  
SANTA FE, New Mexico 87507-2606  
(505) 657-9464

## **NEW YORK**

Wingstop #1491 NY-Bronx-E. 149th St.  
Diallo Restaurants Hub LLC  
Djoumey Diallo\*  
356 E 149TH ST  
BRONX, New York 10455  
(718) 949-9464

Wingstop #1145 NY-Bronx-E. Burnside Ave.  
Bronx Wings One, LLC  
Ajay Parikh\*  
88 E. BURNSIDE AVE #4  
BRONX, New York 10453-4139  
(917) 737-7000

Wingstop #1571 NY-Bronx-E. Fordham Rd  
BRONX WINGS TWO LLC  
Ajay Parikh\*  
305 E. FORDHAM RD  
BRONX, New York 10458-5007  
(917) 737-8600

Wingstop #1760 NY-Bronx-White Plains Rd  
PCR Store 501, LLC  
Chris Rigassio\*  
905 WHITE PLAINS ROAD  
BRONX, New York 10473  
(929) 480-9464

Wingstop #2020 NY-Bronx-Broadway  
PCR Store 502, LLC  
Chris Rigassio\*  
5625 Broadway  
Bronx, New York 10463  
(347) 947-2867

Wingstop #2101 NY-Bronx-Westchester Square  
PCR Store 504, LLC  
Chris Rigassio\*  
40 Westchester Square  
Bronx, New York 10461  
(347) 427-9997

Wingstop #2102 NY-Bronx-White Plains Rd  
PCR Store 505, LLC  
Chris Rigassio\*  
2161A White Plains Rd  
Bronx, New York 10462  
(347) 427-9995

Wingstop #1722 NY-Bronx-Gun Hill Rd  
WS Bronx, LLC  
David Strine\*  
745 E. GUN HILL ROAD  
Bronx, New York 10467  
(929) 284-1280

Wingstop #0766 NY-Brooklyn-Fulton St  
Diallo Enterprises, LLC  
Djoumey Diallo\*  
1270 FULTON ST  
BROOKLYN, New York 11216-2003  
(646) 787-9464

Wingstop #1176 NY-Brooklyn-Broadway  
Diallo Funds, LLC  
Djoumey Diallo\*  
935 BROADWAY  
BROOKLYN, New York 11206-5918  
(347) 507-9464



Wingstop #1481 NY-Brooklyn-946 Flatbush Ave  
Diallo Organization, LLC  
Djoumey Diallo\*  
946 FLATBUSH AVE  
BROOKLYN, New York 11226-4018  
(929) 590-9464

Wingstop #1505 NY-Brooklyn-284 Broadway  
Diallo Restaurants Williamsburg, LLC  
Djoumey Diallo\*  
284 BROADWAY  
BROOKLYN, New York 11211  
(929) 207-9464

Wingstop #1467 NY-Brooklyn-Utica Ave  
VIWSNY UTICA LLC  
Michael George\*  
700 UTICA AVE  
BROOKLYN, New York 11203  
(929) 630-9464

Wingstop #1783 NY-Brooklyn-Flatlands Ave  
VIWSNY Pennsylvania, LLC  
Michael George\*  
11114 FLATLANDS AVE  
BROOKLYN, New York 11207  
(929) 531-9464

Wingstop #2098 NY-Brooklyn-Ralph Ave  
VIWSNY Ralph, LLC  
Michael George\*  
1902 Ralph Ave  
Brooklyn, New York 11234  
(347) 318-9464

Wingstop #1525 NY-Centereach-Middle County Rd  
WS Centereach, LLC  
David Strine\*  
1759 MIDDLE COUNTRY RD STE K  
CENTEREACH, New York 11720  
(631) 676-5705

Wingstop #1779 NY-Elmont-Hempstead Tpke  
ShakeThatWing, Inc.  
Charles Kwon\*  
1397 HEMPSTEAD TURNPIKE  
Elmont, New York 11003  
(516) 854-5700

Wingstop #1551 NY-Freeport-W. Sunrise Hwy  
ShakeThatWing, Inc.  
Charles Kwon\*  
129 W. SUNRISE HWY  
FREEPORT, New York 11520  
(516) 962-3572

Wingstop #1834 NY-Hempstead-Front St  
ShakeThatWing, Inc.  
Charles Kwon\*  
5 Front Street  
Hempstead, New York 11550  
(516) 548-9464

Wingstop #1660 NY-Jamaica-Merrick Blvd  
VIWSNY MERRICK, LLC  
Michael George\*  
12614 MERRICK BLVD  
JAMAICA, New York 11434  
(315) 509-9464

Wingstop #2441 NY-Queens-Parsons Blvd  
VIWSNY Parsons, LLC  
Michael George\*  
87-44 Parsons Blvd  
Jamaica, New York 11432  
(315) 790-5015

Wingstop #1808 NY-Levittown-Hempstead Tpke  
ShakeThatWing, Inc.  
Charles Kwon\*  
2925 Hempstead Turnpike  
Levittown, New York 11756  
(516) 800-8500

Wingstop #1592 NY-Lindenhurst-Montauk Hwy  
WS Lindenhurst, LLC  
David Strine\*  
330 MONTAUK HWY  
LINDENHURST, New York 11757  
(631) 888-5746

Wingstop #2324 NY-Long Island City-21st St.  
LIC WS, LLC  
Suhail (Sal) Sitaf\*  
40-09 21st Street, Space A  
Long Island City, New York 11101  
(347) 507-0663

Wingstop #1997 NY-Medford-Rte 112  
Brand Management Medford 1, LLC  
Anthony Pellizzi Sr.\*  
2775 Route 112  
Medford, New York 11763  
(631) 400-4757

Wingstop #2006 NY-Middle Village-Fresh Pond Rd  
VIWSNY Fresh Ponds, LLC  
Michael George\*  
61-22 Fresh Pond Road  
Middle Village, New York 11379  
(347) 428-9464

Wingstop #1568 NY-Middletown-Route 211 E  
Wingspan Diversified, Inc.  
Francis Atria  
400 ROUTE 211 E STE 21  
MIDDLETOWN, New York 10940-2127  
(845) 789-2319

Wingstop #1001 NY-New York-125th St.  
Diallo Group, LLC  
Djoumey Diallo\*  
63-65 W. 125TH ST.  
New York, New York 10027-4590  
(212) 987-9464

Wingstop #1894 NY-New York-Atlantic Ave  
VIWSNY Atlantic, LLC  
Michael George\*  
102-14 Atlantic Ave  
New York, New York 11416  
(929) 495-9464

Wingstop #1816 NY-New York-Broadway  
PCR Store 503, LLC  
Chris Rigassio\*  
4051 Broadway  
New York, New York 10032  
(929) 977-9464

Wingstop #2436 NY-Manhattan-Broadway  
Wings US Inc.  
Kamal Raza  
3440 Broadway  
New York, New York 10031  
(646) 559-2866

Wingstop #1919 NY-Newburgh-NY-300  
Chanticleer Wings, Inc.  
Francis Atria  
1278 NY-300  
Newburgh, New York 12550  
(845) 403-0644

Wingstop #1450 NY-North Babylon-Deer Park Ave  
WS North Babylon, LLC  
David Strine\*  
1209 DEER PARK AVE  
NORTH BABYLON, New York 11703  
(631) 940-7694

Wingstop #1237 NY-Pelham-Boston Post Rd.  
WS Pelham, LLC  
David Strine\*  
4326 BOSTON POST RD  
PELHAM, New York 10803-2705  
(914) 633-7100

Wingstop #1160 NY-Port Chester-Abendroth Ave  
WS Port Chester, LLC  
David Strine\*  
50 ABENDROTH AVE.  
PORT CHESTER, New York 10573  
(914) 862-7154

Wingstop #2157 NY-Queens-Hempstead Ave  
VIWSNY Hempstead, LLC  
Michael George\*  
217-90 Hempstead Ave  
Queens, New York 11429  
(718) 750-9464

Wingstop #2413 NY-Greece-Greece Ridge Center Dr.  
Wingtastic LLC  
Howard O'Brien\*  
110 Greece Ridge Center Dr.  
Rochester, New York 14626  
(585) 507-4652

Wingstop #2470 NY-Rochester-East Ridge Rd  
Wingtastic LLC  
Howard O'Brien\*  
703 East Ridge Rd  
Rochester, New York 14621  
(585) 270-4546

Wingstop #1617 NY-Shirley-Montauk Hwy  
WS Shirley, LLC  
David Strine\*  
895 MONTAUK HWY  
SHIRLEY, New York 11967  
(631) 866-0062

Wingstop #1168 NY-Staten Island-Forest Ave.  
RF Wings, Inc.  
Vishal Patel\*  
1756 FOREST AVE.  
STATEN ISLAND, New York 10303-2114  
(718) 524-6564

Wingstop #2365 NY-Staten Island-Hylan Blvd  
Hyland Wings LLC  
Vishal Patel\*  
2626 Hylan Blvd, Suite 13  
Staten Island, New York 10306  
(347) 899-9464

Wingstop #2276 NY-Sunnyside-Queens Blvd  
Sunnyside WS LLC  
Suhail (Sal) Sitaf\*  
40-11 Queens Blvd  
Sunnyside, New York 11104  
(718) 489-4191

Wingstop #1500 NY-Utica-N. Genesee St  
VIWSNY GENESEE, LLC  
Michael George\*  
90 N. GENESEE ST.  
UTICA, New York 13502-2503  
(315) 707-9464

Wingstop #1314 NY-Yonkers-Central Park Ave  
WS Yonkers, LLC  
David Strine\*  
2250 CENTRAL PARK AVE  
YONKERS, New York 10710  
(914) 961-6600

### **NORTH CAROLINA**

Wingstop #2304 NC-Asheboro-E. Dixie Dr  
GSRWS NC Asheboro, LLC  
Rahul Agrawal\*  
405 E. Dixie Dr., Suite A  
Asheboro, North Carolina 27203  
(336) 863-9464

Wingstop #2207 NC-Asheville-Tunnel Rd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
168 Tunnel Road, Unit 40  
Asheville, North Carolina 28805  
(828) 560-9464

Wingstop #1753 NC-Burlington-Huffman Mill Rd  
GSRWS NC Burlington, LLC  
Rahul Agrawal\*  
649 Huffman Mill Road, Suite 103  
BURLINGTON, North Carolina 27215  
(743) 208-7774

Wingstop #1245 NC-Cary-Cary Town Blvd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
684-A CARY TOWN BLVD  
CARY, North Carolina 27511  
(919) 234-0736

Wingstop #0712 NC-Charlotte-Tryon St  
GSRWS NC Charlotte Tryon, LLC  
Rahul Agrawal\*  
9211 N TRYON ST STE 14  
CHARLOTTE, North Carolina 28262-4496  
(980) 237-1349

Wingstop #1110 NC-Charlotte-Tyvola Rd.  
GSRWS NC Charlotte Tryon, LLC  
Rahul Agrawal\*  
624 TYVOLA RD #101  
CHARLOTTE, North Carolina 28217-3585  
(980) 225-7203

Wingstop #1397 NC-Charlotte-Monroe Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
6609 MONROE RD STE 110  
CHARLOTTE, North Carolina 28212  
(704) 727-2138

Wingstop #1475 NC-Charlotte-Wilkinson Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
3240 WILKINSON BLVD STE C-1  
CHARLOTTE, North Carolina 28208-5630  
(980) 237-0112

Wingstop #1499 NC-Charlotte-Pineville  
Matthews Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
8334 PINEVILLE MATTHEWS RD STE 105  
CHARLOTTE, North Carolina 28226-3764  
(980) 819-9492

Wingstop #1865 NC-Charlotte-E W.T. Harris  
Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
5820 E. W.T. Harris Blvd., Suite K  
Charlotte, North Carolina 28215  
(980) 270-9464

Wingstop #1982 NC-Concord-Derita Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
3050 Derita Road #50  
Concord, North Carolina 28027  
(980) 334-7400

Wingstop #1759 NC-Durham-N. Duke Street  
Jeter Management Group, Inc.  
Coleen Jeter\*  
3600 N. DUKE STREET Suite 5  
Durham, North Carolina 27704  
(919) 230-9999

Wingstop #2065 NC-Durham-Durham Chapel  
Hill Blvd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
4010 Durham Chapel Hill Blvd.  
Durham, North Carolina 27707  
(919) 251-9666

Wingstop #0206 NC-Durham-NC Hwy 751  
JET Wings, Inc.  
Jeffrey E. Tsipis  
7104 NC HWY 751 STE 101 & 102  
DURHAM, North Carolina 27707-5740  
(919) 484-4100

Wingstop #0847 NC-Fayetteville-Skibo Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
1936 SKIBO RD  
FAYETTEVILLE, North Carolina 28314-1514  
(910) 758-8927

Wingstop #1542 NC-Garner-Cabela Dr  
White Oak Wings, Inc.  
Louis (Frankie) Pourron\*  
51 Cabela Drive  
GARNER, North Carolina 27529  
(919) 230-9464

Wingstop #1394 NC-Gastonia-E. Franklin Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
2201 E. FRANKLIN BLVD.  
GASTONIA, North Carolina 28054  
(704) 440-4715

Wingstop #1740 NC-Goldsboro-N. Berkeley  
Blvd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
307 N. BERKELEY BLVD  
GOLDSBORO, North Carolina 27534  
(984) 207-8000

Wingstop #1504 NC-Greensboro-W. Gate City  
Blvd  
GSRWS NC Greensboro, LLC  
Rahul Agrawal\*  
3208 W. GATE CITY BLVD A-3  
GREENSBORO, North Carolina 27407  
(336) 579-2658

Wingstop #1575 NC-Greensboro-Wendover  
GSRWS NC Wendover, LLC  
Rahul Agrawal\*  
4205 W WENDOVER AVE STE C  
GREENSBORO, North Carolina 27407-1918  
(336) 447-1779

Wingstop #1426 NC-Greenville-E. Fire Town  
Jeter Management Group, Inc.  
Coleen Jeter\*  
1885 E. FIRE TOWER RD STE B  
GREENVILLE, North Carolina 27858-4120  
(252) 689-6220

Wingstop #2295 NC-Greenville-W Arlington  
Blvd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
2251 W. Arlington Blvd  
Greenville, North Carolina 27834  
(252) 364-8558

Wingstop #1636 NC-Hickory-Highway 70  
Sizzling Wings, LLC  
Nathan Garn\*  
2296 HIGHWAY 70 SE STE 200  
HICKORY, North Carolina 28602  
(828) 856-1759

Wingstop #1554 NC-High Point-N. Main St  
GSRS WS NC High Point, LLC  
Rahul Agrawal\*  
2101 N. MAIN ST.  
HIGH POINT, North Carolina 27262  
(336) 390-1148

Wingstop #2323 NC-Hope Mills-N. Main St  
Jeter Management Group, Inc.  
Coleen Jeter\*  
3065 N. Main St  
Hope Mills, North Carolina 28348  
(910) 500-3272

Wingstop #1558 NC-Jacksonville-Western Blvd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
3010 WESTERN BLVD, Suite 500  
JACKSONVILLE, North Carolina 28546  
(910) 219-9702

Wingstop #1823 NC-Monroe-W Roosevelt Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
2521 W. Roosevelt Blvd.  
Monroe, North Carolina 28110  
(704) 220-0100

Wingstop #2213 NC-New Bern-Dr. MLK Jr  
Blvd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
3511 Dr. MLK Jr. Blvd  
New Bern, North Carolina 28562  
(252) 639-2010

Wingstop #1162 NC-Raleigh-New Bern Ave.  
Jeter Management Group, Inc.  
Coleen Jeter\*  
4531 NEW BERN AVE. UNIT 100  
RALEIGH, North Carolina 27610-1556  
(919) 561-6161

Wingstop #1863 NC-Raleigh-Avent Ferry &  
Gorman Street  
Jeter Management Group, Inc.  
Coleen Jeter\*  
3209 Avent Ferry Road  
Raleigh, North Carolina 27606  
(919) 977-4010

Wingstop #2043 NC-Raleigh-Fayetteville Road  
Jeter Management Group, Inc.  
Coleen Jeter\*  
8215 Fayetteville Road  
Raleigh, North Carolina 27603  
(919) 322-4142

Wingstop #0527 NC-Raleigh-New Hope Church  
FTLC Wings, LLC  
Louis (Frankie) Pourron\*  
1721 NEW HOPE CHURCH RD  
RALEIGH, North Carolina 27609-6373  
(919) 872-8856

Wingstop #2279 NC-Raleigh-Forestville Rd  
Wake Forest Wings, Inc.  
Louis (Frankie) Pourron\*  
2920 Forestville Rd, Suite 150  
Raleigh, North Carolina 27616  
(984) 234-5742

Wingstop #0816 NC-Raleigh-Alexander  
Promenade  
DNK, LLC  
David Spaulding  
7880 ALEXANDER PROMENADE PL # 21A  
RALEIGH, North Carolina 27617-1917  
(919) 237-3919

Wingstop #2032 NC-Raleigh-Cross Link Rd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
1619-100 Cross Link Road  
Raleigh, North Carolina 27610  
(919) 977-4111

Wingstop #2328 NC-Wendell Falls-Wendell  
Falls Pkwy  
Jeter Management Group, Inc.  
Coleen Jeter\*  
6008 Taylor Rd, Ste 120  
Wendell, North Carolina 27591  
(919) 366-6721

Wingstop #1413 NC-Wilmington-S. College Rd  
Jeter Management Group, Inc.  
Coleen Jeter\*  
341 S. COLLEGE RD. STE 12  
WILMINGTON, North Carolina 28403-1622  
(910) 634-0000

Wingstop #1538 NC-Winston-Salem-Summit  
Square Blvd  
GSRWS WS NC Winston-Salem, LLC  
Rahul Agrawal\*  
340 SUMMIT SQUARE BLVD  
WINSTON-SALEM, North Carolina 27105  
(336) 738-0129

## **OHIO**

Wingstop #0873 OH-Akron-Market St  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
1698 W MARKET ST STE 13  
AKRON, Ohio 44313-7002  
(330) 836-9464

Wingstop #2056 OH-Akron-E. Waterloo Rd  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
2839 E. Waterloo Rd  
Akron, Ohio 44312  
(234) 280-4400

Wingstop #1472 OH-Amherst-N. Leavitt Rd  
Wings Lorain, LLC  
Suvidhi (Pete) Patel\*  
935 N. LEAVITT RD  
AMHERST, Ohio 44001  
(440) 984-7301

Wingstop #2380 OH-Youngstown-Mahoning  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
5517 Mahoning Ave  
Austintown, Ohio 44515  
(234) 260-3929

Wingstop #2377 OH-Berea-W. Bagley Rd  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
439 W. Bagley Rd, Unit 16  
Berea, Ohio 44017  
(440) 722-9464

Wingstop #2140 OH-Boardman-Boardman  
Poland Rd  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
48 Boardman Poland Rd, Unit B  
Boardman, Ohio 44512  
(234) 287-3700

Wingstop #1364 OH-Brooklyn-Northcliff Ave  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
7317 NORTHCLIFF AVE  
BROOKLYN, Ohio 44144-3249  
(216) 282-1700

Wingstop #1054 OH-Canal Winchester-Gender  
Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
3618 GENDER RD, UNIT F  
CANAL WINCHESTER, Ohio 43110-8679  
(614) 833-9464

Wingstop #1741 OH-Canton-Tuscarawas St.  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
2238 TUSCARAWAS STREET WEST  
Canton, Ohio 44708  
(330) 587-9464

Wingstop #1881 OH-Canton-Belden Village St.  
NW  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
4470 A Belden Village Street NW  
Canton, Ohio 44718  
(234) 867-9464

Wingstop #0833 OH-Cincinnati-Colerain Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
9336 COLERAIN AVE  
CINCINNATI, Ohio 45251-2012  
(513) 385-9464

Wingstop #1187 OH-Cincinnati-Vine St.  
Sizzling Wings, LLC  
Nathan Garn\*  
2707 VINE ST  
CINCINNATI, Ohio 45219  
(513) 559-9464

Wingstop #1352 OH-Cincinnati-Galbraith Road  
Sizzling Wings, LLC  
Nathan Garn\*  
881 W GALBRAITH ROAD  
CINCINNATI, Ohio 45231  
(513) 521-5999

Wingstop #1502 OH-Cincinnati-Madison Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
3363 MADISON RD  
CINCINNATI, Ohio 45209  
(513) 481-9464

Wingstop #1918 OH-Cincinnati-Seymour Road  
Sizzling Wings, LLC  
Nathan Garn\*  
1836 Seymour Ave  
Cincinnati, Ohio 45237  
(513) 572-9203

Wingstop #1117 OH-Cleveland-Harvard Ave  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
16902 HARVARD AVE  
CLEVELAND, Ohio 44128-2210  
(216) 965-0875

Wingstop #1216 OH-Cleveland-Lorain Ave.  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
10514 LORAIN AVE  
CLEVELAND, Ohio 44111-5440  
(216) 465-3231

Wingstop #0671 OH-Columbus-Stelzer Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
2836 STELZER RD  
COLUMBUS, Ohio 43219-3133  
(614) 337-9464

Wingstop #0686 OH-Columbus-Westpointe  
Plaza Dr  
Sizzling Wings, LLC  
Nathan Garn\*  
5446 WESTPOINTE PLAZA DR  
COLUMBUS, Ohio 43228-9130  
(614) 876-9464

Wingstop #0700 OH-Columbus-Morse Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
1823 MORSE RD  
COLUMBUS, Ohio 43229-6603  
(614) 267-9464

Wingstop #1053 OH-Columbus-Olentangy  
River Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
3005 OLENTANGY RIVER RD  
COLUMBUS, Ohio 43202  
(614) 447-9464

Wingstop #1166 OH-Columbus-E. Broad St  
Sizzling Wings, LLC  
Nathan Garn\*  
6535 E. BROAD ST.  
COLUMBUS, Ohio 43213  
(614) 759-9464

Wingstop #1616 OH-Columbus-S. High St  
Sizzling Wings, LLC  
Nathan Garn\*  
3773 S. HIGH ST.  
COLUMBUS, Ohio 43207  
(614) 953-9464

Wingstop #1648 OH-Columbus-Eakin Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
2119 EAKIN RD  
COLUMBUS, Ohio 43223  
(614) 983-9464

Wingstop #1814 OH-Columbus-Bethel Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
2520 Bethel Road  
Columbus, Ohio 43220  
(614) 942-5699

Wingstop #2053 OH-Columbus-Sancus Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
8731 Sancus Blvd  
Columbus, Ohio 43240  
(380) 800-9464

Wingstop #1657 OH-Cuyahoga Falls-Portage Trail  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
1928 PORTAGE TRAIL  
CUYAHOGA FALLS, Ohio 44223  
(330) 422-4477

Wingstop #1271 OH-Dayton-Miamisburg Centerville Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
2006 Miamisburg Centerville Rd  
DAYTON, Ohio 45459  
(937) 435-5384

Wingstop #1981 OH-Dayton-N. Main St.  
Buddy Birds, Inc.  
Nicholas Kallergis\*  
4149-4215 N. Main Street Unit 4171  
Dayton, Ohio 45405  
(937) 800-9464

Wingstop #2035 OH-Elyria-Chestnut Commons Dr  
Wings Elyria, LLC  
Suvidhi (Pete) Patel\*  
306 Chestnut Commons Drive  
Elyria, Ohio 44035  
(440) 870-9464

Wingstop #2306 OH-Euclid-Lakeshore Blvd  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
22530 Lakeshore Blvd  
Suite B  
Euclid, Ohio 44123  
(216) 998-9464

Wingstop #1577 OH-Hamilton-High St  
Sizzling Wings, LLC  
Nathan Garn\*  
1029 HIGH ST  
HAMILTON, Ohio 45011  
(513) 785-0303

Wingstop #2108 OH-Lakewood-Detroit Ave  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
14873 Detroit Ave  
Lakewood, Ohio 44107  
(216) 770-9464

Wingstop #2424 OH-Massillon-Tommy Henrich Dr. NW  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
15 Tommy Henrich Dr. NW  
Massillon, Ohio 44647  
(234) 260-3787

Wingstop #1390 OH-Maumee-Conant St  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
1399 CONANT ST  
MAUMEE, Ohio 43537  
(567) 402-4949

Wingstop #1580 OH-Mayfield Heights-Mayfield Rd  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
6649 MAYFIELD RD  
MAYFIELD HEIGHTS, Ohio 44124  
(440) 643-9464

Wingstop #0155 OH-Mentor on the Lake  
Jung, Inc.  
Samir Abou-Diwan  
5907 ANDREWS RD  
MENTOR ON THE LAKE, Ohio 44060-8532  
(440) 257-9464

Wingstop #2082 OH-Niles-Youngstown Warren Rd  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
6261 Youngstown Warren Rd, Unit 70  
Niles, Ohio 44446  
(330) 989-9464

Wingstop #2382 OH-Norton-Greenwich Rd  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
3200 Greenwich Rd, Ste 82  
Norton, Ohio 44203  
(234) 517-6800



Wingstop #1903 OH-Oregon-Navarre Ave  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
2951 Navarre Ave  
Oregon, Ohio 43616  
(567) 343-5100

Wingstop #1532 OH-Parma-W. Ridgewood Dr.  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
8641 W. RIDGEWOOD DR.  
PARMA, Ohio 44129  
(440) 345-5181

Wingstop #0734 OH-South Euclid-Cedar Rd.  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
13963 CEDAR RD  
SOUTH EUCLID, Ohio 44118-3203  
(216) 331-1512

Wingstop #1712 OH - Springdale - Springfield  
Pike  
Sizzling Wings, LLC  
Nathan Garn\*  
11782 Springfield Pike  
Springdale, Ohio 45246  
(513) 993-1378

Wingstop #1784 OH-Springfield-E. Main St.  
Buddy Birds, Inc.  
Nicholas Kallergis\*  
2135 E. MAIN STREET  
Springfield, Ohio 45503  
(937) 688-9464

Wingstop #0824 OH-Toledo-W Central Ave  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
3330 W CENTRAL AVE  
TOLEDO, Ohio 43606-1404  
(419) 539-9464

Wingstop #2277 OH-Toledo-E. Alexis Rd  
Wing It North LLC  
Arnon (Tommy) Pipatjarasgit\*  
1206 E. Alexis Rd, Unit B  
Toledo, Ohio 43612  
(567) 777-9464

Wingstop #1890 OH-Westerville-S. State St  
Sizzling Wings, LLC  
Nathan Garn\*  
544 South State Street  
Westerville, Ohio 43081  
(614) 665-7200

Wingstop #0733 OH-Whitehall-E Main St  
Sizzling Wings, LLC  
Nathan Garn\*  
3686 E MAIN ST  
WHITEHALL, Ohio 43213-2993  
(614) 235-7700

Wingstop #1725 OH-Willoughby-Euclid Ave  
DV & GR Enterprises, LLC  
Gaurav Aggarwal\*  
35535 EUCLID AVE, Unit #7  
WILLOUGHBY, Ohio 44094  
(440) 571-8700

### OKLAHOMA

Wingstop #1859 OK-Ardmore-12th Ave NE  
VWS Restaurants, LLC  
Irfaan Lalani\*  
2401 12th Avenue NW Suite 104C  
Ardmore, Oklahoma 73401  
(580) 634-9464

Wingstop #1260 OK-Broken Arrow-E. Hillside  
Dr.  
BA 4K Wings, LLC  
Charris Jefferson\*  
862 E. HILLSIDE DR.  
BROKEN ARROW, Oklahoma 74012  
(918) 994-4626

Wingstop #2252 OK-Edmond-S. Broadway  
VWS Restaurants, LLC  
Irfaan Lalani\*  
3320 S. Broadway  
Edmond, Oklahoma 73013  
(405) 697-3100

Wingstop #1819 OK-Enid-Owen K Garriott Rd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
3514 Owen K Garriott Rd  
Enid, Oklahoma 73703  
(580) 324-8500

Wingstop #1095 OK-Lawton-NW Cache Road  
Moore Wings, Inc.  
Greg Moore  
2110 NW CACHE ROAD  
LAWTON, Oklahoma 73507  
(580) 355-9464

Wingstop #0444 OK-Midwest City  
VWS Restaurants, LLC  
Irfaan Lalani\*  
7201 SE 29TH ST STE 203  
MIDWEST CITY, Oklahoma 73110  
(405) 737-8888

Wingstop #1190 OK-Moore-S. I-35  
VWS Restaurants, LLC  
Irfaan Lalani\*  
717 S. I-35 SERVICE RD.  
MOORE, Oklahoma 73160  
(405) 799-9464

Wingstop #0436 OK-Norman  
Sooner Wings, L.L.C.  
Clint Latham  
1812 24TH AVE NW  
NORMAN, Oklahoma 73069-6392  
(405) 321-9464

Wingstop #0024 OK-Oklahoma City-N Portland  
Ave  
VWS Restaurants, LLC  
Irfaan Lalani\*  
4100 N PORTLAND AVE  
OKLAHOMA CITY, Oklahoma 73112-6311  
(405) 947-9464

Wingstop #0031 OK-Oklahoma City-  
Pennsylvania  
VWS Restaurants, LLC  
Irfaan Lalani\*  
12225 N PENNSYLVANIA AVE  
OKLAHOMA CITY, Oklahoma 73120-7835  
(405) 755-4411

Wingstop #0081 OK-Oklahoma City-104th  
VWS Restaurants, LLC  
Irfaan Lalani\*  
912 SW 104TH ST  
OKLAHOMA CITY, Oklahoma 73139-3008  
(405) 691-4242

Wingstop #0899 OK-Oklahoma City-NW  
Expressway  
VWS Restaurants, LLC  
Irfaan Lalani\*  
7000 NW EXPRESSWAY STE B  
OKLAHOMA CITY, Oklahoma 73132-3509  
(405) 720-9464

Wingstop #1141 OK-Oklahoma City-S. Western  
VWS Restaurants, LLC  
Irfaan Lalani\*  
3905 S. WESTERN AVE., STE B  
OKLAHOMA CITY, Oklahoma 73109  
(405) 634-9464

Wingstop #1614 OK-Oklahoma City-NW 23rd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
2220 NW 23RD ST  
OKLAHOMA CITY, Oklahoma 73107  
(405) 604-0024

Wingstop #1724 OK-Owasso-E. 86th ST N  
OWASSO 4K Wings, LLC  
DaMario Jefferson\*  
12916 E. 86TH ST N  
OWASSO, Oklahoma 74055  
(539) 208-5444

Wingstop #2133 OK-Stillwater-N. Perkins Rd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
312 N. Perkins Rd  
Stillwater, Oklahoma 74075  
(405) 780-9464

Wingstop #0064 OK-Tulsa-Garnett  
Playlater, Inc.  
DaMario Jefferson\*  
3132 S GARNETT RD STE B  
TULSA, Oklahoma 74146-1901  
(918) 622-9464

Wingstop #0448 OK-Tulsa-Yale  
Playlater II, L.L.C.  
Charris Jefferson\*  
1921 S. YALE AVE  
TULSA, Oklahoma 74112-6218  
(918) 743-9464

Wingstop #0524 OK-Tulsa-81st  
Playlater III, LLC  
DaMario Jefferson\*  
2036 E 81ST ST  
TULSA, Oklahoma 74137-4323  
(918) 995-2200

Wingstop #1458 OK-Tulsa-W. 81st St  
Nickel Creek Wings LLC  
Charris Jefferson\*  
1531 W 81ST ST.  
TULSA, Oklahoma 74132  
(918) 236-4466

Wingstop #2174 OK-Tulsa-S Memorial Dr  
VWS Restaurants, LLC  
Irfaan Lalani\*  
7104 S. Memorial Dr., Ste 1  
Tulsa, Oklahoma 74133  
(539) 666-9464

Wingstop #2212 OK-Yukon-NW 10th St  
VWS Restaurants, LLC  
Irfaan Lalani\*  
12408 NW 10th Street  
Yukon, Oklahoma 73099  
(405) 578-9464

## **OREGON**

Wingstop #1547 OR-Beaverton-SW Canyon Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
11350 SW CANYON RD, SUITE 102  
BEAVERTON, Oregon 97005  
(971) 297-1200

Wingstop #1610 OR-Clackamas-SE Sunnyside Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
10117 SE SUNNYSIDE RD STE H-I  
CLACKAMAS, Oregon 97015-7708  
(971) 233-6700

Wingstop #2432 OR-Eugene-River Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
2756 River Rd  
Eugene, Oregon 97404  
(458) 910-9464

Wingstop #0696 OR-Gresham-Burnside Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
2001 NE BURNSIDE RD  
GRESHAM, Oregon 97030-7946  
(503) 665-9464

Wingstop #2061 OR-Gresham-SW Highland Dr  
Wiles' Wings, Inc.  
Brett Wiles\*  
901-G SW Highland Drive  
Gresham, Oregon 97080  
(971) 293-4700

Wingstop #1914 OR-Hillsboro-NE Cornell Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
7212 NE Cornell Road  
Hillsboro, Oregon 97124  
(971) 348-4200

Wingstop #1900 OR-Oregon City-Warner Milne Rd  
Wiles' Wings, Inc.  
Brett Wiles\*  
358 Warner Milne Road Suite 101  
Oregon City, Oregon 97045  
(971) 377-5700

Wingstop #0317 OR-Portland-82nd Ave  
Wiles' Wings, Inc.  
Brett Wiles\*  
4124 SE 82ND AVE STE 800  
PORTLAND, Oregon 97266-2944  
(503) 771-9464

Wingstop #1493 OR-Portland-NE MLK Blvd  
Wiles' Wings, Inc.  
Brett Wiles\*  
5175 NE MLK BLVD STE A2  
PORTLAND, Oregon 97211-3233  
(503) 894-8157

Wingstop #1557 OR-Portland-NE 102nd Ave  
Wiles' Wings, Inc.  
Brett Wiles\*  
1307 NE 102ND AVE STE T-2  
PORTLAND, Oregon 97220-3980  
(971) 717-9464

Wingstop #2051 OR-Portland-SE Powell Blvd  
Wiles' Wings, Inc.  
Brett Wiles\*  
3844 SE Powell Blvd  
Portland, Oregon 97202  
(971) 394-9464

Wingstop #2136 OR-Portland-W. Burnside St  
Wiles' Wings, Inc.  
Brett Wiles\*  
2117 W. Burnside Street  
Portland, Oregon 97209  
(971) 634-9464

Wingstop #0826 OR-Salem-Lancaster Dr NE  
Wiles' Wings, Inc.  
Brett Wiles\*  
3098 LANCASTER DR NE  
SALEM, Oregon 97305  
(503) 362-9464

Wingstop #2245 OR-Salem-Commercial St SE  
Wiles' Wings, Inc.  
Brett Wiles\*  
4641 Commercial St, SE  
Salem, Oregon 97302  
(503) 400-3077

Wingstop #2214 OR-Tigard-SW Pacific Hwy  
Wiles' Wings, Inc.  
Brett Wiles\*  
11705 SW Pacific Hwy, Suite B  
Tigard, Oregon 97223  
(971) 405-9464

Wingstop #1731 OR-TUALATIN-SW  
NYBERG RD  
Wiles' Wings, Inc.  
Brett Wiles\*  
7684 SW NYBERG ROAD  
Tualatin, Oregon 97062  
(503) 427-9500

## **PENNSYLVANIA**

Wingstop #0782 PA-Allentown-16th St  
KLJJA, LLC  
Kevin Alter  
1601 LIBERTY ST UNIT 2  
ALLENTOWN, Pennsylvania 18102-2071  
(610) 351-9464

Wingstop #2234 PA-Allentown-Airport Rd  
Talon Restaurants, LLC  
Michael Axiotis\*  
1824 Airport Rd  
Allentown, Pennsylvania 18109  
(484) 960-9464

Wingstop #2260 PA-Bethlehem-Linden St  
Talon Restaurants, LLC  
Michael Axiotis\*  
3926 Linden St, Unit 28  
Bethlehem, Pennsylvania 18020  
(484) 510-8411

Wingstop #2445 PA-Bridgeville-Washington  
Pike  
OM Collier Penn Wings Inc.  
Kalpesh Patel\*  
1597 Washington Pike, Unit A40  
Bridgeville, Pennsylvania 15017  
(412) 507-9525

Wingstop #1993 PA-Conshohocken-Ridge Pike  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
200 Ridge Pike  
Conshohocken, Pennsylvania 19428  
(636) 755-9464

Wingstop #1213 PA-Easton-Nazareth Rd.  
Talon Restaurants, LLC  
Michael Axiotis\*  
2469 NAZARETH ROAD SPACE #3  
EASTON, Pennsylvania 18045  
(610) 438-2444

Wingstop #2235 PA-Emmaus-Chestnut St.  
Talon Restaurants, LLC  
Michael Axiotis\*  
1328 Chestnut Street  
Emmaus, Pennsylvania 18049  
(484) 519-5677

Wingstop #1992 PA-Levittown-Kenwood Dr  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
197 Kenwood Drive Suite B  
Levittown, Pennsylvania 19055  
(267) 754-9464

Wingstop #2466 PA-Moon Township-  
University Blvd  
OM Moon Penn Wings Inc.  
Kalpesh Patel\*  
5990 University Blvd, Suite 13  
Moon Township, Pennsylvania 15108  
(412) 507-9181

Wingstop #0791 PA-Philadelphia-Cottman Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
2118 COTTMAN AVE  
PHILADELPHIA, Pennsylvania 19149-1133  
(215) 281-9464

Wingstop #1032 PA-Philadelphia-Aramingo  
Ave.  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
3855 ARAMINGO AVE  
PHILADELPHIA, Pennsylvania 19137-1003  
(215) 288-9464

Wingstop #1170 PA-Philadelphia-Roberts Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
2920 ROBERTS AVE  
PHILADELPHIA, Pennsylvania 19129  
(215) 225-9464

Wingstop #1626 PA-Philadelphia-Oxford Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
6291 OXFORD AVE  
PHILADELPHIA, Pennsylvania 19111  
(267) 710-9464

Wingstop #1658 PA-Philadelphia-E. Hunting  
Park Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
700 E. HUNTING PARK AVE STE 3B  
PHILADELPHIA, Pennsylvania 19124-4827  
(215) 978-9464

Wingstop #1698 PA-Philadelphia-Frankford  
Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
910 FRANKFORD AVE STE 262  
PHILADELPHIA, Pennsylvania 19114  
(215) 461-9464

Wingstop #1811 PA-Philadelphia-N.Broad St.  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
1501 N. BROAD STREET  
Philadelphia, Pennsylvania 19122  
(267) 802-9464

Wingstop #1855 PA-Philadelphia-Ridge Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
7124 Ridge Ave Suite 10  
Philadelphia, Pennsylvania 19128  
(267) 892-9464

Wingstop #2146 PA-Philadelphia-Aramingo  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
2401 Aramingo Ave, Suite 2429  
Philadelphia, Pennsylvania 19125  
(267) 783-9464

Wingstop #2236 PA-Philadelphia-Chew Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
5301 Chew Ave, B1B  
Philadelphia, Pennsylvania 19138  
(267) 794-9464

Wingstop #7001 PA-Philadelphia-Fairmount  
Ave- GK  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
3300 Fairmount Ave K30  
Philadelphia, Pennsylvania 19104  
(215) 259-3227

Wingstop #2273 Aramark - Temple University  
Aramark Food and Support Services Group, Inc.  
Ron Bennett  
1755 N 13th Street  
Philadelphia, Pennsylvania 19122  
(215) 204-6399

Wingstop #1194 PA-Philadelphia-City Line Ave.  
AP Wings LLC  
Payal Shah\*  
7644 CITY LINE AVENUE  
PHILADELPHIA, Pennsylvania 19151  
(215) 477-9464

Wingstop #1522 PA-Philadelphia-Island Ave  
Penrose Wings LLC  
Payal Shah\*  
2900 ISLAND AVE STE 2922  
PHILADELPHIA, Pennsylvania 19153-2028  
(215) 492-9464

Wingstop #2215 PA-Pittsburgh-Old Clairton Rd  
OM Clairton Penn Wings Inc.  
Kalpesh Patel\*  
10 Old Clairton Road, Ste 5  
Pittsburgh, Pennsylvania 15222  
(412) 664-5978

Wingstop #2227 PA-Edgewood-S Braddock Ave  
Om Edgewood Penn Wings Inc  
Kalpesh Patel\*  
1609 S. Braddock Avenue, Unit 201  
Pittsburgh, Pennsylvania 15218  
(412) 230-3142

Wingstop #2230 PA-Bellevue-Ohio River Blvd  
OM Bellevue Penn Wings, Inc.  
Kalpesh Patel\*  
4500 Ohio River Blvd.  
Pittsburgh, Pennsylvania 15202  
(412) 274-7788

Wingstop #2316 PA-Pittsburgh-McKnight Rd  
OM McKnight Penn Wings Inc  
Kalpesh Patel\*  
4885 McKnight Road  
Pittsburgh, Pennsylvania 15237  
(412) 274-0434

Wingstop #2474 PA-Reading-N. 5th St. Hwy  
Talon Restaurants, LLC  
Michael Axiotis\*  
3240 N. Fifth Street Hwy, Ste 3258  
Reading, Pennsylvania 19605  
(610) 571-5150

Wingstop #2460 PA-Shillington-E. Lancaster Ave  
Talon Restaurants, LLC  
Michael Axiotis\*  
530 E. Lancaster Ave, Unit A5  
Shillington, Pennsylvania 19607  
(484) 642-9464

Wingstop #1641 PA-Upper Darby-S. 69th St.  
69th Street Wings LLC  
Payal Shah\*  
240 S. 69TH ST.  
UPPER DARBY, Pennsylvania 19082  
(215) 902-9464

Wingstop #1439 PA-Wyncote-Cheltenham Ave  
GSRH Wings PA, LLC  
Rahul Agrawal\*  
3001 CHELTENHAM AVE STE 3040  
WYNCOTE, Pennsylvania 19095-2935  
(215) 769-9464

Wingstop #2251 PA-York-Loucks Rd  
Talon Restaurants, LLC  
Michael Axiotis\*  
970 Loucks Rd, Suite H  
York, Pennsylvania 17404  
(717) 744-2251

Wingstop #2259 PA-York-E Market St  
Talon Restaurants, LLC  
Michael Axiotis\*  
2474 E Market St  
York, Pennsylvania 17402  
(717) 699-8222

### **SOUTH CAROLINA**

Wingstop #0640 SC-Beaufort-Robert Smalls  
Sizzling Wings, LLC  
Nathan Garn\*  
272 ROBERT SMALLS PKWY  
BEAUFORT, South Carolina 29906-3702  
(843) 379-3535

Wingstop #1503 SC-Bluffton-Bluffton Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
25 BLUFFTON RD STE 607  
BLUFFTON, South Carolina 29910-7619  
(843) 461-3494

Wingstop #1367 SC-Charleston-Sam Rittenberg  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1319 SAM RITTENBERG BLVD  
CHARLESTON, South Carolina 29407-5031  
(843) 718-3554

Wingstop #0848 SC-Columbia-Percival Dr  
Sizzling Wings, LLC  
Nathan Garn\*  
106 PERCIVAL RD STE 300  
COLUMBIA, South Carolina 29206-6504  
(803) 814-1358

Wingstop #2334 SC-Columbia-Hardscrabble Rd  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
4611 Hardscrabble Rd, Suite 101  
Columbia, South Carolina 29229  
(839) 895-9464

Wingstop #2366 SC-Duncan-E Main St.  
Looking Ahead, Inc.  
Jesse Prioleau\*  
2142 E. Main Street, Suite 2C  
Duncan, South Carolina 29334  
(864) 447-6858

Wingstop #2442 SC-Easley-Calhoun Memorial  
Hwy  
VWS Restaurants, LLC  
Irfaan Lalani\*  
4839-B Calhoun Memorial Hwy  
Easley, South Carolina 29640  
(864) 453-9969

Wingstop #1198 SC-Greenville-Woodruff Rd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1143 WOODRUFF RD.  
GREENVILLE, South Carolina 29607  
(864) 412-5454

Wingstop #2512 SC-Irmo-Broad River Rd  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
7320 Broad River Rd, Suite A & B  
Irmo, South Carolina 29063  
(803) 490-7848

Wingstop #0161 SC-North Augusta  
R & J Wings, LLC  
Richard Branker\*  
358 E MARTINTOWN RD  
NORTH AUGUSTA, South Carolina 2984  
(803) 279-5664

Wingstop #0617 SC-North Charleston-Rivers  
Ave.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
7250 RIVERS AVE  
NORTH CHARLESTON, South Carolina  
29406-4625  
(843) 261-9464

Wingstop #1955 SC-Rock Hill-Cherry Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
2316 Cherry Road Suite 102  
Rock Hill, South Carolina 29730  
(803) 844-9464

Wingstop #0469 SC-Spartanburg  
Looking Ahead, Inc.  
Jesse Prioleau\*  
111 E BLACKSTOCK RD STE 200  
SPARTANBURG, South Carolina 29301-2604  
(864) 541-7617

Wingstop #1382 SC-Taylors-Wade Hampton  
Blvd  
VWS Restaurants, LLC  
Irfaan Lalani\*  
6003-A WADE HAMPTON BLVD  
TAYLORS, South Carolina 29687-5334  
(864) 655-4626

Wingstop #0891 SC-West Columbia-Augusta  
Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
2303 AUGUSTA RD  
WEST COLUMBIA, South Carolina 29169  
(803) 728-0940

## **SOUTH DAKOTA**

Wingstop #0778 SD-Sioux Falls-Minnesota Ave  
S.A.S. Wings, LLC  
Anna Claire Miranda-Santos  
1902 S MINNESOTA AVE  
SIOUX FALLS, South Dakota 57105-2813  
(605) 275-9464

## **TENNESSEE**

Wingstop #0351 TN-Antioch  
TCBWS2, LLC  
Paul (Grant) Carter\*  
847 HAMILTON CROSSING DRIVE  
ANTIOCH, Tennessee 37013-8909  
(615) 361-3525

Wingstop #0767 TN-Bartlett-Bartlett Blvd  
Memphis Wings Operations, LLC  
Troy Morrison\*  
2839 BARTLETT BLVD  
BARTLETT, Tennessee 38134-4529  
(901) 213-0130

Wingstop #2499 TN-Wolfchase-US 64  
Memphis Wings Operations, LLC  
Troy Morrison\*  
7780 Hwy 64, Suite 102  
BARTLETT, Tennessee 38133  
(901) 567-9464

Wingstop #2128 TN-Chattanooga-Brainerd Rd  
Peachtree Restaurant Group, LLC  
Pickens Lindsay\*  
5714 Brainerd Road  
Chattanooga, Tennessee 37411  
(423) 651-9464

Wingstop #1049 TN-Clarksville-Needmore Rd.  
TCBWS5, LLC  
Paul (Grant) Carter\*  
110 NEEDMORE RD  
CLARKSVILLE, Tennessee 37040-6641  
(931) 553-1414

Wingstop #1247 TN-Clarksville-Quin Lane  
TCBWS6, LLC  
Paul (Grant) Carter\*  
100 QUIN LANE, SPACE F  
LARKSVILLE, Tennessee 37042  
(931) 919-4884

Wingstop #0127 TN-Cordova  
Memphis Wings Operations, LLC  
Troy Morrison\*  
1605 N GERMANTOWN PKWY STE 103  
CORDOVA, Tennessee 38016-5974  
(901) 737-7000

Wingstop #2584 TN-Gallatin-Maharris Dr.  
Gallatin Wings, LLC  
Patrick Langan\*  
205 Maharris Dr., Suite A  
Gallatin, Tennessee 37066  
(931) 709-9464

Wingstop #2087 TN-Hendersonville-E Main St  
Hendersonville Wings, LLC  
Patrick Langan\*  
235 E. Main St.  
Suite 305  
Hendersonville, Tennessee 37075  
(615) 912-2300

Wingstop #2172 TN-Hermitage-Old Hickory  
Blvd  
Hermitage Wings, LLC  
Patrick Langan\*  
5570 Old Hickory Blvd, Ste 102  
Hermitage, Tennessee 37076  
(629) 895-1100

Wingstop #0659 TN-Jackson-Stonebridge Place  
Memphis Wings Operations, LLC  
Troy Morrison\*  
5 STONEBRIDGE BLVD STE C  
JACKSON, Tennessee 38305-2096  
(731) 300-0245

Wingstop #1142 TN-Kingsport-E. Stone Dr.  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1704 E. STONE DR.  
KINGSPORT, Tennessee 37660-4612  
(423) 578-9464



Wingstop #1010 TN-Knoxville-Broadway St  
VWS Restaurants, LLC  
Irfaan Lalani\*  
4865 N BROADWAY ST  
KNOXVILLE, Tennessee 37918-1708  
(865) 247-6218

Wingstop #2114 TN-Knoxville-Clinton Hwy  
VWS Restaurants, LLC  
Irfaan Lalani\*  
6631 Clinton Highway  
Suite 107  
Knoxville, Tennessee 37912  
(865) 381-3300

Wingstop #2291 TN-Knoxville-Kingston Pike  
VWS Restaurants, LLC  
Irfaan Lalani\*  
9255 Kingston Pike  
Knoxville, Tennessee 37922  
(865) 371-9464

Wingstop #0858 TN-Madison-Gallatin Pike N  
TCBWS4, LLC  
Paul (Grant) Carter\*  
127 GALLATIN PIKE N  
MADISON, Tennessee 37115-3701  
(615) 953-7999

Wingstop #2153 TN-Maryville-W Broadway  
Ave  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1743 W. Broadway Ave  
Maryville, Tennessee 37801  
(865) 738-9464

Wingstop #0580 TN-Memphis-Winchester Rd  
Memphis Wings Operations, LLC  
Troy Morrison\*  
7706 WINCHESTER RD STE 103  
MEMPHIS, Tennessee 38125-2399  
(901) 758-6201

Wingstop #0636 TN-Memphis-Poplar Ave.  
Memphis Wings Operations, LLC  
Troy Morrison\*  
4697 POPLAR AVE  
MEMPHIS, Tennessee 38117-4401  
(901) 537-1814

Wingstop #2440 TN-Morristown-W. Andrew  
Johnson Hwy  
VWS Restaurants, LLC  
Irfaan Lalani\*  
4327 W. Andrew Johnson Hwy, Ste 2  
Morristown, Tennessee 37813  
(423) 600-9397

Wingstop #0270 TN-Murfreesboro- Rutherford  
Blvd.  
TCBWS1, LLC  
Paul (Grant) Carter\*  
3006 S RUTHERFORD BLVD  
MURFREESBORO, Tennessee 37130  
(615) 848-2929

Wingstop #2405 TN-Murfreesboro-Old Fort  
Pkwy  
Boro Wings, LLC  
Patrick Langan\*  
2706 Old Fort Pkwy, Suite A  
Murfreesboro, Tennessee 37128  
(615) 624-9464

Wingstop #0805 TN-Nashville-Nolensville Pike  
TCBWS3, LLC  
Paul (Grant) Carter\*  
4122 NOLENSVILLE PIKE  
NASHVILLE, Tennessee 37211-4785  
(615) 331-8891

Wingstop #1297 TN-Nashville-Charlotte Pike  
Wings 1297, LLC  
Patrick Langan\*  
7088-C CHARLOTTE PIKE  
NASHVILLE, Tennessee 37209  
(615) 352-0088

Wingstop #1483 TN-Nashville-Elliston Pl  
Wings 1483, LLC  
Patrick Langan\*  
2113 ELLISTON PL  
NASHVILLE, Tennessee 37203  
(615) 956-2501

Wingstop #2131 TN-Nashville-Rosa L. Parks  
Metro Wings, LLC  
Patrick Langan\*  
2048 Rosa L. Parks Blvd.  
Nashville, Tennessee 37228  
(629) 910-9464

Wingstop #2132 TN-Nashville-Gallatin Pike  
East Nashville Wings, LLC  
Patrick Langan\*  
3300 Gallatin Pike, Space A  
Nashville, Tennessee 37216  
(629) 702-9464

Wingstop #2220 TN-Oak Ridge-S. Illinois Ave  
VWS Restaurants, LLC  
Irfaan Lalani\*  
212 S. Illinois Ave, Suite 100  
Oak Ridge, Tennessee 37830  
(865) 346-5242

Wingstop #2579 TN-Sevierville-Dolly Parton  
VWS Restaurants, LLC  
Irfaan Lalani\*  
972 Dolly Parton Pkwy  
Sevierville, Tennessee 37862  
(865) 868-9464

Wingstop #1529 TN-Smyrna-Sam Ridley Pkwy  
W.  
TCBWS1, LLC  
Paul (Grant) Carter\*  
443 SAM RIDLEY PKWY W.  
SMYRNA, Tennessee 37167-5626  
(615) 625-3853

## **TEXAS**

Wingstop #0084 TX-Abilene-Buffalo Gap Road  
VWS Restaurants, LLC  
Irfaan Lalani\*  
4102 BUFFALO GAP RD STE C  
ABILENE, Texas 79605-7203  
(325) 692-9464

Wingstop #1151 TX-Abilene-State Highway  
351  
VWS Restaurants, LLC  
Irfaan Lalani\*  
1813 STATE HIGHWAY 351  
ABILENE, Texas 79601-4749  
(325) 704-5234

Wingstop #0407 TX-Alamo  
Alamo Wings, Inc.  
Asif Rajabali\*  
1451 DURANTA AVE STE 6  
ALAMO, Texas 78516

Wingstop #0405 TX-Alice  
JM Lozano Enterprises, LLC  
Jose (JM) Lozano\*  
2611 E MAIN ST STE 701  
ALICE, Texas 78332-4256  
(361) 668-9464

Wingstop #0249 TX-Allen  
Allen Wings, INC.  
Asif Rajabali\*  
543 MCDERMOTT DR  
ALLEN, Texas 75013-2705  
(214) 383-2010

Wingstop #1103 TX-Alvin-Tovrea Rd  
A3K Company, LLC  
Ann Nguyen\*  
173 TOVREA ROAD SUITE G  
ALVIN, Texas 77511-2962  
(281) 756-9464

Wingstop #0090 TX-Amarillo-45th St.  
West Texas Wings, Inc.  
David Garten Jr.\*  
5807 W 45TH AVE STE 260  
AMARILLO, Texas 79109-5280  
(806) 356-9464

Wingstop #0416 TX-Amarillo-I-40 E  
West Texas Wings, Inc.  
David Garten Jr.\*  
3300 E INTERSTATE 40 STE 900  
AMARILLO, Texas 79103-4801  
(806) 331-9464

Wingstop #1696 TX-Amarillo-Gem Lake Rd  
West Texas Wings, Inc.  
David Garten Jr.\*  
5512 GEM LAKE RD STE 700  
AMARILLO, Texas 79106  
(806) 391-3786

Wingstop #1762 TX-Andrews-N. Main St  
Texcal Wingpartners, LLC  
Dora Braun\*  
1308 N. MAIN STREET  
Andrews, Texas 79714  
(432) 355-7500

Wingstop #1884 TX-Angleton-N Velasco  
Angleton PBP Wings, LLC  
Varughese Kuruvilla\*  
1802C N. Velasco  
Angleton, Texas 77515  
(979) 612-9464

Wingstop #1511 TX-Arcola-FM 521 Rd.  
P4N Arcola, LLC  
Ann Nguyen\*  
5243 FM 521 RD STE O  
ARCOLA, Texas 77583-2245  
(281) 431-9464

Wingstop #0154 TX-Arlington-Green Oaks  
J.S. Wings, L.P.  
James Cook  
2356 SE GREEN OAKS BLVD STE 190  
ARLINGTON, Texas 76018-0918  
(817) 417-9464

Wingstop #0332 TX-Arlington-E. Pioneer  
Parkway  
Pioneer Wings, LP  
Tommy Hicks II\*  
2030 S. Cooper, Suite 100  
ARLINGTON, Texas 76013  
(817) 860-9464

Wingstop #0727 TX-Arlington-E Pioneer Pkwy  
Tacos on Troup, LLC  
Tommy Hicks II\*  
2400 E PIONEER PKWY STE 110  
ARLINGTON, Texas 76010-8790  
(817) 795-9464

Wingstop #1801 TX-Athens-E Tyler St  
Athens Wings, LLC  
Patrick Langan\*  
1395 E Tyler Street Suite 101  
Athens, Texas 75751  
(903) 675-4261

Wingstop #0342 TX-Austin- Parmer Lane  
Austin Wingco, Inc.  
Rahul Agrawal\*  
1701 W PARMER LANE SUITE 104  
AUSTIN, Texas 78727-4506  
(512) 977-9464

Wingstop #0164 TX-Austin-Riverside  
CNJ Austin Wings II, Inc.  
Charles Loflin\*  
2410 E RIVERSIDE DR STE A1  
AUSTIN, Texas 78741-3052  
(512) 851-9464

Wingstop #0188 TX-Austin-Lamar  
CNJ Austin Wings I, Inc.  
Charles Loflin\*  
9616 N LAMAR BLVD STE 151  
AUSTIN, Texas 78753-4150  
(512) 873-1294

Wingstop #0706 TX-Austin-Ed Bluestein Blvd.  
CNJ Austin Wings VI, LLC  
Charles Loflin\*  
7112 ED BLUESTEIN BLVD STE 167  
AUSTIN, Texas 78723-2923  
(512) 928-9464

Wingstop #1219 TX-Austin-N. Interstate 35  
CNJ Austin Wings X, LLC  
Charles Loflin\*  
5400 North IH 35 Suite 5455  
AUSTIN, Texas 78723-2429  
(512) 326-9464

Wingstop #1275 TX-Austin-Research Blvd  
CNJ Austin Wings XI, LLC  
Charles Loflin\*  
13450 RESEARCH BLVD. STE 238  
AUSTIN, Texas 78750-3228  
(512) 331-9464

Wingstop #1624 TX-Austin-Hwy 290  
CNJ Austin Wings XII, LLC  
Charles Loflin\*  
7826 W. US Hwy 290, Suite 104  
AUSTIN, Texas 78736  
(512) 432-0265

Wingstop #1646 TX-Austin-Guadalupe St  
CNJ Austin Wings XIV, LLC  
Charles Loflin\*  
2316 GUADALUPE ST  
AUSTIN, Texas 78705  
(512) 465-2213

Wingstop #1664 TX-Austin-S. Interstate 35  
CNJ Austin Wings XIV, LLC  
Charles Loflin\*  
9600 S INTERSTATE 35 STE 44  
AUSTIN, Texas 78748-1733  
(512) 276-2664

Wingstop #1683 TX-Austin-W. Anderson Ln  
CNJ Austin Wings XV, LLC  
Charles Loflin\*  
2900 W. ANDERSON LN STE B1  
AUSTIN, Texas 78757  
(512) 291-6949

Wingstop #0108 TX-Austin-William Cannon  
P51 Wings, Inc.  
Daniel Nicholson  
500 W WILLIAM CANNON DR STE 422  
AUSTIN, Texas 78745-5852  
(512) 416-9464

Wingstop #2243 TX-Azle-Boyd Rd  
Wingbats of Azle, LLC  
Rhonda Gerrity\*  
913 Boyd Road, Suite 700  
Azle, Texas 76020  
(817) 406-4245

Wingstop #1035 TX-Bastrop-Hwy 71 West  
CNJ Austin Wings XIV, LLC  
Charles Loflin\*  
747 HWY 71 WEST, SUITE B-500  
BASTROP, Texas 78602-4139  
(512) 321-9464

Wingstop #0509 TX-Baytown  
MCME, LLC  
Rahul Agrawal\*  
5123 GARTH RD  
BAYTOWN, Texas 77521-9641  
(281) 421-0900

Wingstop #1569 TX-Baytown-Highway 146 N.  
Cinco Wings, LLC  
Guillermo (Willie) Mora\*  
8018 HIGHWAY 146 N. STE 6  
BAYTOWN, Texas 77523-2206  
(832) 548-9464

Wingstop #1173 TX-Beaumont-College St.  
GSR Restaurants, LLC  
Rahul Agrawal\*  
3850 COLLEGE STREET STE 200  
BEAUMONT, Texas 77701  
(409) 213-9464

Wingstop #1594 TX-Beaumont-Dowlen Rd  
GSR Restaurants, LLC  
Rahul Agrawal\*  
3939 DOWLEN RD. STE 5  
BEAUMONT, Texas 77706  
(409) 794-9464

Wingstop #0423 TX-Bellmead  
GSR Restaurants, LLC  
Rahul Agrawal\*  
600 N LOOP 340 STE 104  
BELLMEAD, Texas 76705-2797  
(254) 799-9464

Wingstop #1100 TX-Belton-Sparta Road  
GSR Restaurants, LLC  
Rahul Agrawal\*  
209 SPARTA ROAD  
BELTON, Texas 76513-1424  
(254) 933-9464

Wingstop #1932 TX-Big Spring-S. Gregg St.  
RW Wings, LP  
Douglas Williams\*  
2503 S. Gregg Street Suite D  
Big Spring, Texas 79720  
(432) 606-9464

Wingstop #1524 TX-Brenham-Highway 36 S  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
2642 HIGHWAY 36 S  
BRENHAM, Texas 77833-9600  
(979) 353-2112

Wingstop #0068 TX-Brownsville-Paredes  
Paredes Wings, Inc  
Asif Rajabali\*  
2501 PAREDES LINE RD STE A3  
BROWNSVILLE, Texas 78526-1194  
(956) 546-6700

Wingstop #0235 TX-Brownsville-Southmost  
Southmost Wings, Inc  
Asif Rajabali\*  
2950 SOUTHMOST RD STE 106  
BROWNSVILLE, Texas 78521-5168  
(956) 541-9464

Wingstop #0287 TX-Brownsville-FM 802  
Ruben Torres Wings, Inc  
Asif Rajabali\*  
5850 FM 802 STE E1  
BROWNSVILLE, Texas 78526-5211  
(956) 831-9464

Wingstop #0577 TX-Brownsville-Central Blvd-  
SPORTS  
Central Wings, Inc  
Asif Rajabali\*  
1905 CENTRAL BLVD  
BROWNSVILLE, Texas 78520  
(956) 542-9464

Wingstop #0604 TX-Brownsville-International  
Blvd-HYBRID  
Border Wings, Inc  
Asif Rajabali\*  
755 INTERNATIONAL BLVD STE G  
BROWNSVILLE, Texas 78520-5739  
(956) 546-9464

Wingstop #0647 TX-Brownsville-Alton Gloor-  
HYBRID  
Alton Gloor Wings, Inc  
Asif Rajabali\*  
400 E ALTON GLOOR BLVD STE C  
BROWNSVILLE, Texas 78526  
(956) 350-8500

Wingstop #1325 TX-Brownwood-E. Commerce  
St.  
Brownwood Best Wings, LLC  
Johnny Collins\*  
432 E. COMMERCE ST.  
BROWNWOOD, Texas 76801  
(325) 203-5360

Wingstop #1354 TX-Bryan-Boonville Rd  
Brazos County Wings I, LLC  
Charles Loflin\*  
2305 BOONVILLE RD SUITE 150  
BRYAN, Texas 77808  
(979) 776-9464

Wingstop #2345 TX-Buda-Main St.  
CNJ Austin Wings XIX LLC  
Charles Loflin\*  
1671 Main Street, Suite K  
Buda, Texas 78610  
(737) 999-0361

Wingstop #0878 TX-Carrollton-Hebron Pkwy  
Wings 878, LLC  
Patrick Langan\*  
4009 OLD DENTON RD STE 108  
CARROLLTON, Texas 75007  
(972) 492-4700

Wingstop #0061 TX-Cedar Hill  
CMRG-SDallas Investments, LP  
Todd Murrah\*  
104 W BELT LINE RD STE 4  
CEDAR HILL, Texas 75104-2062  
(469) 272-3900

Wingstop #0411 TX-Cedar Park  
Austin Wingco, Inc.  
Rahul Agrawal\*  
401 W WHITESTONE BLVD STE B100  
CEDAR PARK, Texas 78613-7005  
(512) 996-9464

Wingstop #2412 TX-Celina-S. Preston  
Celina Wings, Inc.  
Asif Rajabali\*  
525 South Preston, Ste 105  
Celina, Texas 75009  
(469) 481-4505

Wingstop #1727 TX-Channelview-Sheldon Rd  
MCME, LLC  
Rahul Agrawal\*  
431 SHELDON RD  
CHANNELVIEW, Texas 77530  
(832) 345-9464

Wingstop #1012 TX-Cleburne-W Henderson  
North Texas Wings, LLC  
Troy Morrison\*  
1301 W HENDERSON STE L-4-A  
CLEBURNE, Texas 76033-5100  
(817) 645-9464

Wingstop #0035 TX-College Station  
Brazos County Wings II, LLC  
Charles Loflin\*  
700 UNIVERSITY DR E STE B201  
COLLEGE STATION, Texas 77840-1848  
(979) 846-9464

Wingstop #1717 TX-College Station-FM 2154  
Brazos County Wings III, LLC  
Charles Loflin\*  
11659 FM 2154 Suite 100  
COLLEGE STATION, Texas 77845  
(979) 485-9942

Wingstop #0852 TX-Conroe-TX Hwy 242  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
8000 TX HWY 242 STE 113B  
CONROE, Texas 77385  
(936) 242-1568

Wingstop #1749 TX - Conroe - I45 S. State  
Hwy 336 Loop  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
381 S. Loop 336 W, Suite 1000  
Conroe, Texas 77304  
(346) 388-2900

Wingstop #0229 TX-Conroe  
PJP Wings LLC  
Raheem Veerani\*  
2200 I 45 N STE D  
CONROE, Texas 77301-1706  
(936) 756-0289

Wingstop #1340 TX-Coppell-S. Denton Tap  
GSR Foods, LLC  
Rahul Agrawal\*  
150 S. DENTON TAP RD.  
COPPELL, Texas 75019-3364  
(972) 304-9464

Wingstop #0710 TX-Copperas Cove-E US 190  
CNO Wings II, LLC  
Charles Loflin\*  
3010 E HWY 190 STE 260, BUILDING 2  
COPPERAS COVE, Texas 76522-2517  
(254) 547-9464

Wingstop #1885 TX-Corinth-FM 2181  
North Texas Wings, LLC  
Troy Morrison\*  
3961 FM 2181 Suite B  
Corinth, Texas 76210  
(940) 548-9464

Wingstop #0149 TX-Corpus Christi-Wooldridge  
E & J Wingers, LLC  
Estebanon Barnes  
6313 WOOLDRIDGE RD STE 1  
CORPUS CHRISTI, Texas 78414-2921  
(361) 906-9464

Wingstop #0050 TX-Corpus Christi-Weber  
C. C. Wings I, Inc.  
Charles Loflin\*  
5821 WEBER RD  
CORPUS CHRISTI, Texas 78413-3966  
(361) 855-8899

Wingstop #0312 TX-Corpus Christi- Ayers Rd  
C.C. Wings II, Inc.  
Charles Loflin\*  
4918 AYERS ST STE 102  
CORPUS CHRISTI, Texas 78415-1431  
(361) 850-9464

Wingstop #0567 TX-Corpus Christi-Hwy 77  
JM Lozano Enterprises, LLC  
Jose (JM) Lozano\*  
4101 US HIGHWAY 77 STE N3  
CORPUS CHRISTI, Texas 78410-4544  
(361) 241-1900

Wingstop #0404 TX-Corsicana  
GSR Foods II, LLC  
Rahul Agrawal\*  
1500 W 7TH AVE  
CORSICANA, Texas 75110-4901  
(903) 872-9000

Wingstop #1948 TX-Crosby-FM 2100  
GSR Foods, LLC  
Rahul Agrawal\*  
14405 FM 2100 Suite E  
Crosby, Texas 77532  
(346) 477-9464

Wingstop #1235 TX-Cross Roads-Highway 380  
& FM 424  
North Texas Wings, LLC  
Troy Morrison\*  
11750 US HWY 380 STE 280  
CROSS ROADS, Texas 76227  
(940) 365-9464

Wingstop #0129 TX-Crowley  
C & B Wings, LP  
Tommy Hicks II\*  
900 S CROWLEY RD STE 100  
CROWLEY, Texas 76036  
(817) 297-0089

Wingstop #1200 TX-Cypress-Highway 290  
GSR Restaurants, LLC  
Rahul Agrawal\*  
28404 HIGHWAY 290 STE G17  
CYPRESS, Texas 77433-4288  
(832) 856-9464

Wingstop #1284 TX-Cypress-Tuckerton Rd.  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
18121 TUCKERTON RD.  
CYPRESS, Texas 77433  
(281) 246-1671

Wingstop #1556 TX-Cypress-Fry Rd.  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
8350 FRY RD STE 650  
CYPRESS, Texas 77433-7116  
(832) 919-7877

Wingstop #1973 TX-Cypress-Grant Rd  
GSR Foods, LLC  
Rahul Agrawal\*  
14119 Grant Road  
Cypress, Texas 77429  
(346) 292-9464

Wingstop #0323 TX-Cypress  
Tropic Wings LLC  
Quan Nguyen  
13849 Cypress N Houston Road  
CYPRESS, Texas 77429  
(281) 758-2900

Wingstop #0009 TX-Dallas-Ross Ave  
GSR Restaurants, LLC  
Rahul Agrawal\*  
5334 ROSS AVE STE 600  
DALLAS, Texas 75206-7462  
(214) 821-9464

Wingstop #0398 TX-Dallas-Montfort  
GSR Foods, LLC  
Rahul Agrawal\*  
15212 MONTFORT RD STE 314  
DALLAS, Texas 75248-6456  
(972) 239-9464

Wingstop #1057 TX-Dallas-Duncanville Rd.  
GSR Foods, LLC  
Rahul Agrawal\*  
2410 DUNCANVILLE RD #108 & 109  
DALLAS, Texas 75211  
(469) 838-3189

Wingstop #1000 TX-DFW Airport-Terminal B  
Host International, Inc.  
Senior Counsel/Brands  
DFW AIRPORT TERMINAL B, GATE 28,  
2141 S. INTERNATIONAL PKWY  
Dallas, Texas 75261  
(972) 973-3112

Wingstop #0027 TX-Dallas-Lemmon  
MAC Wings of Texas, L.P.  
Maricela Heckelman  
4411 LEMMON AVE STE 100  
DALLAS, Texas 75219-2162  
(214) 219-9464

Wingstop #0306 TX-Dallas-Central  
MLC Wings L.P.  
Rex Heckelman\*  
10910 N CENTRAL EXPY  
DALLAS, Texas 75231-1006  
(214) 373-9464

Wingstop #0005 TX-Dallas-Camp Wisdom  
CMRG-SDallas Investments, LP  
Todd Murrah\*  
3333 W CAMP WISDOM RD STE 106  
DALLAS, Texas 75237-2553  
(972) 296-9464

Wingstop #0772 TX-Dallas-Vistawood Rd.  
AGOLA, LLC  
Kerry Parker  
4767 VISTAWOOD RD, BLDG C, STE 190  
DALLAS, Texas 75232  
(214) 374-9464

Wingstop #0013 TX-Dallas-Wynnewood  
CMRG-SDallas Investments, LP  
Todd Murrah\*  
1075 WYNNEWOOD VILLAGE SHP CTR  
DALLAS, Texas 75224-1858  
(214) 946-9464

Wingstop #0215 TX-Dallas-Jefferson  
Jefferson Wings, Inc.  
Asif Rajabali\*  
2627 W JEFFERSON BLVD STE 214  
DALLAS, Texas 75211-2685  
(214) 943-5600

Wingstop #0034 TX-Dallas-Forest Ln  
CMRG-2 Investments, LP  
Todd Murrah\*  
3128 FOREST LN STE 251  
DALLAS, Texas 75234-7764  
(972) 243-9464

Wingstop #0391 TX-Dallas-DFW Turnpike  
DFW Turnpike Wings, Inc.  
Asif Rajabali\*  
4351 DFW TPKE STE 110  
DALLAS, Texas 75211-1304  
(214) 634-9464

Wingstop #0232 TX-Dallas-Lombardy Ln  
CMRG-3 Investments LP  
Todd Murrah\*  
3400 LOMBARDY LN STE 107  
DALLAS, Texas 75220-3315  
(214) 654-9464

Wingstop #0564 TX-Dallas-Preston Rd.  
Preston Wings, INC  
Asif Rajabali\*  
13536 PRESTON RD STE 110  
DALLAS, Texas 75240-5227  
(972) 458-9464

Wingstop #1492 TX-Dallas-W. Mockingbird Ln  
CMRG-MOCK, LLC  
Todd Murrah\*  
1820 W. MOCKINGBIRD LN  
DALLAS, Texas 75235  
(214) 920-3630

Wingstop #1132 TX-Dallas-Preston Frankford  
Frankford Wings, INC  
Asif Rajabali\*  
18101 PRESTON RD. 204 D  
DALLAS, Texas 75252-5497  
(972) 931-9464

Wingstop #1729 TX-Dallas-N. Zang Blvd  
CMRG-Zang, LLC  
Todd Murrah\*  
1133 N. ZANG BLVD  
DALLAS, Texas 75203  
(214) 944-5925

Wingstop #1692 TX-Decatur-W. US Hwy 287  
Wingustad - Decatur, LLC  
Avez Maredia\*  
450 W. US HIGHWAY 287-81  
DECATUR, Texas 76234  
(940) 399-5599

Wingstop #0633 TX-Dallas-Greenville Ave  
R3C Norcross, LP  
Ronnie Norcross\*  
6130 GREENVILLE AVE STE 108  
DALLAS, Texas 75206-1937  
(214) 368-9464

Wingstop #0590 TX-Del Rio-Gibbs St.  
Val Verde Wings, LLC  
Charles Loflin\*  
615 E GIBBS ST STE 200  
DEL RIO, Texas 78840-4653  
(830) 308-3165



Wingstop #0029 TX-Denton  
North Texas Wings, LLC  
Troy Morrison\*  
2430 S INTERSTATE 35 E STE 100  
DENTON, Texas 76205-4943  
(940) 483-9464

Wingstop #0538 TX-Denton-Hwy 380  
North Texas Wings, LLC  
Troy Morrison\*  
2710 W UNIVERSITY DR STE 1012  
DENTON, Texas 76201-1604  
(940) 566-0007

Wingstop #1520 TX-Donna-E. Interstate Hwy 2  
Donna Wings, Inc.  
Asif Rajabali\*  
1814 E. IH-2 STE A  
DONNA, Texas 78537  
(956) 464-9464

Wingstop #0818 TX-Duncanville-Cedar Ridge  
Dr  
CMRG DUN 1, LLC  
Todd Murrah\*  
111 S CEDAR RIDGE DR STE 140  
DUNCANVILLE, Texas 75116-4582  
(972) 283-6079

Wingstop #2367 TX-Duncanville-E Hwy 67  
CMRG HWY 67 GP, LLC  
Todd Murrah\*  
270 E. Hwy 67  
Duncanville, Texas 75137  
(469) 513-2192

Wingstop #0532 TX-Eagle Pass  
Maverick Wings, LLC  
Charles Loflin\*  
404 S TEXAS DR  
EAGLE PASS, Texas 78852-5612  
(830) 773-4300

Wingstop #0318 TX-Edinburg-W University Dr  
Edinburg Wings, LLC  
Johnny Collins\*  
2405 W UNIVERSITY DR STE D  
EDINBURG, Texas 78539-2817  
(956) 287-9464

Wingstop #0439 TX-Edinburg-McColl  
McColl Wings, Inc.  
Asif Rajabali\*  
4029 S MCCOLL RD  
EDINBURG, Texas 78539-8385  
(956) 668-9464

Wingstop #0674 TX-Edinburg-Trenton Rd-  
SPORTS  
Trenton Wings, Inc.  
Asif Rajabali\*  
207 E TRENTON RD  
EDINBURG, Texas 78539-9762  
(956) 381-9464

Wingstop #1694 TX-Edinburg-Closner Blvd  
Closner Wings, Inc.  
Asif Rajabali\*  
3513 N. CLOSNER BLVD.  
Edinburg, Texas 78541  
(956) 305-5100

Wingstop #0073 TX-El Paso-Viscount  
Norcross & Reeves Enterprises, LP  
Ronnie Norcross\*  
9530 VISCOUNT BLVD STE 1E  
EL PASO, Texas 79925-7000  
(915) 593-9464

Wingstop #0102 TX-El Paso-George Dieter  
Norcross & Reeves Enterprises, LP  
Ronnie Norcross\*  
1757 GEORGE DIETER DR STE 122  
EL PASO, Texas 79936-4947  
(915) 598-9464

Wingstop #0170 TX-El Paso-S Desert  
Norcross & Reeves Enterprises, LP  
Ronnie Norcross\*  
6351 S DESERT BLVD, SUITE 403, BLDG D  
EL PASO, Texas 79932  
(915) 584-9464

Wingstop #0248 TX-El Paso-Mesa  
Norcross & Reeves Enterprises, LP  
Ronnie Norcross\*  
2900 N MESA ST STE J  
EL PASO, Texas 79902-2533  
(915) 546-9004

Wingstop #0445 TX-El Paso-Dyer  
Roker Wings, LLC  
Ronnie Norcross\*  
9839 DYER ST  
EL PASO, Texas 79924  
(915) 759-9464

Wingstop #0446 TX-El Paso-North Loop  
Roker Wings, LLC  
Ronnie Norcross\*  
8825 NORTH LOOP DR STE 131  
EL PASO, Texas 79907-4606  
(915) 858-0016

Wingstop #0684 TX-El Paso-N. Zaragosa Rd  
Roker Wings, LLC  
Ronnie Norcross\*  
1921 N ZARAGOSA RD  
EL PASO, Texas 79938-7979  
(915) 849-9464

Wingstop #1158 TX-El Paso-Montana Ave.  
EP Wing Store 1, LLC  
Ronnie Norcross\*  
5400 MONTANA AVE. SUITE B  
EL PASO, Texas 79903-4910  
(915) 540-7000

Wingstop #1333 TX-El Paso-Sunland Park Dr.  
EP Wing Store 3, LLC  
Ronnie Norcross\*  
1050 SUNLAND PARK DR. SUITE P-100  
EL PASO, Texas 79922  
(915) 581-9464

Wingstop #1645 TX-El Paso-McCombs St  
EP Wing Store 4, LLC  
Ronnie Norcross\*  
11300 MCCOMBS ST STE 501  
EL PASO, Texas 79934-3453  
(915) 304-0189

Wingstop #2059 TX-El Paso-Eastlake Blvd  
Wings of West Texas, LLC  
Ronnie Norcross\*  
13371 Eastlake Blvd Suite 307  
El Paso, Texas 79928  
(915) 234-2860

Wingstop #2064 TX-El Paso-Montana Ave  
Wings of West Texas, LLC  
Ronnie Norcross\*  
12703 Montana Ave Suite B3 & B4  
El Paso, Texas 79938  
(915) 257-1845

Wingstop #2278 TX-El Paso-Monroe Ave  
Wings of West Texas, LLC  
Ronnie Norcross\*  
4020 Monroe Ave, Suite A  
El Paso, Texas 79930  
(915) 219-8527

Wingstop #0773 TX-Elsa-E Edinburg Ave  
Elsa Wings, Inc.  
Asif Rajabali\*  
512 E EDINBURG AVE  
ELSA, Texas 78543  
(956) 262-9464

Wingstop #1604 TX-Ennis-E. Ennis Ave  
Southwings, LLC  
Ronnie Norcross\*  
1012 E. ENNIS AVE STE H  
ENNIS, Texas 75119  
(469) 881-1647

Wingstop #0015 TX-Eules  
Wings 15, LLC  
Patrick Langan\*  
1060 N MAIN ST STE 100  
EULESS, Texas 76039-3366  
(817) 571-0700

Wingstop #1155 TX-Eules-Highway 121  
Wings 1155, LLC  
Patrick Langan\*  
3001 HIGHWAY 121  
EULESS, Texas 76039  
(817) 283-8383

Wingstop #0223 TX-Flower Mound  
Triple 'N' Wings LLC  
Nadirali (Ned) Lalani\*  
2608 FLOWER MOUND RD  
FLOWER MOUND, Texas 75028-4237  
(972) 874-8444

Wingstop #0525 TX-Forest Hill  
Forest Hill Drive Wings, Inc.  
Asif Rajabali\*  
6734 FOREST HILL DR  
Forest Hill, Texas 76140  
(817) 293-1919

Wingstop #0344 TX-Fort Worth-8th Ave  
8th Avenue Wings, L.P.  
Tommy Hicks II\*  
2723 8TH AVE  
FORT WORTH, Texas 76110-3041  
(817) 924-6161

Wingstop #1984 TX-FORT WORTH-E.  
SEMINARY DR  
Camp Bowie Catch, LLC  
Tommy Hicks II\*  
920 E. SEMINARY DR  
Fort Worth, Texas 76115  
(682) 261-0002

Wingstop #0028 TX-Fort Worth-McCart  
McCart, LP  
Steve Milam\*  
7420 MCCART AVE STE 108  
FORT WORTH, Texas 76133-7271  
(817) 294-9464

Wingstop #0780 TX-Ft. Worth-E Berry St  
Granbury Wings, LLC  
Steve Milam\*  
2718 E BERRY ST  
FORT WORTH, Texas 76105  
(817) 534-9464

Wingstop #2340 TX-Fort Worth-Red Dirt  
CT Wings LLC  
Steve Milam\*  
9616 Red Dirt  
Fort Worth, Texas 76123  
(817) 402-4086

Wingstop #1161 TX-Fort Worth-North Tarrant  
Pkwy  
North Texas Wings, LLC  
Troy Morrison\*  
2317 N. TARRANT PKWY, SUITE 425  
FORT WORTH, Texas 76177  
(817) 847-1100

Wingstop #1678 TX-Fort Worth-Timberland  
Blvd  
North Texas Wings, LLC  
Troy Morrison\*  
12400 TIMBERLAND BLVD STE 100  
FORT WORTH, Texas 76244-5224  
(682) 255-9464

Wingstop #0004 TX-Fort Worth-Bryant Irvin  
Bryant Irvin Wings, Inc.  
Asif Rajabali\*  
4608 BRYANT IRVIN RD STE 414  
FORT WORTH, Texas 76132-3642  
(817) 263-5800

Wingstop #0491 TX-Ft. Worth-Clifford Center  
Dr.  
Clifford Street Wings, Inc.  
Asif Rajabali\*  
301 CLIFFORD CENTER DR STE 101  
FORT WORTH, Texas 76108-4444  
(817) 246-9464

Wingstop #0222 TX-Friendswood-FM 528  
MCME, LLC  
Rahul Agrawal\*  
3141 FM 528 RD STE 334  
FRIENDSWOOD, Texas 77546-8937  
(281) 554-8877

Wingstop #2119 TX-Gainesville-US-82  
North Texas Wings, LLC  
Troy Morrison\*  
905 E Hwy 82  
Gainesville, Texas 76240  
(940) 514-9464

Wingstop #0449 TX-Galveston  
61st PBP Restaurants, LLC  
Varughese Kuruvilla\*  
6202 BROADWAY ST STE B  
GALVESTON, Texas 77551-1098  
(409) 740-9464

Wingstop #0003 TX-Garland-Buckingham  
GSR Restaurants, LLC  
Rahul Agrawal\*  
2334 W BUCKINGHAM RD STE 330  
GARLAND, Texas 75042-3941  
(972) 494-4884

Wingstop #1583 TX-Garland-N. Jupiter Rd  
GSR Foods, LLC  
Rahul Agrawal\*  
4750 N. JUPITER RD STE 112  
GARLAND, Texas 75044  
(214) 214-9464

Wingstop #0095 TX-Garland-Broadway  
R3C Norcross, LP  
Ronnie Norcross\*  
5986 BROADWAY BLVD  
GARLAND, Texas 75043  
(972) 303-5885

Wingstop #0378 TX-Georgetown  
CNJ Austin Wings V, LLC  
Charles Loflin\*  
1013 W UNIVERSITY AVE STE 112  
GEORGETOWN, Texas 78628-5340  
(512) 863-8181

Wingstop #2386 TX-Georgetown-Ronald  
Reagan Blvd  
CNJ Austin Wings XX, LLC  
Charles Loflin\*  
19372 Ronald Reagan Blvd, Suite 340  
Georgetown, Texas 78628  
(737) 215-8004

Wingstop #1084 TX-Granbury-Hwy 377  
North Texas Wings, LLC  
Troy Morrison\*  
329 E. HWY 377  
GRANBURY, Texas 76048-2553  
(817) 573-2974

Wingstop #0019 TX-Grand Prairie-S Carrier  
Kindle-Ellis Investments, Inc.  
Carol Ellis\*  
4116 S CARRIER PKWY STE 100  
GRAND PRAIRIE, Texas 75052-3245  
(972) 266-8600

Wingstop #0214 TX-Grand Prairie-Arkansas LN  
Kindle-Ellis Investments, Inc.  
Carol Ellis\*  
1215 Arkansas Lane, Suite 250  
GRAND PRAIRIE, Texas 75052  
(972) 264-9464

Wingstop #1468 TX-Grand Prairie-N. Belt Line  
CMRG I-30, LLC  
Todd Murrah\*  
928 N. BELTLINE RD #200  
GRAND PRAIRIE, Texas 75050-5864  
(972) 237-7997

Wingstop #1065 TX-Grapevine-W.Northwest  
Hwy  
Wings 1065, LLC  
Patrick Langan\*  
2150 W. NORTHWEST HWY #101  
Grapevine, Texas 76051-6989  
(817) 864-8692

Wingstop #1253 TX-Greenville-Wesley St.  
GPD Enterprises, LLC  
Jeff Worthen\*  
6413 WESLEY ST.  
GREENVILLE, Texas 75402  
(903) 455-9464

Wingstop #0849 TX-Haltom City-Belknap St  
Beach Street Wings, LLC  
Steve Milam\*  
4017 E BELKNAP ST  
HALTOM CITY, Texas 76111-6600  
(817) 831-9464

Wingstop #1066 TX-Harker Heights- E. FM  
2410  
CNO Wings III, LLC  
Charles Loflin\*  
300 E. FM 2410 ROAD, SUITE 106  
HARKER HEIGHTS, Texas 76548-1893  
(254) 680-9464

Wingstop #0339 TX-Harlingen-Sunshine Strip-  
HYBRID  
Sunshine Wings, Inc  
Asif Rajabali\*  
2010 S 77 SUNSHINE STRIP #202  
HARLINGEN, Texas 78550-8334  
(956) 428-9464

Wingstop #0413 TX-Harlingen-Harrison  
Harrison Wings, Inc  
Asif Rajabali\*  
1729 W HARRISON AVE STE B  
HARLINGEN, Texas 78550-5921  
(956) 440-9464

Wingstop #1815 TX-Haslet-Avondale Haslet Rd  
North Texas Wings, LLC  
Troy Morrison\*  
2488 Avondale Haslet Road Suite 164  
Haslet, Texas 76052  
(817) 898-9464

Wingstop #2003 TX-Henderson-US Hwy 79  
Wing Cave, LLC  
Patrick Langan\*  
2319 US Highway 79  
Henderson, Texas 75654  
(903) 551-3339

Wingstop #0001 TX-Highland Village  
Triple 'N' Wings LLC  
Nadirali (Ned) Lalani\*  
2230 FM 407 STE 290  
HIGHLAND VILLAGE, Texas 75077-7181  
(972) 966-0199

Wingstop #1248 TX-Horizon City-Horizon Blvd  
EP Wing Store 2, LLC  
Ronnie Norcross\*  
13855 HORIZON BLVD STE C & D  
HORIZON CITY, Texas 79928  
(915) 852-2000

Wingstop #0014 TX-Houston-Kirkwood  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
2319 S KIRKWOOD RD  
HOUSTON, Texas 77077-6505  
(281) 679-9464

Wingstop #0053 TX-Houston-Little York  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
6164 HIGHWAY 6 N  
HOUSTON, Texas 77084-1304  
(281) 550-1600

Wingstop #0091 TX-Houston-FM 1960  
GSR Foods III LLC  
Rahul Agrawal\*  
376 FM 1960 RD W STE K  
HOUSTON, Texas 77090-3507  
(281) 209-9464

Wingstop #0174 TX-Houston-S. Post Oak Rd at  
Meyer Park  
MCME, LLC  
Rahul Agrawal\*  
10273 S POST OAK RD  
HOUSTON, Texas 77096-4306  
(713) 551-9464

Wingstop #0234 TX-Houston-Harrisburg  
MCME, LLC  
Rahul Agrawal\*  
6858 HARRISBURG BLVD  
HOUSTON, Texas 77011-4626  
(713) 926-9464

Wingstop #0425 TX-Houston-Main  
MCME, LLC  
Rahul Agrawal\*  
8200 S MAIN ST STE 800  
HOUSTON, Texas 77025-2877  
(713) 661-9464

Wingstop #0483 TX-Houston-Wallisville  
MCME, LLC  
Rahul Agrawal\*  
15242 WALLISVILLE RD  
HOUSTON, Texas 77049-4627  
(713) 455-9464

Wingstop #0531 TX-Houston-Blalock  
MCME, LLC  
Rahul Agrawal\*  
1049 BLALOCK RD  
Houston, Texas 77055-7424  
(713) 365-9464

Wingstop #0568 TX-Houston-Scott Street  
GSR Restaurants, LLC  
Rahul Agrawal\*  
3750 SCOTT ST STE 100  
HOUSTON, Texas 77004  
(713) 440-9464

Wingstop #0662 TX-Houston-Yale (The  
Heights)  
GSR Restaurants, LLC  
Rahul Agrawal\*  
174 YALE ST STE 600  
HOUSTON, Texas 77007-3745  
(713) 714-8650

Wingstop #0819 TX-Houston-Northwest Frwy  
MCME, LLC  
Rahul Agrawal\*  
14165 NORTHWEST FWY  
HOUSTON, Texas 77040-5058  
(713) 460-9464

Wingstop #0970 TX-Houston-North Freeway  
GSR Foods, LLC  
Rahul Agrawal\*  
10749 NORTH FREEWAY  
HOUSTON, Texas 77037-1129  
(281) 800-5900

Wingstop #0994 TX-Houston-Shepherd  
GSR Foods, LLC  
Rahul Agrawal\*  
2802 N SHEPHERD DR STE 400  
HOUSTON, Texas 77008-1934  
(832) 673-0100

Wingstop #1154 TX-Houston-Cross Timbers  
GSR Restaurants, LLC  
Rahul Agrawal\*  
4400 NORTH FREEWAY STE A150  
HOUSTON, Texas 77022-3604  
(713) 936-9464

Wingstop #1301 TX-Houston-Katy Freeway  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
19111 KATY FREEWAY  
HOUSTON, Texas 77094  
(281) 676-8133

Wingstop #1494 TX-Houston-West Rd.  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
8540 HIGHWAY 6 N  
HOUSTON, Texas 77095-2103  
(832) 384-4772

Wingstop #1510 TX-Houston-W. Bellfort St  
GSR Restaurants, LLC  
Rahul Agrawal\*  
7576 W. BELLFORT ST.  
HOUSTON, Texas 77071-2102  
(832) 862-9464

Wingstop #1562 TX-Houston-York Plaza  
GSR Restaurants, LLC  
Rahul Agrawal\*  
448D W LITTLE YORK RD  
HOUSTON, Texas 77076-1305  
(346) 352-9464

Wingstop #1633 TX-Houston-FM 1960 Rd  
GSR Foods, LLC  
Rahul Agrawal\*  
2503 FM 1960 E.  
HOUSTON, Texas 77073  
(281) 985-9464

Wingstop #1786 TX-Spring-Spring Cypress Rd  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
8675 Spring Cypress Road  
Houston, Texas 77379  
(346) 372-5922

Wingstop #1928 TX-Houston-W. 34th St  
GSR Foods, LLC  
Rahul Agrawal\*  
5185 W. 34th Street Suite 300  
Houston, Texas 77092  
(832) 569-9464

Wingstop #1943 TX-Houston-Westheimer Rd  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
10001 Westheimer Rd Suite 2525  
Houston, Texas 77042  
(346) 201-4855

Wingstop #2034 TX-Houston-Hammerly Blvd  
GSR Foods, LLC  
Rahul Agrawal\*  
10120 Hammerly Blvd  
Houston, Texas 77080  
(281) 767-9464

Wingstop #0030 TX-Houston-Woodforest  
Beaver Wings 2, LLC  
Todd Beaver\*  
12620 WOODFOREST BLVD STE 470  
HOUSTON, Texas 77015-3570  
(713) 453-5200

Wingstop #0177 TX-Houston-Bay Area Blvd  
Beaver Wings 1, LLC  
Todd Beaver\*  
2403-B BAY AREA BLVD  
HOUSTON, Texas 77058-1520  
(281) 280-9464

Wingstop #0042 TX-Houston-Veterans  
Memorial  
Top Wing, Inc.  
James Davis\*  
12100 VETERANS MEMORIAL DR STE B  
HOUSTON, Texas 77067-1126  
(281) 440-9464

Wingstop #1643 TX-Houston-Gineridge & S.  
Post Oak Rd  
PBP Wings, LLC  
Varughese Kuruvilla\*  
15999 S. POST OAK RD  
HOUSTON, Texas 77053  
(281) 767-7024

Wingstop #0058 TX-Houston-Broadway  
Broadway Wings LLC  
Guillermo (Willie) Mora\*  
8326 BROADWAY ST  
HOUSTON, Texas 77061-1802  
(713) 847-9464

Wingstop #0202 TX-Houston-Gulfgate  
Primera Investments, LLC  
Guillermo (Willie) Mora\*  
712 GULFGATE CENTER MALL  
HOUSTON, Texas 77087-3026  
(713) 643-9464

Wingstop #1485 TX-Houston-Edgebrook Dr.  
H-Town Wings, LLC  
Guillermo (Willie) Mora\*  
1167 EDGEBROOK DR.  
HOUSTON, Texas 77034  
(832) 930-9464

Wingstop #0128 TX-Houston-Jones  
Buffwings Enterprises, Inc.  
Khoa Ngo\*  
9804 JONES RD STE A  
HOUSTON, Texas 77065-5277  
(281) 477-9464

Wingstop #0250 TX-Houston-Beechnut at  
Hillcroft  
KMC Wings Enterprises, LLC  
Khoa Ngo\*  
5621 BEECHNUT ST STE A  
HOUSTON, Texas 77096-1021  
(713) 777-9464

Wingstop #0252 TX-Houston-Tomball Pkwy  
Mylanwings Enterprises LLC  
Khoa Ngo\*  
19754 TOMBALL PKWY STE 4  
HOUSTON, Texas 77070-3102  
(281) 897-9464

Wingstop #1730 TX-Houston-Southwest Fwy  
88 Wings, LLC  
Khoa Ngo\*  
7505 SOUTHWEST FWY SUITE 204  
HOUSTON, Texas 77074  
(713) 979-9464

Wingstop #0060 TX-Houston-Wilcrest  
A2K Company, Inc.  
Ann Nguyen\*  
11926 WILCREST DR  
HOUSTON, Texas 77031-1922  
(281) 530-9464

Wingstop #0153 TX-Houston-Beechnut at  
Beltway 8  
A3K Company, LLC  
Ann Nguyen\*  
10100 BEECHNUT ST STE 180  
HOUSTON, Texas 77072-5042  
(281) 564-9464

Wingstop #1785 TX-Houston-Bellaire Blvd  
P4N Bellaire, LLC  
Ann Nguyen\*  
11936 Bellaire Blvd  
#F & #G  
Houston, Texas 77072  
(346) 954-9464

Wingstop #1886 TX-Houston-Lockwood Dr  
P4N2 Lockwood, LLC  
Ann Nguyen\*  
4400 B Lockwood Drive, Suite B  
Houston, Texas 77026  
(832) 304-9464

Wingstop #2033 TX-Houston-N. Wayside Dr.  
P4N2 N Wayside, LLC  
Ann Nguyen\*  
7610 N. Wayside Drive, Suite B  
Houston, Texas 77028  
(832) 530-4552

Wingstop #2148 TX-Houston-Cullen Blvd  
P4N2 Cullen, LLC  
Ann Nguyen\*  
9432 Cullen Blvd  
Houston, Texas 77051  
(346) 833-8308

Wingstop #0044 TX-Houston-Hwy 6  
Mewingmo, Ltd.  
Carol Porter\*  
9210 HIGHWAY 6 S STE F  
HOUSTON, Texas 77083-6385  
(832) 328-3737

Wingstop #0152 TX-Houston-Westheimer  
Volando, Ltd.  
Carol Porter\*  
6447 WESTHEIMER RD  
HOUSTON, Texas 77057-5105  
(713) 266-9464

Wingstop #0052 TX-Houston-Antoine  
T & K Seafood and Wing LLC  
Thomas Tran\*  
7332 ANTOINE DR  
HOUSTON, Texas 77088-7230  
(281) 820-5000

Wingstop #0595 TX-Houston-Aldine Mail Rd  
TMD Wing Enterprises, Inc.  
Thomas Tran\*  
5228 ALDINE MAIL RD STE A  
HOUSTON, Texas 77039-3804  
(281) 219-9464

Wingstop #1647 TX-Houston-3800 Little York  
Rd  
Mesawings Enterprises, LLC  
Thomas Tran\*  
3500 LITTLE YORK RD STE B2  
HOUSTON, Texas 77093-3616  
(713) 692-9464

Wingstop #0056 TX-Houston-Fuqua  
HTL Enterprises, Inc.  
Henry Van\*  
11009 FUQUA ST  
HOUSTON, Texas 77089-2510  
(713) 946-9464

Wingstop #0231 TX-Houston-West Oaks  
HLT Family, L.L.C.  
Henry Van\*  
2412B HIGHWAY 6 S  
HOUSTON, Texas 77077-5232  
(281) 589-9464

Wingstop #0403 TX-Houston-Dairy Ashford  
H2TL Company, LLC  
Henry Van\*  
720 DAIRY ASHFORD DR, STE 200  
HOUSTON, Texas 77079-5308  
(281) 596-9464

Wingstop #0114 TX-Houston-Wirt  
PJP Wings LLC  
Raheem Veerani\*  
1425 WIRT RD  
HOUSTON, Texas 77055-4916  
(713) 464-9464

Wingstop #0158 TX-Houston-Hwy 249  
PJP Wings LLC  
Raheem Veerani\*  
12430 STATE HIGHWAY 249 STE B  
HOUSTON, Texas 77086-3339  
(281) 820-9464

Wingstop #0496 TX-Houston-Richmond  
PJP Wings LLC  
Raheem Veerani\*  
4102 RICHMOND AVE STE A  
HOUSTON, Texas 77027-6820  
(713) 877-9464

Wingstop #2068 TX-Hudson Oaks-Ft Worth  
Hwy  
Wingbats of Hudson Oaks, LLC  
Rhonda Gerrity\*  
2950 Fort Worth Highway  
Hudson Oaks, Texas 76087  
(817) 598-9464



Wingstop #0596 TX-Humble(Atascocita)-FM  
1960 RD E  
MCME, LLC  
Rahul Agrawal\*  
7611 FM 1960 RD E  
HUMBLE, Texas 77346-2209  
(281) 973-9238

Wingstop #0877 TX-Humble-N Sam Houston  
Pkwy E  
GSR Restaurants, LLC  
Rahul Agrawal\*  
9635 N SAM HOUSTON PKWY E  
HUMBLE, Texas 77396-1529  
(281) 441-9464

Wingstop #0639 TX-Humble-1st St W.  
Top Wings 4U, LLC  
James Davis\*  
128 1ST ST W  
HUMBLE, Texas 77338-3619  
(281) 548-9464

Wingstop #0353 TX-Huntsville  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
3011 HIGHWAY 30 W STE 103B  
HUNTSVILLE, Texas 77340-3534  
(936) 294-9464

Wingstop #0104 TX-Hurst-Precinct Line Rd  
Wings 104, LLC  
Patrick Langan\*  
1714 Precinct Line Rd #100  
HURST, Texas 76054-2745  
(817) 485-9464

Wingstop #0690 TX-Hurst-E Pipeline Rd  
Wings 690, LLC  
Patrick Langan\*  
522 E PIPELINE RD  
HURST, Texas 76053  
(817) 282-9464

Wingstop #2344 TX-Hutto-Ed Schmidt Blvd  
CNJ Austin Wings XVIII, LLC  
Charles Loflin\*  
125 Ed Schmidt Blvd, Suite 200  
Hutto, Texas 78634  
(512) 759-6795

Wingstop #0002 TX-Irving-N MacArthur  
GSR Foods, LLC  
Rahul Agrawal\*  
10009 N MACARTHUR BLVD STE 117  
IRVING, Texas 75063-5082  
(214) 238-7715

Wingstop #0012 TX-Irving-Belt Line  
CMRG-2 Investments, LP  
Todd Murrah\*  
2920 N BELT LINE RD  
IRVING, Texas 75062-5247  
(972) 871-7081

Wingstop #0599 TX-Irving-W Royal Ln  
CMRG-LC Investments, LP  
Todd Murrah\*  
811 W ROYAL LN  
IRVING, Texas 75039-3816  
(972) 444-8477

Wingstop #2149 TX-Irving-N MacArthur Blvd  
CMRG MacArthur, LP  
Todd Murrah\*  
4000 N. MacArthur Blvd, Suite A128  
Irving, Texas 75038  
(469) 586-5390

Wingstop #1738 TX-Jacinto City-E. Frwy  
GSR Foods, LLC  
Rahul Agrawal\*  
11410-200 EAST FREEWAY (I-10) SUITE 16  
Jacinto City, Texas 77029  
(832) 219-9464

Wingstop #0811 TX-Jacksonville-S Jackson St  
GSR Foods II, LLC  
Rahul Agrawal\*  
1502 S JACKSON ST  
JACKSONVILLE, Texas 75766-3026  
(903) 284-6224

Wingstop #0255 TX-Katy-Mason Rd  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
1830 S MASON RD STE 140  
KATY, Texas 77450-6148  
(281) 392-1700

Wingstop #0478 TX-Katy-N Fry  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
5502 N FRY RD STE F  
KATY, Texas 77449-5746  
(832) 593-9464

Wingstop #0756 TX-Katy-Spring Green Blvd  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
9550 SPRING GREEN BLVD STE 414  
KATY, Texas 77494-3759  
(281) 574-7776

Wingstop #0800 TX-Katy-Katy Mills Blvd  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
1998 KATY MILLS BLVD STE B  
KATY, Texas 77494-4100  
(281) 392-0164

Wingstop #1212 TX-Katy-Grand Pkwy  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
2918 W GRAND PKWY N., STE 160  
KATY, Texas 77449  
(281) 665-4100

Wingstop #2010 TX-Kaufman-Walton Drive  
MIA Wings, LLC  
Patrick Langan\*  
2210 Walton Drive #110  
Kaufman, Texas 75142  
(469) 966-9400

Wingstop #0544 TX-Kemah-FM 518  
Southeast Food Partners of Kemah, L.L.C.  
Varughese Kuruvilla\*  
212 FM 518 RD STE 110  
KEMAH, Texas 77565-2557  
(281) 538-5800

Wingstop #1670 TX-Kerrville-Junction  
Highway  
Kerr County Wings I, LLC  
Charles Loflin\*  
1304 JUNCTION HIGHWAY STE 550  
KERRVILLE, Texas 78028  
(830) 496-4196

Wingstop #1159 TX-Kilgore-US 259  
Worthen, Inc.  
Jeff Worthen\*  
1214 N HIGHWAY 259 SUITE 200  
KILGORE, Texas 75662  
(903) 986-9464

Wingstop #0011 TX-Killeen  
CNO Wings I, LLC  
Charles Loflin\*  
902 W CENTRAL TEXAS EXPY STE E  
KILLEEN, Texas 76541-2566  
(254) 501-3278

Wingstop #0361 TX-Kingsville  
JM Lozano Enterprises, LLC  
Jose (JM) Lozano\*  
1310 GENERAL CAVAZOS BLVD STE G  
KINGSVILLE, Texas 78363-7147  
(361) 592-9464

Wingstop #1653 TX-Kingwood-Northpark  
Drive  
MCME, LLC  
Rahul Agrawal\*  
300 NORTH PARK DRIVE  
KINGWOOD, Texas 77339  
(346) 398-9464

Wingstop #1218 TX-Kyle-Kyle Centre Dr  
CNJ Austin Wings IX, LLC  
Charles Loflin\*  
5167 KYLE CENTRE DR. UNIT 8-114  
KYLE, Texas 78640  
(512) 262-1555

Wingstop #0499 TX-La Marque  
MCME, LLC  
Rahul Agrawal\*  
6402 INTERSTATE 45 STE G  
LA MARQUE, Texas 77568-3094  
(409) 986-1000

Wingstop #0498 TX-Lake Jackson  
Noel Silva & Associates, LLC  
Noel Silva  
117 Highway 332 W  
LAKE JACKSON, Texas 77566-5140  
(979) 480-9464

Wingstop #2016 TX-LaPorte-W Fairmont Pkwy  
Wing Daddy, LLC  
Guillermo (Willie) Mora\*  
1438 W. Fairmont Parkway  
LaPorte, Texas 77571  
(281) 524-9464

Wingstop #0765 TX-Laredo-Bob Bullock Loop  
Laredo Wings III, LLC  
Charles Loflin\*  
2420 BOB BULLOCK STE 20  
LAREDO, Texas 78043  
(956) 717-9464

Wingstop #0150 TX-Laredo-San Dario  
Laredo Wings, Inc.  
Ray Morales\*  
7309 SAN DARIO AVE STE 150  
LAREDO, Texas 78045-7319  
(956) 753-9464

Wingstop #0322 TX-Laredo-Hwy 83  
Laredo Wings II, Inc.  
Ray Morales\*  
4415 US HWY 83  
LAREDO, Texas 78046  
(956) 796-9464

Wingstop #0484 TX-League City  
Southeast Food Partners, LLC  
Varughese Kuruvilla\*  
3010 S GULF FWY STE N  
LEAGUE CITY, Texas 77573  
(281) 534-2000

Wingstop #2001 TX-League City-Gulf Frwy S  
518 PBP Wings, LLC  
Varughese Kuruvilla\*  
190 B-1 Gulf Freeway  
League City, Texas 77573  
(346) 358-9464

Wingstop #0032 TX-Lewisville-Hwy 121  
J-P GoWing On, Inc.  
Pam McWhorter  
2305 S STATE HIGHWAY 121  
LEWISVILLE, Texas 75067-8131  
(972) 459-7100

Wingstop #0861 TX-Lindale-S Main St  
Lindale Wings, LLC  
Michael Meador  
2553 S MAIN ST BLDG D  
LINDALE, Texas 75771-7722  
(903) 882-5200

Wingstop #0119 TX-Longview-Northwest  
MWJ Enterprises, Inc.  
Jeff Worthen\*  
1723 W LOOP 281  
LONGVIEW, Texas 75604-2734  
(903) 291-9464

Wingstop #0475 TX-Longview-Loop 281  
MWJ Enterprises, Inc.  
Jeff Worthen\*  
518 E LOOP 281  
LONGVIEW, Texas 75605-5000  
(903) 753-9464

Wingstop #1146 TX- Longview- S. High Street  
MWJ Enterprises, Inc.  
Jeff Worthen\*  
2430 S. HIGH STREET  
LONGVIEW, Texas 75602  
(903) 757-9464

Wingstop #1060 TX-Los Fresnos-E. Ocean  
Los Fresnos Wings, Inc.  
Asif Rajabali\*  
405 E. OCEAN DR  
LOS FRESNOS, Texas 78566-3232  
(956) 233-9464

Wingstop #0063 TX-Lubbock-Slide  
Otero Joens Investments, LLC  
Brent Joens\*  
6807 SLIDE RD STE G  
LUBBOCK, Texas 79424-1529  
(806) 798-3226

Wingstop #0274 TX-Lubbock-Loop 289  
Otero Joens Investments, LLC  
Brent Joens\*  
5510 4TH ST STE 220  
LUBBOCK, Texas 79416-4220  
(806) 788-1310

Wingstop #0341 TX-Lubbock-7th St  
Otero Joens Investments, LLC  
Brent Joens\*  
1803 7TH ST STE 701  
LUBBOCK, Texas 79401-2324  
(806) 744-7675

Wingstop #1911 TX-Lubbock-114th St  
Chasing the Wings, LLC  
Brent Joens\*  
4409 114th Street Suite 100  
Lubbock, Texas 79424  
(806) 310-6479

Wingstop #2551 TX-Lucas-SEC Angel Pkwy &  
McGarity Ln  
Lucas Wings, Inc.  
Asif Rajabali\*  
2695 McGarity Lane, Suite 400  
Lucas, Texas 75002  
(945) 888-9464

Wingstop #0201 TX-Lufkin  
GSR Foods II, LLC  
Rahul Agrawal\*  
4505 S MEDFORD DR STE 212  
LUFKIN, Texas 75901-5661  
(936) 639-9464

Wingstop #2437 TX-Magnolia-FM 1488  
GSR Foods, LLC  
Rahul Agrawal\*  
13654 FM 1488, Suite 300  
Magnolia, Texas 77354  
(346) 594-9464

Wingstop #1666 TX-Magnolia-FM 1488 Rd  
Wingustad - Egypt, LLC  
Avez Maredia\*  
6606 FM 1488 RD STE 100  
MAGNOLIA, Texas 77354  
(832) 838-9464

Wingstop #0203 TX-Mansfield  
Mansfield Wings, LP  
Tommy Hicks II\*  
2881 MATLOCK AVENUE STE 103  
MANSFIELD, Texas 76063-7805  
(817) 453-0900

Wingstop #1270 TX-Mansfield-Broad St.  
East Broad Street Wings, LLC  
Tommy Hicks II\*  
2210 East Broad Street, Suite 100  
Mansfield, Texas 76063  
(817) 473-9464

Wingstop #2058 TX-Manvel-Morris Ave  
P4N Manvel, LLC  
Ann Nguyen\*  
19431 Morris Ave Suite 130  
Manvel, Texas 77578  
(832) 336-5432

Wingstop #1945 TX-Marble Falls-N US Hwy  
281  
Marble Falls Wings I, LLC  
Charles Loflin\*  
2508 N. US Highway 281 Suite 125  
Marble Falls, Texas 78654  
(830) 201-4096

Wingstop #1788 TX-Marshall-East End Blvd  
Marshall Wing Company, LLC  
Jeff Worthen\*  
101 EAST END BLVD SOUTH  
MARSHALL, Texas 75670  
(903) 935-9464

Wingstop #0089 TX-McAllen-N 10th St  
South of the Border Wings, Inc.  
Johnny Collins\*  
2901 N 10TH ST STE D  
MCALLEN, Texas 78501-1947  
(956) 683-8888

Wingstop #0609 TX-McAllen-Pecan Blvd  
Ware Road's Best Wings, LLC  
Johnny Collins\*  
3721 PECAN BLVD STE 20  
MCALLEN, Texas 78501-3604  
(956) 631-9464

Wingstop #0357 TX-McAllen-E Expressway 83  
McAllen Wings, Inc.  
Asif Rajabali\*  
1308 E EXPRESSWAY 83  
MCALLEN, Texas 78503-1604  
(956) 971-0220

Wingstop #0345 TX-McKinney-Central  
R3C Norcross, LP  
Ronnie Norcross\*  
1681 N CENTRAL EXPY STE 100  
MCKINNEY, Texas 75070-3111  
(469) 952-3555

Wingstop #0168 TX-McKinney-Eldorado  
El Dorado Parkway Wings, Inc.  
Asif Rajabali\*  
4550 W ELDORADO PKWY STE 105  
MCKINNEY, Texas 75070-2507  
(972) 548-1800

Wingstop #1266 TX-McKinney-N. Custer Rd.  
Custer Wings, INC.  
Asif Rajabali\*  
1521 N. CUSTER RD. STE 2200  
MCKINNEY, Texas 75071-3294  
(214) 592-9464

Wingstop #1899 TX-Melissa-Sam Rayburn  
Hwy  
R3C Norcross, LP  
Ronnie Norcross\*  
2619 Sentinel Way Suite 300  
Melissa, Texas 75454  
(972) 837-4800

Wingstop #0211 TX-Midland-N Midland Dr  
Winged Out LLC  
Dora Braun\*  
3323 N MIDLAND DR STE 105  
MIDLAND, Texas 79707-4631  
(470) 227-7106

Wingstop #0803 TX-Midland-Longview St  
Longview Wingpartners, LLC  
Dora Braun\*  
210 W LONGVIEW AVE STE C  
MIDLAND, Texas 79701  
(432) 704-5404

Wingstop #1379 TX-Midlothian-W. Highway  
287  
Southwings, LLC  
Ronnie Norcross\*  
2040 FM 663 STE 440  
MIDLOTHIAN, Texas 76065-6509  
(972) 775-1700

Wingstop #2104 TX-Mineral Wells-FM 1821  
Wingbats of Mineral Wells, LLC  
Rhonda Gerrity\*  
937 FM Rd 1821  
Mineral Wells, Texas 76067  
(940) 654-2700

Wingstop #0251 TX-Mission-Expressway 83  
South of the Border Wings II, Inc.  
Johnny Collins\*  
2310 E EXPRESSWAY 83 STE 4  
MISSION, Texas 78572-2104  
(956) 583-9464

Wingstop #0372 TX-Mission-N Conway Ave  
Mission Wings, Inc.  
Asif Rajabali\*  
1801 N CONWAY AVE STE F  
MISSION, Texas 78572-2961  
(956) 585-9464

Wingstop #0501 TX-Missouri City-Texas Pkwy  
Asami, LLC  
Kiyoshi Mori  
2240 TEXAS PKWY STE 100  
MISSOURI CITY, Texas 77489-4008  
(281) 403-9464

Wingstop #0307 TX-Missouri City-Hwy 6  
A2K Company, Inc.  
Ann Nguyen\*  
7260 HIGHWAY 6 STE 500  
MISSOURI CITY, Texas 77459-4157  
(281) 261-2300

Wingstop #1792 TX-Montgomery-Hwy 105  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
15260 Hwy 105 West Suite 128  
Montgomery, Texas 77356  
(936) 236-2550

Wingstop #1526 TX-Mt. Pleasant-S. Jefferson  
Tiger Wings, LLC  
Jeff Worthen\*  
2306 S. JEFFERSON AVE STE B  
MT. PLEASANT, Texas 75455-6058  
(903) 577-9464

Wingstop #0362 TX-Nacogdoches  
GSR Foods II, LLC  
Rahul Agrawal\*  
4909 NORTH ST STE 206  
NACOGDOCHES, Texas 75965-1808  
(936) 552-7867

Wingstop #0576 TX-New Braunfels-Walnut  
New Braunfels Wings, LLC  
Ray Morales\*  
606 S WALNUT AVE STE 130  
NEW BRAUNFELS, Texas 78130-5770  
(830) 608-9464

Wingstop #2094 TX-New Caney-US Hwy 59  
MCME, LLC  
Rahul Agrawal\*  
20172 US Highway 59, Suite E  
New Caney, Texas 77357  
(346) 610-9464

Wingstop #1259 TX-North Richland Hills-Davis  
Blvd.  
Wings 1259, LLC  
Patrick Langan\*  
8412 DAVIS BLVD STE 150  
NORTH RICHLAND HILLS, Texas 76182-  
8680  
(817) 281-9464

Wingstop #0333 TX-North Richland Hills  
North Richland Hills Wings, Inc.  
Asif Rajabali\*  
5342 RUFÉ SNOW DRIVE  
NORTH RICHLAND HILLS, Texas 76180  
(817) 581-4800

Wingstop #1679 TX-Northlake-State Highway  
114  
North Texas Wings, LLC  
Troy Morrison\*  
5000 STATE HIGHWAY 114 STE 120  
NORTHLAKE, Texas 76262-2076  
(817) 854-9464

Wingstop #0062 TX-Odessa-E 42nd St  
RW Wings, LP  
Douglas Williams\*  
4901 E. 42ND ST. SPACE C  
ODESSA, Texas 79762  
(432) 367-9464

Wingstop #0669 TX-Odessa-N County Rd W  
RW Wings, LP  
Douglas Williams\*  
1613 N COUNTY RD W STE D  
ODESSA, Texas 79763-2917  
(432) 339-9464

Wingstop #2392 TX-Odessa-E. 87th St.  
RW Wings, LP  
Douglas Williams\*  
1000 E. 87th St., Suite B  
Odessa, Texas 79765  
(432) 400-9464

Wingstop #1073 TX-Palestine-S. Loop 256  
GSR Foods II, LLC  
Rahul Agrawal\*  
1625-A S. LOOP 256  
PALESTINE, Texas 75801-5871  
(903) 731-9464

Wingstop #1329 TX-Palmhurst-E. Miles 3 Rd.  
Palmhurst Wings, Inc.  
Asif Rajabali\*  
222 E. MILE 3 RD  
PALMHURST, Texas 78573  
(956) 584-9464

Wingstop #0704 TX-Paris-Lamar Ave  
GPD Enterprises, LLC  
Jeff Worthen\*  
3915 LAMAR AVE, Suite 330  
PARIS, Texas 75462-5211  
(903) 784-4700

Wingstop #0054 TX-Pasadena-Spencer  
Beaver Wings 1, LLC  
Todd Beaver\*  
3437 SPENCER HWY  
PASADENA, Texas 77504  
(713) 941-9464

Wingstop #0071 TX-Pasadena-Southmore  
Beaver Wings 1, LLC  
Todd Beaver\*  
114B W SOUTHMORE AVE  
PASADENA, Texas 77502-1002  
(713) 472-9464

Wingstop #0482 TX-Deer Park  
Mora Brothers, LLC  
Guillermo (Willie) Mora\*  
7730 Spencer Highway, Suite 180  
Pasadena, Texas 77505  
(281) 479-9464

Wingstop #2008 TX-Pasadena-Fairmont Pkwy  
Golden Boy Wings, LLC  
Guillermo (Willie) Mora\*  
5671 Fairmont Parkway  
Pasadena, Texas 77505  
(832) 937-9464

Wingstop #0169 TX-Pearland-Broadway St (1)  
MCME, LLC  
Rahul Agrawal\*  
8321 BROADWAY ST STE 104  
PEARLAND, Texas 77581-5770  
(281) 412-7330

Wingstop #0555 TX-Pearland-Shadow Creek  
Parkway  
GSR Restaurants, LLC  
Rahul Agrawal\*  
11037 SHADOW CREEK PKWY STE 109  
PEARLAND, Texas 77584-7407  
(713) 436-9808

Wingstop #1688 TX-Pearland-12568 Broadway  
St  
GSR Foods, LLC  
Rahul Agrawal\*  
12568 BROADWAY ST, STE 170  
PEARLAND, Texas 77584  
(346) 384-9464

Wingstop #0874 TX-Pearland-Pearland Parkway  
JuJu Wings, LLC  
Guillermo (Willie) Mora\*  
2701 PEARLAND PKWY STE 170  
PEARLAND, Texas 77581  
(281) 412-9464

Wingstop #2180 TX-Pecos-S Cedar St  
RW Wings, LP  
Douglas Williams\*  
2503 S. Cedar Street, Suite 102  
Pecos, Texas 79772  
(432) 824-2400

Wingstop #1048 TX-Penitas-E. Expressway 83  
Penitas Wings, Inc.  
Asif Rajabali\*  
1709 E. EXPRESSWAY 83  
PENITAS, Texas 78576  
(956) 581-9464

Wingstop #1112 TX-Pflugerville-Limestone  
Commercial Dr  
CNJ Austin Wings VIII, LLC  
Charles Loflin\*  
18816 Limestone Commercial Dr., Ste 400  
PFLUGERVILLE, Texas 78660-7675  
(512) 251-9464

Wingstop #2138 TX-Pflugerville-Wells Branch  
Pkw  
CNJ Austin Wings XVII, LLC  
Charles Loflin\*  
1420 Wells Branch Pkwy, Ste 100  
Pflugerville, Texas 78660  
(737) 301-9064

Wingstop #0541 TX-Pharr-Cage Blvd  
Cage Wings, Inc.  
Asif Rajabali\*  
2211 S CAGE BLVD STE 105 & 106  
PHARR, Texas 78577-6850  
(956) 781-6444

Wingstop #1387 TX-Pharr-S. Jackson Rd.  
Jackson Wings, Inc.  
Asif Rajabali\*  
8001 S. JACKSON RD. STE 6  
PHARR, Texas 78577-0298  
(956) 843-9494

Wingstop #0138 TX-Plano-Custer  
GSR Foods, LLC  
Rahul Agrawal\*  
2929 CUSTER RD STE 325  
PLANO, Texas 75075-4438  
(469) 501-1622

Wingstop #0242 TX-Plano-Dallas Pkwy  
Wings 4 You LLC  
Nadirshah Lalani  
3309 DALLAS PKWY STE 499  
PLANO, Texas 75093-6414  
(972) 378-9464

Wingstop #0224 TX-Plano-14th  
East Plano Wings, INC.  
Asif Rajabali\*  
2100 14TH ST STE 119  
PLANO, Texas 75074-6453  
(972) 633-2525

Wingstop #2255 TX-Plano-E Spring Creek  
Pkwy  
Spring Creek Wings, Inc.  
Asif Rajabali\*  
1201 E Spring Creek Pkwy, Suite C-120  
Plano, Texas 75074  
(972) 777-2506

Wingstop #0808 TX-Pleasanton-W Oaklawn Rd  
CNL Wings XXII, LLC  
Charles Loflin\*  
2044 W OAKLAWN RD STE 130  
PLEASANTON, Texas 78064-4604  
(830) 569-8188

Wingstop #0614 TX-Port Arthur-Memorial Blvd  
GSR Restaurants, LLC  
Rahul Agrawal\*  
8445 MEMORIAL BLVD STE 400  
PORT ARTHUR, Texas 77640-7005  
(409) 853-4256

Wingstop #0442 TX-Port Isabel  
Port Isabel Wings, Inc.  
Asif Rajabali\*  
1401 HIGHWAY 100  
PORT ISABEL, Texas 78578-2480  
(956) 943-9464

Wingstop #1217 TX-Portland-Wildcat Dr.  
JM Lozano Enterprises, LLC  
Jose (JM) Lozano\*  
1544 WILDCAT DRIVE STORE #16  
PORTLAND, Texas 78374-2814  
(361) 413-0620

Wingstop #1663 TX-Princeton-S. Beauchamp  
R3C Norcross, LP  
Ronnie Norcross\*  
200 BEAUCHAMP  
PRINCETON, Texas 75407  
(972) 736-0017

Wingstop #1584 TX-Prosper-E. University Blvd  
North Texas Wings, LLC  
Troy Morrison\*  
4940 W. University Drive, Suite 50  
PROSPER, Texas 75078  
(469) 813-9464

Wingstop #1366 TX-Prosper-Preston Rd  
Prosper Wings, INC.  
Asif Rajabali\*  
1350 N. PRESTON RD STE 20  
PROSPER, Texas 75078-9354  
(972) 347-9315

Wingstop #1681 TX-Raymondville-E. Hidalgo  
Ave  
Raymondville Wings, Inc.  
Asif Rajabali\*  
994 E. HIDALGO AVE  
RAYMONDVILLE, Texas 78580  
(956) 699-4500

Wingstop #0815 TX-Red Oak-Ovilla Rd  
Southwings, LLC  
Ronnie Norcross\*  
102 E OVILLA RD STE 200  
RED OAK, Texas 75154-2456  
(972) 576-5550

Wingstop #1013 TX-Richmond-Grand Pkwy  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
7035 W GRAND PKWY SOUTH  
RICHMOND, Texas 77407  
(832) 595-9464

Wingstop #1023 TX-Richmond-FM 1464  
Wingcap, LLC  
Carol Porter\*  
7039 FM 1464 STE 210  
RICHMOND, Texas 77407-9542  
(281) 240-9464

Wingstop #1473 TX-Richmond-Pointe W. Cir  
Mewingnuts, LLC  
Carol Porter\*  
5400 POINTE WEST CIRCLE STE 160  
RICHMOND, Texas 77469  
(832) 990-9464



Wingstop #2389 TX-Richmond-Aliana  
Wingstec LLC  
Carol Porter\*  
10510 FM 1464, Ste 400  
Richmond, Texas 77407  
(346) 645-9464

Wingstop #0547 TX-Rio Grande City-US Hwy  
83  
Rio Grande City Wings, Inc.  
Asif Rajabali\*  
4570 E HIGHWAY 83 STE 8  
RIO GRANDE CITY, Texas 78582-6573  
(956) 488-2999

Wingstop #0288 TX-Rockwall-Ridge Rd  
VPR Wings, LP  
Rex Heckelman\*  
2455 RIDGE RD STE 149  
ROCKWALL, Texas 75087-5529  
(972) 771-5225

Wingstop #0440 TX-Rosenberg  
GSR Restaurants, LLC  
Rahul Agrawal\*  
24601 SOUTHWEST FWY STE 700  
ROSENBERG, Texas 77471  
(832) 595-3240

Wingstop #0026 TX-Round Rock-Sundance  
Pkwy  
CNJ Austin Wings IV, LLC  
Charles Loflin\*  
150 SUNDANCE PKWY STE 400  
ROUND ROCK, Texas 78681-7998  
(512) 828-4343

Wingstop #0462 TX-Round Rock-E. Palm  
Valley  
CNJ Austin Wings III, Inc.  
Charles Loflin\*  
1700 E PALM VALLEY BLVD STE 440  
ROUND ROCK, Texas 78664-4687  
(512) 733-9444

Wingstop #0340 TX-Rowlett  
Flyboys, LP  
Rex Heckelman\*  
5601 LIBERTY GROVE RD STE 600  
ROWLETT, Texas 75089  
(972) 475-2700

Wingstop #1776 TX-Royse City-W I30  
Two Andrews, LLC  
Patrick Langan\*  
600 W. I30  
Royse City, Texas 75189  
(972) 598-9521

Wingstop #0210 TX-Sachse  
Sachse Wings, INC.  
Asif Rajabali\*  
5250 HIGHWAY 78 STE 800  
SACHSE, Texas 75048-4253  
(972) 675-9464

Wingstop #1452 TX-Saginaw-S. Saginaw Blvd  
North Texas Wings, LLC  
Troy Morrison\*  
520B S. SAGINAW BLVD  
SAGINAW, Texas 76179-1906  
(817) 518-9464

Wingstop #0268 TX-San Angelo-Knickerbocker  
Rd  
RW Wings, LP  
Douglas Williams\*  
3556 KNICKERBOCKER RD  
SAN ANGELO, Texas 76904-7611  
(325) 227-6777

Wingstop #1236 TX-San Angelo-W. 29th St.  
RW Wings, LP  
Douglas Williams\*  
614 W. 29TH ST. STE 110  
SAN ANGELO, Texas 76903-2828  
(325) 703-6699

Wingstop #0006 TX-San Antonio-Embassy  
Oaks  
CNL Wings, Inc.  
Charles Loflin\*  
502 EMBASSY OAKS STE 126  
SAN ANTONIO, Texas 78216-2070  
(210) 499-4647

Wingstop #0023 TX-San Antonio-Walzem  
CNL Wings II, Inc.  
Charles Loflin\*  
5410 WALZEM RD  
SAN ANTONIO, Texas 78218-2125  
(210) 656-9464

Wingstop #0038 TX-San Antonio-  
Fredericksburg  
CNL Wings III, Inc.  
Charles Loflin\*  
7959 FREDERICKSBURG RD STE 151  
SAN ANTONIO, Texas 78229-3432  
(210) 614-6300

Wingstop #0139 TX-San Antonio-SW Military  
CNL Wings IV, Inc.  
Charles Loflin\*  
1322 SW MILITARY DR  
SAN ANTONIO, Texas 78221-1537  
(210) 932-9464

Wingstop #0176 TX-San Antonio-Rigsby  
CNL Wings VI, Inc.  
Charles Loflin\*  
2000 SE LOOP 410 STE 129  
SAN ANTONIO, Texas 78220-4933  
(210) 648-9922

Wingstop #0197 TX-San Antonio-West Ave  
CNL Wings VII, Inc.  
Charles Loflin\*  
2911 WEST AVE  
SAN ANTONIO, Texas 78201-2243  
(210) 341-4000

Wingstop #0254 TX-San Antonio-Goliad Rd  
CNL Wings VIII, Inc.  
Charles Loflin\*  
2902 GOLIAD RD STE 125  
SAN ANTONIO, Texas 78223-3973  
(210) 359-7700

Wingstop #0319 TX-San Antonio-De Zavala  
CNL Wings XIII, Inc.  
Charles Loflin\*  
5222 DE ZAVALA RD  
SAN ANTONIO, Texas 78249-1772  
(210) 697-9464

Wingstop #0380 TX-San Antonio-Loop 1604 at  
Potranco  
CNL Wings IX, Inc.  
Charles Loflin\*  
430 W LOOP 1604 N STE 106  
SAN ANTONIO, Texas 78251-3343  
(210) 523-5200

Wingstop #0428 TX-San Antonio-Hwy. 151  
CNL Wings X, Inc.  
Charles Loflin\*  
8603 STATE HIGHWAY 151 STE 104  
SAN ANTONIO, Texas 78245-2484  
(210) 767-9464

Wingstop #0461 TX-San Antonio-Zarzamora  
CNL Wings XIV, Inc.  
Charles Loflin\*  
6998 S ZARZAMORA ST  
SAN ANTONIO, Texas 78224-1138  
(210) 927-9464

Wingstop #0470 TX-San Antonio-Austin  
Highway  
CNL Wings XV, Inc.  
Charles Loflin\*  
1464 AUSTIN HWY STE 103  
SAN ANTONIO, Texas 78209-4454  
(210) 828-9464

Wingstop #0474 TX-San Antonio-Commerce  
CNL Wings XII, Inc.  
Charles Loflin\*  
4622 W COMMERCE ST STE 102  
SAN ANTONIO, Texas 78237  
(210) 432-9464

Wingstop #0626 TX-San Antonio-N 1604  
CNL Wings XVI, LLC  
Charles Loflin\*  
9234 N 1604 W STE 101  
SAN ANTONIO, Texas 78250-6856  
(210) 684-7000

Wingstop #0666 TX-San Antonio-New  
Braunfels Ave.  
CNL Wings XVII, LLC  
Charles Loflin\*  
4130 S NEW BRAUNFELS AVE STE 107  
SAN ANTONIO, Texas 78223-1721  
(210) 532-9464

Wingstop #0668 TX-San Antonio-NW Loop  
410  
CNL Wings XVIII, LLC  
Charles Loflin\*  
6424 NW LOOP 410 STE 103  
SAN ANTONIO, Texas 78238-4206  
(210) 680-3700

Wingstop #0692 TX-San Antonio-US Hwy 281  
CNL Wings XIX, LLC  
Charles Loflin\*  
21134 N US HWY 281  
SAN ANTONIO, Texas 78258-7553  
(210) 494-9464

Wingstop #0707 TX-San Antonio-7049 San  
Pedro  
CNL Wings XX, LLC  
Charles Loflin\*  
7049 SAN PEDRO  
SAN ANTONIO, Texas 78216-6209  
(210) 308-0300

Wingstop #0719 TX-San Antonio-Nacogdoches  
CNL Wings XXI, LLC  
Charles Loflin\*  
13909 NACOGDOCHES RD STE 104  
SAN ANTONIO, Texas 78217-1347  
(210) 590-9464

Wingstop #0842 TX-San Antonio-1107 Pedro  
Ave  
CNL Wings XXIII, LLC  
Charles Loflin\*  
1107 SAN PEDRO AVE  
SAN ANTONIO, Texas 78212-4243  
(210) 226-9464

Wingstop #1104 TX-San Antonio-Autry Pond  
CNL Wings XXIV, LLC  
Charles Loflin\*  
17230 AUTRY POND RD. SUITE 101  
SAN ANTONIO, Texas 78247-2066  
(210) 494-0404

Wingstop #1135 TX-San Antonio-FM 78  
CNL Wings XXV, LLC  
Charles Loflin\*  
6615 FM 78 STE 101  
SAN ANTONIO, Texas 78244-1370  
(210) 661-9464

Wingstop #1294 TX-San Antonio-Bandera  
Shopping Center  
CNL Wings XXVII, LLC  
Charles Loflin\*  
3031 W. WOODLAWN AVE. STE. 107  
SAN ANTONIO, Texas 78228  
(210) 432-2019

Wingstop #1518 TX-San Antonio-W. IH-10  
CNL Wings XXVIII, LLC  
Charles Loflin\*  
23110 W. IH-10  
SAN ANTONIO, Texas 78257  
(210) 298-0599

Wingstop #1530 TX-San Antonio-SW Loop 410  
CNL Wings XXIX, LLC  
Charles Loflin\*  
1739 SW LOOP 410 STE 501  
SAN ANTONIO, Texas 78227-1668  
(210) 293-9333

Wingstop #1623 TX-San Antonio-Blanco Rd  
CNL Wings XXX, LLC  
Charles Loflin\*  
18470 Blanco Rd, Ste 101  
SAN ANTONIO, Texas 78258  
(210) 293-9339

Wingstop #2359 TX-San Antonio-Kallison  
Ranch  
CNL Wings XXXI, LLC  
Charles Loflin\*  
SEC Culebra & Talley Rd  
San Antonio, Texas 78254  
(726) 208-2922

Wingstop #2360 TX-San Antonio-Potranco Rd  
CNL Wings XXXII, LLC  
Charles Loflin\*  
14211 Potranco Rd, Suite 500  
San Antonio, Texas 78253  
(210) 468-7075

Wingstop #2433 TX-San Antonio-Nogalitos St.  
CNL Wings XXXIII, LLC  
Charles Loflin\*  
3610 Nogalitos St. Suite 106  
San Antonio, Texas 78211  
(726) 202-0647

Wingstop #0040 TX-San Antonio-Bandera  
Nauls Development Company  
Raul Torres\*  
8425 BANDERA RD STE 156-2  
SAN ANTONIO, Texas 78250-2576  
(210) 681-9464

Wingstop #0395 TX-San Antonio-Loop 1604 at  
Culebra  
NDC Wings, Inc.  
Raul Torres\*  
5630 W LOOP 1604 N STE 112  
SAN ANTONIO, Texas 78251-3804  
(210) 682-9464

Wingstop #0562 TX-San Benito-Highway 77  
San Benito Wings, Inc.  
Asif Rajabali\*  
1141 W HIGHWAY 77 STE D  
SAN BENITO, Texas 78586-4376  
(956) 361-5500

Wingstop #1121 TX-San Juan-W. US Highway  
83  
San Juan Wings, Inc.  
Asif Rajabali\*  
826 W. US HIGHWAY 83  
SAN JUAN, Texas 78589  
(956) 781-9464

Wingstop #0236 TX-San Marcos  
San Marcos Wings, Inc.  
Charles Loflin\*  
913 HIGHWAY 80  
SAN MARCOS, Texas 78666-8115  
(512) 392-9464

Wingstop #1989 TX-San Marcos-Barnes Drive  
San Marcos wings II, LLC  
Charles Loflin\*  
651 Barnes Drive Suite 206  
San Marcos, Texas 78666  
(512) 210-8447

Wingstop #0415 TX-Schertz  
CNL Wings XI, Inc.  
Charles Loflin\*  
6044 FM 3009 STE 280  
SCHERTZ, Texas 78154-3236  
(210) 599-9464

Wingstop #1409 TX-Seagoville-N. Highway  
175  
TriC Wings, LLC  
Clarissa Norcross  
410 N. HIGHWAY 175 STE 208  
SEAGOVILLE, Texas 75159-1866  
(469) 333-5070

Wingstop #0441 TX-Seguin  
Guadalupe County Wings I, LLC  
Charles Loflin\*  
1465 E COURT ST  
SEGUIN, Texas 78155-5160  
(830) 379-7400

Wingstop #0809 TX-Sherman-N US Hwy 75  
Worthen, Inc.  
Jeff Worthen\*  
4001 N US HWY 75  
SHERMAN, Texas 75090-2573  
(903) 893-9466

Wingstop #0571 TX-South Padre Island-Padre  
Blvd  
South Padre Island Wings, Inc.  
Asif Rajabali\*  
2404 PADRE BLVD  
SOUTH PADRE ISLAND, Texas 78597-7247  
(956) 761-1300

Wingstop #0086 TX-Spring  
GSR Foods III LLC  
Rahul Agrawal\*  
18426 KUYKENDAHL RD  
SPRING, Texas 77379-8123  
(281) 288-7867

Wingstop #1147 TX-Spring-Rayford Rd.  
GSR Restaurants, LLC  
Rahul Agrawal\*  
2222 RAYFORD RD. STE. 106  
SPRING, Texas 77386  
(281) 601-9464

Wingstop #1622 TX-Spring-Spring Stuebner Rd  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
2015 Spring Stuebner Road, Suite 400  
SPRING, Texas 77389-5445  
(346) 380-4103

Wingstop #1642 TX-Spring-Grand Parkway  
Marketplace  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
6603 SPRING STUBNER RD STE 105  
SPRING, Texas 77389  
(346) 220-5600

Wingstop #1243 TX-Spring Branch  
CNL Wings XXVI, LLC  
Charles Loflin\*  
322 Singing Oaks, Suite 101  
Spring Branch, Texas 78070  
(830) 980-9464

Wingstop #0356 TX-Stephenville  
Wingbats of Stephenville, LLC  
Rhonda Gerrity\*  
2851 W WASHINGTON ST  
STEPHENVILLE, Texas 76401  
(254) 918-2100

Wingstop #0207 TX-Sugar Land  
A3K Company, LLC  
Ann Nguyen\*  
16525 LEXINGTON BLVD STE 120  
SUGAR LAND, Texas 77479-2577  
(281) 565-9464

Wingstop #1474 TX-Sugar Land-Promenade  
Way  
P4N Telfair, LLC  
Ann Nguyen\*  
350 PROMENADE WAY STE 600  
SUGAR LAND, Texas 77478  
(281) 494-9464

Wingstop #1763 TX-Sulphur Springs-South  
Broadway  
GPD Enterprises, LLC  
Jeff Worthen\*  
1602 South Broadway  
Sulphur Springs, Texas 75482  
(903) 335-8431

Wingstop #0253 TX-Temple  
GSR Restaurants, LLC  
Rahul Agrawal\*  
3024 S 31ST ST  
TEMPLE, Texas 76502-1802  
(254) 773-9565

Wingstop #1655 TX-Terrell-Sam Walton Way  
LVL Wings, LLC  
Patrick Langan\*  
101 SAM WALTON WAY STE 101  
TERRELL, Texas 75160  
(469) 444-9464

Wingstop #0093 TX-Texarkana-State Line  
Wings In T-Town, LP  
Douglas Sloan\*  
4501 N STATE LINE AVE STE 106  
TEXARKANA, Texas 75503-2999  
(903) 792-9464

Wingstop #0466 TX-Texarkana-Richmond  
Tex-Ark Wings, Inc.  
Douglas Sloan\*  
2700 RICHMOND RD STE 14 A-1  
TEXARKANA, Texas 75503-5203  
(903) 255-0090

Wingstop #2121 TX-Texarkana-W. 7th St.  
Wings in Wake Village, LLC  
Douglas Sloan\*  
4444 W. 7th Street  
Texarkana, Texas 75501  
(903) 255-7810

Wingstop #1644 TX-Texas City-Palmer Hwy  
MCME, LLC  
Rahul Agrawal\*  
3401 PALMER HWY  
TEXAS CITY, Texas 77590  
(409) 904-9464

Wingstop #0165 TX-The Colony  
Wings 165, LLC  
Patrick Langan\*  
4300 MAIN ST STE 200  
THE COLONY, Texas 75056-2842  
(972) 370-0623

Wingstop #0371 TX-The Woodlands-Sawdust  
MCME, LLC  
Rahul Agrawal\*  
510 SAWDUST RD STE 201  
THE WOODLANDS, Texas 77380-2205  
(281) 363-9464

Wingstop #0200 TX-The Woodlands-Woodland Pkwy  
Wingustad-Magnolia LLC  
Avez Maredia\*  
6777 WOODLANDS PKWY STE 324  
THE WOODLANDS, Texas 77382-2784  
(281) 419-3003

Wingstop #0807 TX-Tomball-FM 2920  
Tomball Wings 4 U, LLC  
James Davis\*  
14083 FM 2920  
TOMBALL, Texas 77377  
(281) 255-9464

Wingstop #1860 TX-Trophy Club-SH 114  
North Texas Wings, LLC  
Troy Morrison\*  
2210 SH 114 Suite 210  
Trophy Club, Texas 76262  
(817) 406-9464

Wingstop #0033 TX-Tyler-SE Loop 323  
GSR Foods II, LLC  
Rahul Agrawal\*  
1918 E SOUTHEAST LOOP 323  
TYLER, Texas 75701-8337  
(903) 526-9464

Wingstop #0558 TX-Tyler-Broadway  
GSR Foods II, LLC  
Rahul Agrawal\*  
7496 S BROADWAY AVE  
TYLER, Texas 75703  
(903) 534-2999

Wingstop #0374 TX-Tyler-SW Loop 323  
Ridgway Wings, Inc.  
David Weaver  
400 S SOUTHWEST LOOP 323 STE 100  
TYLER, Texas 75702-6532  
(903) 531-9464

Wingstop #0098 TX-Universal City  
CNL Wings V, Inc.  
Charles Loflin\*  
2921 PAT BOOKER RD STE 116  
UNIVERSAL CITY, Texas 78148-2758  
(210) 945-4400

Wingstop #2112 TX-Uvalde-E Main St  
Uvalde Best Wings, LLC  
Johnny Collins\*  
2256 E. Main Street  
Uvalde, Texas 78801  
(830) 407-3555

Wingstop #0262 TX-Victoria  
Victoria Wings, Inc.  
Michael Hinojosa  
5208 N NAVARRO ST  
VICTORIA, Texas 77904-1703  
(361) 576-9464

Wingstop #0022 TX-Waco-S 2nd St  
GSR Restaurants, LLC  
Rahul Agrawal\*  
220 S 2ND ST STE 2  
WACO, Texas 76701-2213  
(254) 296-9464

Wingstop #0077 TX-Waco-New Rd  
GSR Restaurants, LLC  
Rahul Agrawal\*  
111 S NEW RD  
WACO, Texas 76710-6984  
(254) 761-9464

Wingstop #0502 TX-Waco-Hewitt  
GSR Restaurants, LLC  
Rahul Agrawal\*  
1201 HEWITT DR STE 211A  
WACO, Texas 76712-8834  
(254) 666-9440

Wingstop #0051 TX-Watauga  
Wingustad-Watauga LLC  
Avez Maredia\*  
8436 DENTON HWY STE 203  
WATAUGA, Texas 76148-2461  
(817) 605-9464

Wingstop #0245 TX-Waxahachie  
Southwings, LLC  
Ronnie Norcross\*  
1440 N HIGHWAY 77 STE 13  
WAXAHACHIE, Texas 75165-7847  
(972) 923-9505

Wingstop #0476 TX-Weatherford  
Wingbats of Weatherford, LLC  
Rhonda Gerrity\*  
1930 S MAIN ST  
WEATHERFORD, Texas 76086-5508  
(817) 594-0808

Wingstop #0261 TX-Weslaco-W Expressway 83  
Weslaco Wings, Inc.  
Asif Rajabali\*  
1210 W EXPRESSWAY 83 STE D  
WESLACO, Texas 78599-4380  
(956) 969-0200

Wingstop #0123 TX-Wichita Falls  
Khana Khazana LLC  
Avez Maredia\*  
2918 KEMP BLVD  
WICHITA FALLS, Texas 76308-1017  
(940) 322-9464

Wingstop #1069 TX-Willis-I45 & FM 1097  
Harmony Holdings TX LLC  
Rahul Agrawal\*  
12717 I-45 N. STE 100  
WILLIS, Texas 77318  
(936) 890-9464

Wingstop #0890 TX-Wylie-Woodbridge Pkwy  
Wylie Wings, INC.  
Asif Rajabali\*  
803 WOODBRIDGE PKWY STE 1200  
WYLIE, Texas 75098-4838  
(972) 442-2400

## **UTAH**

Wingstop #2206 UT-Clinton-1800 North 2000  
West  
Sizzling Wings, LLC  
Nathan Garn\*  
1917 West 1800 N, Suite A2  
Clinton, Utah 84015  
(385) 442-9464

Wingstop #2576 UT-Eagle Mountain-Eagle  
Mtn. Blvd.  
Sizzling Wings, LLC  
Nathan Garn\*  
4315 N. Pony Express Parkway, Ste. 130  
Eagle Mountain, Utah 84005  
(385) 454-9464

Wingstop #1337 UT-Layton-N. Harris Blvd  
Sizzling Wings, LLC  
Nathan Garn\*  
2065 N. HARRIS BLVD, SUITE A2  
LAYTON, Utah 84041  
(385) 243-1310

Wingstop #2552 UT-Layton-S. Fort Ln.  
Sizzling Wings, LLC  
Nathan Garn\*  
260 S. Fort Lane, Suite 102  
Layton, Utah 84041  
(385) 544-9464

Wingstop #2109 UT-Lehi-Digital Dr.  
Sizzling Wings, LLC  
Nathan Garn\*  
3601 Digital Drive, Unit 302  
Lehi, Utah 84043  
(385) 287-1300

Wingstop #2240 UT-Logan-N Main St  
Sizzling Wings, LLC  
Nathan Garn\*  
1211 N. Main Street  
Logan, Utah 84341  
(435) 465-9464

Wingstop #1902 UT-Midvale-S. Union Park  
Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
7176 S. Union Park Ave  
MIDVALE, Utah 84047  
(385) 346-3600

Wingstop #1869 UT-Ogden-12th Street  
Sizzling Wings, LLC  
Nathan Garn\*  
460 12th Street  
Ogden, Utah 84404  
(801) 528-4959

Wingstop #1962 UT-Provo-N. University Pkwy  
Sizzling Wings, LLC  
Nathan Garn\*  
2265 N. University Parkway  
Provo, Utah 84604  
(385) 314-3040

Wingstop #1327 UT-Riverdale-Riverdale Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
835 W. RIVERDALE RD  
RIVERDALE, Utah 84405  
(801) 623-6763

Wingstop #2022 UT-Salt Lake City-S. 1300 E  
Sizzling Wings, LLC  
Nathan Garn\*  
3292 S. 1300 E. Suite 104  
Salt Lake City, Utah 84106  
(385) 412-9464

Wingstop #1807 UT-Sandy-South State Street  
Sizzling Wings, LLC  
Nathan Garn\*  
10367 South State Street  
Sandy, Utah 84070  
(385) 342-1500

Wingstop #2083 UT-Saratoga Springs-N  
Redwood Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
1140 North Redwood Rd  
Saratoga Springs, Utah 84045  
(385) 352-9464

Wingstop #2461 UT-Springville-W. 400 S  
Sizzling Wings, LLC  
Nathan Garn\*  
1129 W. 400 S, Suite 403  
Springville, Utah 84663  
(801) 435-6564

Wingstop #2205 UT-St. George-W Sunset Blvd  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1683 West Sunset Blvd.  
St. George, Utah 84770  
(435) 523-5311

Wingstop #1192 UT-Taylorsville-Redwood Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
5650 S. REDWOOD RD W  
TAYLORSVILLE, Utah 84123  
(801) 590-9547

Wingstop #2374 UT-Vineyard-N. Mill Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
596 N. Mill Rd, Suite 106  
Vineyard, Utah 84059  
(385) 403-9464

Wingstop #0720 UT-West Jordan-W 9000 S  
Sizzling Wings, LLC  
Nathan Garn\*  
1826 W 9000 S  
WEST JORDAN, Utah 84088-6503  
(801) 561-9464

Wingstop #1627 UT-West Valley-S. 5600 W.  
Sizzling Wings, LLC  
Nathan Garn\*  
2885 S 5600 W STE A  
WEST VALLEY, Utah 84120-6076  
(801) 987-8136

## VIRGINIA

Wingstop #1055 VA-Alexandria-Richmond  
HWY  
Sizzling Wings, LLC  
Nathan Garn\*  
6328 RICHMOND HWY  
ALEXANDRIA, Virginia 22306-6408  
(703) 417-9464

Wingstop #2300 VA-Annandale-Little River  
Turnpike  
Sizzling Wings, LLC  
Nathan Garn\*  
7042 Little River Turnpike, Space G  
Annandale, Virginia 22003  
(571) 866-9464



Wingstop #1080 VA-Bailey's Crossroads-  
Jefferson St.  
Sizzling Wings, LLC  
Nathan Garn\*  
3521 S. JEFFERSON ST.  
BAILEY'S CROSSROADS, Virginia 22041-  
3106  
(703) 998-9464

Wingstop #1214 VA-Centreville-Centreville Sq.  
Drums of Heaven 2 LLC  
Binoy Patel\*  
14215 CENTREVILLE SQUARE  
CENTREVILLE, Virginia 20121  
(703) 866-9464

Wingstop #2209 VA-Chantilly-Lee Jackson  
Memorial Hwy  
Drums of Heaven 3 LLC  
Binoy Patel\*  
13916 Lee Jackson Memorial Hwy, Suite 22  
Chantilly, Virginia 20151  
(571) 752-6421

Wingstop #1062 VA-Chesapeake-Volvo Pkwy  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
109 VOLVO PKWY  
CHESAPEAKE, Virginia 23320-4609  
(757) 548-9464

Wingstop #1703 VA-Dumfries-Jefferson Davis  
Wings Heaven, Inc.  
Amir Mian\*  
16708 JEFFERSON DAVIS HWY #107  
DUMFRIES, Virginia 22026  
(571) 931-0580

Wingstop #2411 VA-Fairfax-Lee Hwy  
Sizzling Wings, LLC  
Nathan Garn\*  
11199 Lee Hwy, Ste F  
Fairfax, Virginia 22030  
(571) 569-3969

Wingstop #1428 VA-Fredericksburg-Plank Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
5635 PLANK RD, Suite 101  
FREDERICKSBURG, Virginia 22407-6227  
(540) 412-5652

Wingstop #1495 VA-Hampton-Coliseum  
Crossing  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
5 COLISEUM CROSSING  
HAMPTON, Virginia 23666  
(757) 622-9464

Wingstop #1400 VA-Henrico-Staples Mill Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
9048 STAPLES MILL RD  
HENRICO, Virginia 23228  
(804) 256-3440

Wingstop #1498 VA-Lynchburg-Wards Rd  
Sizzling Wings, LLC  
Nathan Garn\*  
4010 WARDS RD STE B  
LYNCHBURG, Virginia 24502-4938  
(434) 333-4520

Wingstop #1207 VA-Manassas-Centreville Rd.  
Sizzling Wings, LLC  
Nathan Garn\*  
8805 CENTREVILLE RD  
MANASSAS, Virginia 20110  
(571) 568-9464

Wingstop #1129 VA-Manassas-Portsmouth Rd.  
UMAAL, Inc.  
Amir Mian\*  
10410 PORTSMOUTH RD.  
MANASSAS, Virginia 20109  
(703) 335-9464

Wingstop #1362 VA-Newport News-Jefferson  
Ave  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
12229 JEFFERSON AVE STE 700  
NEWPORT NEWS, Virginia 23602-6015  
(757) 321-9464

Wingstop #1164 VA-Norfolk-Tidewater Dr.  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
7750 TIDEWATER DR. BLDG 3, UNIT 305  
NORFOLK, Virginia 23505  
(757) 583-9464

Wingstop #1208 VA-Norfolk-W. 21st. St  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
520 W. 21ST ST STE D1  
NORFOLK, Virginia 23517-1950  
(757) 612-9464

Wingstop #1581 VA-Portsmouth-Frederick  
Blvd  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
1241 FREDERICK BLVD STE 111  
PORTSMOUTH, Virginia 23707-4124  
(757) 966-9464

Wingstop #1311 VA-Richmond-S. Laburnum  
Ave  
Sizzling Wings, LLC  
Nathan Garn\*  
4501 SOUTH LABURNUM AVE #155  
RICHMOND, Virginia 23231  
(804) 226-1061

Wingstop #1320 VA-Richmond-Meadowdale  
Blvd.  
Sizzling Wings, LLC  
Nathan Garn\*  
4004 MEADOWDALE BLVD.  
RICHMOND, Virginia 23234  
(804) 767-1411

Wingstop #1376 VA-Richmond-Stonebridge  
Plaza Avenue  
Sizzling Wings, LLC  
Nathan Garn\*  
109 STONEBRIDGE PLAZA AVE STE K2  
RICHMOND, Virginia 23225-6971  
(804) 298-7094

Wingstop #0786 VA-Springfield-Spring Garden  
Dr.  
Wings Plus LLC  
Amir Mian\*  
7012 SPRING GARDEN DR  
SPRINGFIELD, Virginia 22150-2902  
(703) 569-9464

Wingstop #0709 VA-Sterling-Cedar Dr  
DRUMS of Heaven LLC  
Binoy Patel\*  
21430 CEDAR DR STE 108  
STERLING, Virginia 20164-8696  
(571) 313-0639

Wingstop #1072 VA-Virginia Beach-Diamond  
Springs Rd.  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
928 DIAMOND SPRINGS RD, STE 105  
VIRGINIA BEACH, Virginia 23455  
(757) 518-9464

Wingstop #1830 VA-Virginia Beach-Holland  
Rd  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
4356 Holland Road Suite 103  
Virginia Beach, Virginia 23452  
(757) 524-5078

Wingstop #2222 VA-Virginia Bch-VA Beach  
Blvd  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
3740 Virginia Beach Blvd, Suite A  
Virginia Beach, Virginia 23452  
(757) 227-9868

Wingstop #2269 VA-Virginia Beach-Lynnhaven  
Pkwy  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
2085 Lynnhaven Pkwy, Ste 103  
Virginia Beach, Virginia 23456  
(757) 904-3442

Wingstop #2305 VA-Virginia Beach-  
Kempsville Rd  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
853 Kempsville Rd - Suite #2  
Virginia Beach, Virginia 23464  
(757) 937-3939

Wingstop #2449 VA-Virginia Beach-General Booth Rd  
Mid Atlantic Wings LLC  
Sanjay Patel\*  
2129 General Booth Blvd, #110  
Virginia Beach, Virginia 23454  
(757) 301-3971

Wingstop #0810 VA-Woodbridge-Smoketown Rd  
UMAALONE Inc.  
Amir Mian\*  
13816 Smoketown Road  
WOODBIDGE, Virginia 22192  
(571) 659-0862

### **WASHINGTON**

Wingstop #0645 WA-Bellevue-Main St  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
14875 MAIN ST  
BELLEVUE, Washington 98007-5224  
(425) 974-1142

Wingstop #1920 WA-Burlington-Burlington Blvd  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1771 S. Burlington Blvd  
Burlington, Washington 98233  
(224) 347-9259

Wingstop #1839 WA-Everett-Evergreen Way  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
8417 Evergreen Way, Suite 110  
Everett, Washington 98208  
(425) 740-9400

Wingstop #0784 WA-Kent-Ramsay Way  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
321 RAMSAY WAY  
KENT, Washington 98032-4544  
(253) 277-2788

Wingstop #2181 WA-Kent-SE Kent-Kangley Rd  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
13032 SE Kent-Kangley Rd  
Kent, Washington 98030  
(253) 234-1600

Wingstop #1044 WA-Lakewood-Lakewood Center  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
5919 LAKEWOOD CENTER  
LAKEWOOD, Washington 98499-6518  
(253) 212-2281

Wingstop #2182 WA-Monroe-SR 2  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
18645 SR 2, Suite 400  
Monroe, Washington 98272  
(360) 467-9464

Wingstop #1794 WA-Oak Harbor-State Route 20  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
31200 State Route 20, Suite A-2  
Oak Harbor, Washington 98277  
(360) 682-0700

Wingstop #0556 WA-Pasco-Burden Blvd  
B.L.T. Wings, LLC  
Dave Tuthill  
6605 BURDEN BLVD STE F  
PASCO, Washington 99301-  
(509) 545-9464

Wingstop #1800 WA-Poulsbo-NW Olhava Way  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
21215 NW Olhava Way Suite 107  
Poulsbo, Washington 98370  
(360) 994-2020

Wingstop #1045 WA-Puyallup-S Meridian Ave  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
4227 S MERIDIAN AVE STE A  
PUYALLUP, Washington 98373-3603  
(253) 466-3594

Wingstop #0748 WA-Renton-Landing Way  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
804 N LANDING WAY STE A  
RENTON, Washington 98057-5673  
(425) 207-8659

Wingstop #0489 WA-Richland  
BATWINGS LLC  
Jeffrey Bacon  
121 GAGE BLVD  
RICHLAND, Washington 99352-8901  
(509) 737-9464

Wingstop #1046 WA-Seattle-Rainier Ave S  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
3208 RAINIER AVE S  
SEATTLE, Washington 98144-6032  
(206) 722-0346

Wingstop #1157 WA-Seattle-SW Barton Street  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2600 SW BARTON STREET, STE B8  
SEATTLE, Washington 98126-3948  
(206) 257-5021

Wingstop #1258 WA-Seattle-Aurora Ave  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
10002 AURORA AVE N. STE 42 & 44  
SEATTLE, Washington 98133-9348  
(206) 327-9611

Wingstop #2000 WA-Seattle-Denny Way  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
100 Denny Way  
Seattle, Washington 98109  
(206) 207-5900

Wingstop #2325 WA-Seattle-NE 67th St.  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
1001 NE 67th St.  
Seattle, Washington 98115  
(360) 964-9464

Wingstop #2263 WA-Spokane-W Wellesley  
Ave  
Hooptown Wings, LLC  
Carr (TC) Krueger\*  
2503 W. Wellesley Ave  
Spokane, Washington 99205  
(509) 503-1103

Wingstop #0728 WA-Spokane-Newport Hwy  
Palouse Restaurant Group, LLC  
John Nelson  
9333 N NEWPORT HWY  
SPOKANE, Washington 99218-1215  
(509) 863-9559

Wingstop #0747 WA-Tacoma-38th St  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
2505 S 38TH ST STE A104  
TACOMA, Washington 98409-7372  
(253) 448-2444

Wingstop #2055 WA-Tacoma-S. Hosmer St.  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
7921 S. Hosmer Street Suite 11  
Tacoma, Washington 98408  
(253) 579-0700

Wingstop #0740 WA-Tukwila-Southcenter  
Pkwy  
Thacher Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
17424 SOUTHCENTER PKWY  
TUKWILA, Washington 98188-3701  
(206) 575-7461

Wingstop #1386 WA-Vancouver-SE Chkalov  
Dr.  
Wiles' Wings, Inc.  
Brett Wiles\*  
305 SE CHKALOV DRIVE STE 150  
VANCOUVER, Washington 98683  
(360) 896-8001

Wingstop #1850 WA-Vancouver-NE 78th St  
Wiles' Wings, Inc.  
Brett Wiles\*  
310 NE 78th Street Suite 107  
Vancouver, Washington 98665  
(360) 583-9464

**WEST VIRGINIA**

Wingstop #1298 WV-Martinsburg-Foxcroft Ave  
Drums of Heaven 5 LLC  
Binoy Patel\*  
880 FOXCROFT AVE SUITE 103  
MARTINSBURG, West Virginia 25401  
(681) 247-2165

**WISCONSIN**

Wingstop #2126 WI-Beloit-Milwaukee Rd  
Wenzak Wings WI, Inc.  
Michael Zak\*  
2787 Milwaukee Rd  
Beloit, Wisconsin 53511  
(608) 447-9464

Wingstop #2241 WI-Fitchburg-Fish Hatchery Rd  
Wenzak Wings WI, Inc.  
Michael Zak\*  
3048 Fish Hatchery Road  
Fitchburg, Wisconsin 53713  
(608) 602-9464

Wingstop #0654 WI-Glendale-N Port Washington Rd  
Port Washington Wings, Inc.  
Asif Rajabali\*  
5326 N PORT WASHINGTON RD  
GLENDALE, Wisconsin 53217-4913  
(414) 763-9818

Wingstop #1128 WI-Green Bay-S. Oneida St.  
OM Jak Wings, Inc.  
Kalpesh Patel\*  
2626 S. ONEIDA ST.  
GREEN BAY, Wisconsin 54304-5302  
(920) 489-8095

Wingstop #2496 WI-Hales Corners-S. 108th St.  
Hales Corners Wings, Inc.  
Asif Rajabali\*  
5726 S. 108th St.  
Hales Corners, Wisconsin 53130  
(414) 928-8959

Wingstop #0487 WI-Kenosha  
Shiv Vaani Inc.  
Jaymin Patel\*  
5901 75TH ST., STE. 150  
KENOSHA, Wisconsin 53142-3636  
(262) 697-8900

Wingstop #0582 WI-Madison-Regent Street  
Om Jak Madison Wings, Inc.  
Kalpesh Patel\*  
1234 REGENT ST  
MADISON, Wisconsin 53715-1264  
(608) 258-9464

Wingstop #2036 WI-Madison-S. Gammon Rd  
Wenzak Wings WI, Inc.  
Michael Zak\*  
708 S. Gammon Rd  
Madison, Wisconsin 53719  
(608) 673-5500

Wingstop #0702 WI-Milwaukee-Good Hope Rd  
Good Hope Wings, Inc.  
Asif Rajabali\*  
7335 W GOOD HOPE RD  
MILWAUKEE, Wisconsin 53223-4628  
(414) 352-5555

Wingstop #2091 WI-Milwaukee-W. Capitol Dr  
Fond Du Lac Wings, Inc.  
Asif Rajabali\*  
5610 W. Capitol Drive  
Milwaukee, Wisconsin 53216  
(414) 895-9080

Wingstop #7033 WI-Milwaukee-N. Milwaukee St-GK  
GK Milwaukee Wings Inc.  
Asif Rajabali\*  
733 N. Milwaukee St  
Milwaukee, Wisconsin 53202  
(414) 677-0424

Wingstop #2394 WI-Oak Creek-S. Howell Ave  
Oak Creek Wings, Inc.  
Asif Rajabali\*  
8750 S. Howell Ave, Suite 300  
Oak Creek, Wisconsin 53154  
(414) 367-8939

Wingstop #0721 WI-Racine-Washington Ave.  
IAMSHIV INC.

Jaymin Patel\*  
5400 WASHINGTON AVE  
RACINE, Wisconsin 53406-4231  
(262) 770-4280

Wingstop #1887 WI-Racine-Douglas Ave  
Jshiv, Inc.

Jaymin Patel\*  
5055 Douglas Ave Suite 400  
Racine, Wisconsin 53402  
(262) 357-2238

Wingstop #0855 WI-St. Francis-Layton Ave  
Layton Wings, Inc.

Asif Rajabali\*  
2300 E LAYTON AVE  
ST. FRANCIS, Wisconsin 53235-6004  
(414) 870-9464

Wingstop #2198 WI-Waukesha-E Sunset Dr  
Waukesha Wings, Inc.

Asif Rajabali\*  
116 E. Sunset Drive, Suite 110  
Waukesha, Wisconsin 53189  
(262) 343-8894

Wingstop #0760 WI-Wauwatosa-W Capitol Dr  
Capitol Wings, Inc.

Asif Rajabali\*  
12132 W CAPITOL DR  
WAUWATOSA, Wisconsin 53222-1017  
(414) 527-9464

Wingstop #1927 WI-West Allis-W. National  
Ave W

West Allis Wings, Inc.  
Asif Rajabali\*  
10244 W. National Ave  
West Allis, Wisconsin 53227  
(414) 501-4200

Wingstop #0589 WI-West Milwaukee-S Miller  
Pkwy

Miller Parkway Wings, Inc.  
Asif Rajabali\*  
2086 S MILLER PKWY  
WEST MILWAUKEE, Wisconsin 53219-5002  
(414) 649-9464

## WYOMING

Wingstop #2249 WY-Cheyenne-Dell Range  
Blvd

Cheyenne Wings, LLC  
Joseph (Joe) Sugrue\*  
3610-A6 Dell Range Blvd  
Cheyenne, Wyoming 82009  
(307) 433-9464

**LIST OF FRANCHISEES WHO HAVE SIGNED**  
**FRANCHISE AGREEMENTS BUT RESTAURANTS ARE NOT OPEN**  
**Effective as of December 30, 2023**

**CALIFORNIA**

Wingstop #2095  
Dad's Sapna Inc.  
Bikram Randhawa\*  
(510) 367-3259

Wingstop #2406  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
(650) 742-9572

Wingstop #2280  
Atomic Wing Corporation  
Bahadur (Bob) Shoker\*  
(650) 742-9572

Wingstop #2379  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
(714) 566-4341

Wingstop #2210  
Napatopia, Inc.  
Waleed Mansour\*  
(562) 572-9341

Wingstop #2158  
Fresh Up, Inc.  
Larry Yanez\*  
(626) 374-9781

Wingstop #2357  
Lemon Wing Corporation  
Bahadur (Bob) Shoker\*  
(650) 219-3112

Wingstop #2363  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
(714) 566-4341

Wingstop #2355  
Sizzling Wings, LLC  
Nathan Garn\*

Wingstop #2343  
VIVEM Foods Corporation  
Binoy Kothari  
(562) 440-2771

Wingstop #2451  
Far West Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
(714) 566-4341

Wingstop #1922  
Sizzling Wings, LLC  
Nathan Garn

**FLORIDA**

Wingstop #2290  
Florida Wingmen, LLC  
Sergio Balsinde\*  
(786) 258-1625

**ILLINOIS**

Wingstop #2238  
CWK McHenry LLC  
Asheesh Seth\*  
(708) 257-2164

Wingstop #2314  
OM Belvidere Wings Inc.  
Kalpesh Patel\*  
(630) 229-4953

Wingstop #2237  
CWK EGV LLC  
Asheesh Seth\*  
(708) 257-2164

\*Denotes franchisees with  
Multi-unit development rights

**MISSOURI**

Wingstop #2444  
GSR Restaurants MO, LLC  
Rahul Agrawal\*  
(281) 565-9779

**NEVADA**

Wingstop #2397  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
(714) 566-4341  
Wingstop #2472  
Milton Restaurant Group, LLC  
Jorge Luis Ortiz Garcia\*  
(714) 566-4341

**NEW JERSEY**

Wingstop #2454  
GSRH Wings NJ, LLC  
Rahul Agrawal\*  
(832) 722-1330

**NEW MEXICO**

Wingstop #2418  
Wiles' Wings, Inc.  
Brett Wiles  
(949) 521-3437

**NEW YORK**

Wingstop  
VIWSNY Rockaway LLC  
Michael George  
(914) 217-9238

Wingstop #2441  
VIWSNY Parsons, LLC  
Michael George  
(914) 217-9238

Wingstop #2057  
Brand Management Amityville 1, LLC  
Anthony Pellizzi Sr.  
(631) 278-1880

Wingstop #2242  
Corona WS LLC  
Suhail (Sal) Sitaf

Wingstop #2427  
VIWSNY Westgate, LLC  
Michael George  
(914) 217-9238

Wingstop #1840  
Chanticleer Foods, Inc.  
Francis Atria  
(845) 857-9241

Wingstop #2464  
Wingtastic LLC  
Howard OBrien  
(248) 981-3128

**NORTH CAROLINA**

Wingstop #2250  
GSR WS NC Kannapolis LLC  
Rahul Agrawal\*  
(832) 722-1300

Wingstop #2429  
GSR WS NC I LLC  
Rahul Agrawal\*  
(832) 722-1300

**PENNSYLVANIA**

Wingstop #2361  
OM Liberty Penn Wings Inc.  
Kalpesh Patel\*  
(630) 229-4953

**UTAH**

Wingstop #2193  
Sizzling Wings, LLC  
Nathan Garn\*

**VIRGINIA**

Wingstop #2434  
Wings Star, LLC  
Amir Mian  
(703) 725-7674



**LIST OF FRANCHISEES WHO LEFT THE SYSTEM**

Exhibit F-2

## **LIST OF FRANCHISEES WHO LEFT THE SYSTEM**

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

### **CALIFORNIA**

Joseph Emil Gamalinda  
1603 Country Vistas Lane  
Bonita, California 91902  
(619) 417-7577

### **FLORIDA**

Marcus McCants  
33012 Kateland Drive  
Wesley Chapel, Florida 33545  
(813) 903-9464

### **IDAHO**

Jake Lindsay  
3040 S. Ammon Road  
Ammon, Idaho  
(208) 569-3009

### **INDIANA**

Mark McLaurine  
3454 Anthony Lane  
Terre Haute, Indiana  
(812) 890-2284

### **MICHIGAN**

Stephen Davidson  
16061 Dunblaine  
Beverly Hills, Michigan 48025  
(248) 227-0352

### **MISSOURI**

Richard Snyder  
560 E. Montrose Drive  
Springfield, Missouri 65810  
(417) 860-9655

### **NEW YORK**

Brian Robinson  
1 Sunny Ridge Plaza  
Harrison, New York 10528  
(917) 670-9428  
Thomas (Tom) Pierog  
35 Hudson River Road  
Saugerties, New York 12477  
(845) 853-5978

### **OHIO**

Michael Horowitz  
16061 Dunblaine  
Beverly Hills, Michigan 48025  
(248) 227-0352

### **OREGON**

Seana Lane  
3524 NE 80<sup>th</sup> Avenue  
Portland, Oregon 97213  
(503) 780-8010

### **SOUTH CAROLINA**

Richard Connolly  
126 North Forest Beach Ct.  
Hilton Head, South Carolina 29928  
(843) 785-9529

Linden Ryan  
118 Buckland Drive  
Anderson, South Carolina 29621  
(540) 309-2949

Jeffery Norwood  
349 Evian Way  
Mount Pleasant, South Carolina 29464  
(714) 767-0105

**TENNESSEE**

Kema (Antoine) Riley  
5085 Native Pony Trail  
College Grove, Tennessee 37046

**TEXAS**

Meaghan Castro  
2922 Waco Street  
San Angelo, Texas 76901  
(325) 262-7278

Brandon Gawthorp  
40271 Wildlife Run  
Hempstead, Texas 77445  
(832) 971-7661

Cecile Lin  
2010 Greenvine Circle  
Katy, Texas 77494

Richard Villamar  
7913 Chartwell Lane  
Fort Worth, Texas 76053  
(941) 586-6298

Violeta Villamar  
7913 Chartwell Lane  
Fort Worth, Texas 76053  
(941) 586-6298

**VIRGINIA**

Jaidev (Jade) Kang  
22483 Orchard Grass Ter #309  
Ashburn, Virginia 20148  
(703) 341-8061

**EXHIBIT G**

**RENEWAL RIDERS TO FRANCHISE AGREEMENT**

Exhibit G-1

**RENEWAL RIDER**  
**TO WINGSTOP FRANCHISING LLC FRANCHISE AGREEMENT**  
**(WITH POS INCENTIVE)**

THIS RENEWAL RIDER TO FRANCHISE AGREEMENT (the “**Renewal Rider**”) is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“**Company**”), and [\_\_\_\_\_] (“**Franchisee**”) and is effective as of [\_\_\_\_\_, 20\_\_] (the “**Renewal Rider Effective Date**”).

1. **Background.** Simultaneously with signing this Renewal Rider, Company and Franchisee are signing a Franchise Agreement to govern Franchisee’s continued operation of the Restaurant (the “**Renewal Franchise Agreement**”). Company and Franchisee acknowledge that the Renewal Franchise Agreement is the successor to the Franchise Agreement between Company and Franchisee dated as of [\_\_\_\_\_] (the “**Expiring Franchise Agreement**”), under which Franchisee operated the Restaurant during the primary franchise term. Company and Franchisee are signing this Renewal Rider to modify certain provisions of the Renewal Franchise Agreement to reflect, among other things, that the Renewal Franchise Agreement is a successor to the Expiring Franchise Agreement—intended to govern the parties’ relationship during the renewal term—and that certain provisions of the Renewal Franchise Agreement do not apply to Franchisee’s operation of the Restaurant during the renewal term because Franchisee’s Restaurant already is constructed, open, and operating as of the date of the Renewal Franchise Agreement. (All initial capitalized terms used but not defined in this Renewal Rider have the meanings given to those terms in the Renewal Franchise Agreement).

2. **Expiration of Expiring Franchise Agreement.**

(a) If the Renewal Franchise Agreement and this Renewal Rider are signed before expiration of the Expiring Franchise Agreement, then:

(i) the term of the Expiring Franchise Agreement will continue in full force and effect through its last scheduled day, as defined in the Expiring Franchise Agreement, subject to earlier termination in accordance with Sections 16 and 17 of the Expiring Franchise Agreement; and

(ii) if as of the last scheduled day of the Expiring Franchise Agreement:

(A) there is no outstanding notice to Franchisee from Company of an Event of Default, and no earlier termination has occurred, the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date and Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date; or

(B) there is an outstanding notice to Franchisee from Company of an Event of Default that has not been resolved to Company’s satisfaction prior to the expiration of the Expiring Franchise Agreement, Company has the right, upon notice to Franchisee, to

void the Renewal Franchise Agreement and this Renewal Rider such that any continued operation of the Restaurant by Franchisee beyond the expiration of the Expiring Franchise Agreement will be deemed to be Franchisee's assent to be bound by the then-current form of Franchise Agreement pursuant to Section 11(d) of the Expiring Franchise Agreement until the earlier to occur of termination of the franchise or Franchisee's and Company's execution of a new Renewal Franchise Agreement and Renewal Rider.

(iii) Nothing shall affect Company's right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider if Company first discovers after the Renewal Rider Effective Date that Franchisee committed an Event of Default during the term of the Expiring Franchise Agreement, and such Event of Default would entitle Company not to renew the franchise for the Restaurant under Section 11(b) of the Expiring Franchise Agreement.

(b) If the Renewal Franchise Agreement and this Renewal Rider are signed after expiration of the Expiring Franchise Agreement, then:

(i) the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date, irrespective of the date(s) on which the Renewal Franchise Agreement and this Renewal Rider are signed; and

(ii) Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date.

### 3. **Glossary of Terms.**

(a) The definition of "Effective Date" in the Glossary of Terms in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

**Effective Date** means [\_\_\_\_\_, 20\_\_].

(b) The definition of "Scheduled Opening Date" is hereby deleted from the Glossary of Terms in the Renewal Franchise Agreement.

4. **Recitals.** Section 1 of the Renewal Franchise Agreement, captioned **RECITALS**, is hereby deleted and replaced with the following:

Company and its Affiliates have developed a System to guide and govern the operation of restaurants that operate under the Wingstop® trade name and sell cooked-to-order, hand-sauced and tossed chicken wings as their primary menu item. Company franchises the operation of Restaurants. Franchisee has operated a Restaurant under a Franchise Agreement the primary term of which has expired. Company and Franchisee agree that Franchisee will continue operating the Restaurant,

and that Company and Franchisee will continue their franchise relationship, under the terms and conditions of this Agreement.

5. **Franchise Fee.** Section 3 of the Renewal Franchise Agreement, captioned **FRANCHISE FEE**, is hereby deleted. (Franchisee need not pay an initial Franchise Fee, as a renewal condition in the Expiring Franchise Agreement is that Franchisee pay only a renewal fee of [ \$\_\_\_\_\_ ].)

6. **Company Services and Assistance.**

(a) **Development Stage Assistance.**

(1) Sections 6(a)(1), 6(a)(3)(ii), and 6(a)(7) of the Renewal Franchise Agreement are hereby deleted.

(2) Section 6(a)(3)(i) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

An initial training program was previously provided to Franchisee (or its Designated Principal) and certain of its managerial employees. Subject to availability of pupil space and to payment of a reasonable tuition charge, Franchisee may re-enroll or enroll other managers in the training program from time to time for initial or refresher training. In all cases, Franchisee must pay the travel, lodging and incidental expenses that Franchisee, the General Manager and Franchisee's other designated trainees incur to attend the training program. If Franchisee's General Manager leaves Franchisee's employment at the Restaurant, Franchisee must notify Company promptly and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which will in no case exceed 30 days from the date the former General Manager departed.

(3) The first sentence of Section 6(a)(6) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

When Franchisee (or its Designated Principal) attended the Wingstop training program, Franchisee was loaned or otherwise given access to one (1) set of the Operations Manual and other relevant training materials.

(b) **Operational Assistance.** Sections 6(b)(1) and 6(b)(2) of the Renewal Franchise Agreement are hereby deleted.

7. **Franchisee's Performance.**

(a) **Business Entity Requirements.**

(1) Section 7(a)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Wingstop Restaurants.

(2) Section 7(a)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must complete the information required in Exhibit E before signing this Agreement and furnish a current version of the list to Company within 10 days after any change (some of which changes are subject to Section 13) and upon Company's request. Each Person Company designates, including Principals who need not sign the Guaranty, General Managers, and Assistant Managers, must, if they have access to Trade Secrets and other Confidential Information, be required to sign an agreement in the form Company approves undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

(b) **Pre-Construction Procedures/Architecture Services.** Section 7(b) of the Renewal Franchise Agreement is hereby deleted.

(c) **Construction and Operations.**

(1) Section 7(c)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will equip, furnish and decorate the Restaurant in compliance with Wingstop equipment, Trade Dress, Information System, and signage specifications. Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress in any fashion without Company's express prior permission.

(2) Section 7(c)(3) of the Renewal Franchise Agreement is hereby deleted.

(3) Section 7(c)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must sign and deliver to Company an Assignment of Telephone Number(s) for the Restaurant's telephone number(s) in the form attached to this Agreement as Exhibit D. If the Restaurant's telephone number changes during the franchise term, or if Franchisee adds additional lines for a modem or other purposes, Franchisee will promptly



sign and deliver to Company a new Assignment of Telephone Number(s) for the new or additional number(s).

(4) Section 7(c)(5) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will operate the Restaurant continuously throughout the entire term of the franchise solely under the Wingstop trade name and System.

(5) Section 7(c)(21) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information System specified from time to time in the Operations Manual, (iv) install and continuously maintain a telephone line for the Restaurant's modem, and (v) furnish Company the modem's telephone number as changed from time to time.

(6) Section 7(c)(26)(ii) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect annually within five days after each policy renewal date or each time Franchisee obtains a new policy prescribed by Company. If Franchisee fails to maintain the required insurance, Company or its designee may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company or its designee for the premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within 10 days after Company or its designee submits a statement for its costs.

8. **Royalties**. Section 10(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Company continuing royalties equal to 5% of Gross Sales.

9. **Term and Renewal**.

(a) Section 11(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The term of this Agreement, a renewal of the franchise, begins on the Effective Date and expires on [\_\_\_\_\_, 203\_\_], subject to earlier termination in accordance with Sections 16 and 17. Franchisee must operate the Restaurant in compliance with this Agreement for the entire term of this Agreement unless this Agreement is properly terminated under Sections 16 and 17.

(b) Section 11(b) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

If Company and Franchisee renew the franchise for an additional term of 10 years as provided in this Section 11(b) and Section 11(d) below, Franchisee will have the right to renew the franchise for a second 10-year renewal franchise term, which 10-year term will commence immediately upon the expiration of the first 10-year renewal franchise term, if Franchisee complies as of the end of the first 10-year renewal franchise term with the same conditions for the grant of a renewal franchise as those described above in this Section 11 with respect to the grant of the first renewal franchise, provided, however, that (i) Franchisee must pay Company on or before signing the renewal form of Franchise Agreement a renewal fee equal to fifty percent (50%) of the sum of Company's then-current development fee and franchise fee, and (ii) the royalty fee that Franchisee must pay Company during the second 10-year renewal franchise term will equal the greater of the then-current royalty fee charged by Company to new franchisees joining the Wingstop franchise system or an additional one percent (1%) of the Restaurant's Gross Sales above the applicable percentage of Gross Sales that Franchisee paid Company during the first 10-year renewal term (but not to exceed six percent (6%)). Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in this Section 11(b), each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for a second 10-year renewal term. Sections 11(e) and (f) below will apply if Franchisee does not qualify to renew, or elects not to renew, the franchise.

(c) Section 11(d) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The relationship between Company and Franchisee during the renewal period will be governed by the provisions of Company's then-current renewal form of Franchise Agreement, including those pertaining to royalties, advertising, competitive protection and concept modifications. Whether or not Franchisee actually signs a then-current renewal form of Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past this Agreement's expiration date

(although such continued operation by Franchisee will not effect a renewal of the franchise nor obligate Company to renew the franchise).

- (d) Section 11(g) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

If Company and Franchisee renew the franchise for additional terms of 10 years as provided in Sections 11(b) and (d) above, Franchisee will have the right to renew the franchise for a third 10-year renewal franchise term, which 10-year term will commence immediately upon the expiration of the second 10-year renewal franchise term, if Franchisee complies as of the end of the second 10-year renewal franchise term with the same conditions for the grant of a renewal franchise as those described above in this Section 11 with respect to the grant of the second renewal franchise, provided, however, that (i) Company's renewal form of Franchise Agreement for the third 10-year renewal franchise term will be modified as necessary to reflect that no additional renewal franchise term will be granted after it expires, and (ii) the royalty fee that Franchisee must pay Company during the third 10-year renewal franchise term will equal the then-current royalty fee charged by Company to new franchisees joining the Wingstop franchise system (but not to exceed six percent (6%) of Gross Sales). No renewal fee is payable for the third 10-year renewal franchise term. Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in Section 11(b), each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for a third 10-year renewal term. Sections 11(e) and (f) above will apply if Franchisee does not qualify to renew, or elects not to renew, the franchise.

10. **Transfers.**

- (a) **Conditions to Voluntary Transfer of Rights.** The portion of the first paragraph of Section 13(b) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary disposition of Franchisee's interest in the franchise under this Agreement provided that all of the following conditions are met:

- (b) **Conditions to Equity Transfer.** The portion of the first paragraph of Section 13(d) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary or involuntary sale, assignment or transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or a Controlling Ownership

Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee, provided that all of the following conditions are met:

(c) **Purchase Upon Franchisee's Death or Disability**. The last sentence of Section 13(h)(2) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Further, Company may require the new management to attend and satisfactorily complete the then-current Wingstop training program.

11. **Default**. Section 16(b)(1) of the Renewal Franchise Agreement is hereby deleted.

12. Irrespective of the Renewal Rider Effective Date and subject to Section 2(a) of this Renewal Rider, this Renewal Rider and the Renewal Franchise Agreement are not binding on Wingstop Franchising LLC unless and until both are signed by Wingstop Franchising LLC.

*[signature page follows]*

**WINGSTOP FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[NAME]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Authorized Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* The text following the signature block in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's General Manager is: \_\_\_\_\_

General Manager Address/Telephone/Email: \_\_\_\_\_

\_\_\_\_\_

**RENEWAL RIDER**  
**TO WINGSTOP FRANCHISING LLC FRANCHISE AGREEMENT**  
**(WITH POS INCENTIVE)**

**THIS RENEWAL RIDER TO FRANCHISE AGREEMENT** (the “**Renewal Rider**”) is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“**Company**”), and [\_\_\_\_\_] (“**Franchisee**”) and is effective as of [\_\_\_\_\_, 20\_\_] (the “**Renewal Rider Effective Date**”).

1. **Background.** Simultaneously with signing this Renewal Rider, Company and Franchisee are signing a Franchise Agreement to govern Franchisee’s continued operation of the Restaurant (the “**Renewal Franchise Agreement**”). Company and Franchisee acknowledge that the Renewal Franchise Agreement is the successor to the Franchise Agreement between Company and Franchisee dated as of [\_\_\_\_\_] (the “**Expiring Franchise Agreement**”), under which Franchisee operated the Restaurant during the primary franchise term. Company and Franchisee are signing this Renewal Rider to modify certain provisions of the Renewal Franchise Agreement to reflect, among other things, that the Renewal Franchise Agreement is a successor to the Expiring Franchise Agreement—intended to govern the parties’ relationship during the renewal term—and that certain provisions of the Renewal Franchise Agreement do not apply to Franchisee’s operation of the Restaurant during the renewal term because Franchisee’s Restaurant already is constructed, open, and operating as of the date of the Renewal Franchise Agreement. (All initial capitalized terms used but not defined in this Renewal Rider have the meanings given to those terms in the Renewal Franchise Agreement).

2. **Expiration of Expiring Franchise Agreement.**

(a) If the Renewal Franchise Agreement and this Renewal Rider are signed before expiration of the Expiring Franchise Agreement, then:

(i) the term of the Expiring Franchise Agreement will continue in full force and effect through its last scheduled day, as defined in the Expiring Franchise Agreement, subject to earlier termination in accordance with Sections 16 and 17 of the Expiring Franchise Agreement; and

(ii) if as of the last scheduled day of the Expiring Franchise Agreement:

(A) there is no outstanding notice to Franchisee from Company of an Event of Default, and no earlier termination has occurred, the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date and Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date; or

(B) there is an outstanding notice to Franchisee from Company of an Event of Default that has not been resolved to Company’s satisfaction prior to the expiration of the Expiring Franchise Agreement, Company has the right, upon notice to Franchisee, to

void the Renewal Franchise Agreement and this Renewal Rider such that any continued operation of the Restaurant by Franchisee beyond the expiration of the Expiring Franchise Agreement will be deemed to be Franchisee's assent to be bound by the then-current form of Franchise Agreement pursuant to Section 11(d) of the Expiring Franchise Agreement until the earlier to occur of termination of the franchise or Franchisee's and Company's execution of a new Renewal Franchise Agreement and Renewal Rider.

(iii) Nothing shall affect Company's right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider if Company first discovers after the Renewal Rider Effective Date that Franchisee committed an Event of Default during the term of the Expiring Franchise Agreement, and such Event of Default would entitle Company not to renew the franchise for the Restaurant under Section 11(b) of the Expiring Franchise Agreement.

(b) If the Renewal Franchise Agreement and this Renewal Rider are signed after expiration of the Expiring Franchise Agreement, then:

(i) the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date, irrespective of the date(s) on which the Renewal Franchise Agreement and this Renewal Rider are signed; and

(ii) Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date.

### 3. **Glossary of Terms.**

(a) The definition of "Effective Date" in the Glossary of Terms in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

**Effective Date** means [\_\_\_\_\_, 20\_\_].

(b) The definition of "Scheduled Opening Date" is hereby deleted from the Glossary of Terms in the Renewal Franchise Agreement.

4. **Recitals.** Section 1 of the Renewal Franchise Agreement, captioned **RECITALS**, is hereby deleted and replaced with the following:

Company and its Affiliates have developed a System to guide and govern the operation of restaurants that operate under the Wingstop® trade name and sell cooked-to-order, hand-sauced and tossed chicken wings as their primary menu item. Company franchises the operation of Restaurants. Franchisee has operated a Restaurant under a Franchise Agreement the primary term of which has expired. Company and Franchisee agree that Franchisee will continue operating the Restaurant,

and that Company and Franchisee will continue their franchise relationship, under the terms and conditions of this Agreement.

5. **Franchise Fee.** Section 3 of the Renewal Franchise Agreement, captioned **FRANCHISE FEE**, is hereby deleted. (Franchisee need not pay an initial Franchise Fee, as a renewal condition in the Expiring Franchise Agreement is that Franchisee pay only a renewal fee of [ \$\_\_\_\_\_ ].)

6. **Company Services and Assistance.**

(a) **Development Stage Assistance.**

(1) Sections 6(a)(1), 6(a)(3)(ii), and 6(a)(7) of the Renewal Franchise Agreement are hereby deleted.

(2) Section 6(a)(3)(i) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

An initial training program was previously provided to Franchisee (or its Designated Principal) and certain of its managerial employees. Subject to availability of pupil space and to payment of a reasonable tuition charge, Franchisee may re-enroll or enroll other managers in the training program from time to time for initial or refresher training. In all cases, Franchisee must pay the travel, lodging and incidental expenses that Franchisee, the General Manager and Franchisee's other designated trainees incur to attend the training program. If Franchisee's General Manager leaves Franchisee's employment at the Restaurant, Franchisee must notify Company promptly and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which will in no case exceed 30 days from the date the former General Manager departed.

(3) The first sentence of Section 6(a)(6) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

When Franchisee (or its Designated Principal) attended the Wingstop training program, Franchisee was loaned or otherwise given access to one (1) set of the Operations Manual and other relevant training materials.

(b) **Operational Assistance.** Sections 6(b)(1) and 6(b)(2) of the Renewal Franchise Agreement are hereby deleted.

7. **Franchisee's Performance.**

(a) **Business Entity Requirements.**



(1) Section 7(a)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Wingstop Restaurants.

(2) Section 7(a)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must complete the information required in Exhibit E before signing this Agreement and furnish a current version of the list to Company within 10 days after any change (some of which changes are subject to Section 13) and upon Company's request. Each Person Company designates, including Principals who need not sign the Guaranty, General Managers, and Assistant Managers, must, if they have access to Trade Secrets and other Confidential Information, be required to sign an agreement in the form Company approves undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

(b) **Pre-Construction Procedures/Architecture Services.** Section 7(b) of the Renewal Franchise Agreement is hereby deleted.

(c) **Construction and Operations.**

(1) Section 7(c)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will equip, furnish and decorate the Restaurant in compliance with Wingstop equipment, Trade Dress, Information System, and signage specifications. Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress in any fashion without Company's express prior permission.

(2) Section 7(c)(3) of the Renewal Franchise Agreement is hereby deleted.

(3) Section 7(c)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must sign and deliver to Company an Assignment of Telephone Number(s) for the Restaurant's telephone number(s) in the form attached to this Agreement as Exhibit D. If the Restaurant's telephone number changes during the franchise term, or if Franchisee adds additional lines for a modem or other purposes, Franchisee will promptly

sign and deliver to Company a new Assignment of Telephone Number(s) for the new or additional number(s).

(4) Section 7(c)(5) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will operate the Restaurant continuously throughout the entire term of the franchise solely under the Wingstop trade name and System.

(5) Section 7(c)(21) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information System specified from time to time in the Operations Manual, (iv) install and continuously maintain a telephone line for the Restaurant's modem, and (v) furnish Company the modem's telephone number as changed from time to time.

(6) Section 7(c)(26)(ii) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect annually within five days after each policy renewal date or each time Franchisee obtains a new policy prescribed by Company. If Franchisee fails to maintain the required insurance, Company or its designee may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company or its designee for the premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within 10 days after Company or its designee submits a statement for its costs.

8. **Royalties**. Section 10(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Company continuing royalties equal to 5% of Gross Sales.

9. **Term and Renewal**.

(a) Section 11(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The term of this Agreement, a renewal of the franchise, begins on the Effective Date and expires on [\_\_\_\_\_, 203\_\_], subject to earlier termination in accordance with Sections 16 and 17. Franchisee must operate the Restaurant in compliance with this Agreement for the entire term of this Agreement unless this Agreement is properly terminated under Sections 16 and 17.

(b) Section 11(b) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

If, upon the expiration of the term of this Agreement, Franchisee is in full compliance with Franchisee's agreements and obligations under this Agreement, Franchisee will have the option to renew the franchise for an additional term of 10 years by (1) notifying Company of Franchisee's intention to renew not earlier than 180 days nor later than 90 days before this Agreement's scheduled expiration date, (2) signing Company's then-current renewal form of Franchise Agreement and a general release, in form and substance satisfactory to Company, of any and all claims against Company and its Affiliates, and all of their respective owners, officers, directors, and agents, arising out of or relating to this Agreement, the Restaurant, and the parties' business relationship (this requirement applies to Franchisee and each Controlling Principal), (3) paying Company a renewal fee equal to 50% of the sum of Company's then-current development fee and franchise fee, and (4) not later than 30 days before this Agreement's scheduled expiration date, completing the remodeling, refurbishing and modernizing of the Restaurant's interior and exterior, including its furniture, fixtures, signs, equipment, Information System and Trade Dress, to conform to then-current Wingstop standards (regardless of cost).

(c) Section 11(d) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The relationship between Company and Franchisee during the renewal period will be governed by the provisions of Company's then-current renewal form of Franchise Agreement, including those pertaining to royalties, advertising, competitive protection and concept modifications. Whether or not Franchisee actually signs a then-current renewal form of Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past this Agreement's expiration date (although such continued operation by Franchisee will not effect a renewal of the franchise nor obligate Company to renew the franchise).

(d) Section 11(g) of the Renewal Franchise Agreement is hereby deleted, as Franchisee has no right to renew the franchise for a third renewal term.

10. **Transfers.**

(a) **Conditions to Voluntary Transfer of Rights.** The portion of the first paragraph of Section 13(b) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary disposition of Franchisee's interest in the franchise under this Agreement provided that all of the following conditions are met:

(b) **Conditions to Equity Transfer.** The portion of the first paragraph of Section 13(d) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary or involuntary sale, assignment or transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee, provided that all of the following conditions are met:

(c) **Purchase Upon Franchisee's Death or Disability.** The last sentence of Section 13(h)(2) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Further, Company may require the new management to attend and satisfactorily complete the then-current Wingstop training program.

11. **Default.** Section 16(b)(1) of the Renewal Franchise Agreement is hereby deleted.

12. Irrespective of the Renewal Rider Effective Date and subject to Section 2(a) of this Renewal Rider, this Renewal Rider and the Renewal Franchise Agreement are not binding on Wingstop Franchising LLC unless and until both are signed by Wingstop Franchising LLC.

*[signature page follows]*

**WINGSTOP FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[NAME]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Authorized Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* The text following the signature block in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's General Manager is: \_\_\_\_\_

General Manager Address/Telephone/Email: \_\_\_\_\_

\_\_\_\_\_

**RENEWAL RIDER**  
**TO WINGSTOP FRANCHISING LLC FRANCHISE AGREEMENT**  
**(STANDARD)**

**THIS RENEWAL RIDER TO FRANCHISE AGREEMENT** (the “**Renewal Rider**”) is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“**Company**”), and [\_\_\_\_\_] (“**Franchisee**”) and is effective as of [\_\_\_\_\_, 20\_\_] (the “**Renewal Rider Effective Date**”).

1. **Background.** Simultaneously with signing this Renewal Rider, Company and Franchisee are signing a Franchise Agreement to govern Franchisee’s continued operation of the Restaurant (the “**Renewal Franchise Agreement**”). Company and Franchisee acknowledge that the Renewal Franchise Agreement is the successor to the Franchise Agreement between Company and Franchisee dated as of [\_\_\_\_\_] (the “**Expiring Franchise Agreement**”), under which Franchisee operated the Restaurant during the primary franchise term. Company and Franchisee are signing this Renewal Rider to modify certain provisions of the Renewal Franchise Agreement to reflect, among other things, that the Renewal Franchise Agreement is a successor to the Expiring Franchise Agreement—intended to govern the parties’ relationship during the renewal term—and that certain provisions of the Renewal Franchise Agreement do not apply to Franchisee’s operation of the Restaurant during the renewal term because Franchisee’s Restaurant already is constructed, open, and operating as of the date of the Renewal Franchise Agreement. (All initial capitalized terms used but not defined in this Renewal Rider have the meanings given to those terms in the Renewal Franchise Agreement).

2. **Expiration of Expiring Franchise Agreement.**

(a) If the Renewal Franchise Agreement and this Renewal Rider are signed before expiration of the Expiring Franchise Agreement, then:

(i) The term of the Expiring Franchise Agreement will continue in full force and effect through its last scheduled day, as defined in the Expiring Franchise Agreement, subject to earlier termination in accordance with Sections 16 and 17 of the Expiring Franchise Agreement; and

(ii) if as of the last scheduled day of the Expiring Franchise Agreement:

(A) there is no outstanding notice to Franchisee from Company of an Event of Default, and no earlier termination has occurred, the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date and Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date; or

(B) there is an outstanding notice to Franchisee from Company of an Event of Default that has not been resolved to Company’s satisfaction prior to the expiration of the Expiring Franchise

Agreement, Company has the right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider such that any continued operation of the Restaurant by Franchisee beyond the expiration of the Expiring Franchise Agreement will be deemed to be Franchisee's assent to be bound by the then-current form of Franchise Agreement pursuant to Section 11(d) of the Expiring Franchise Agreement until the earlier to occur of termination of the franchise or Franchisee's and Company's execution of a new Renewal Franchise Agreement and Renewal Rider.

(iii) Nothing shall affect Company's right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider if Company first discovers after the Renewal Rider Effective Date that Franchisee committed an Event of Default during the term of the Expiring Franchise Agreement, and such Event of Default would entitle Company not to renew the franchise for the Restaurant under Section 11(b) of the Expiring Franchise Agreement.

(b) If the Renewal Franchise Agreement and Renewal Rider are signed after expiration of the Expiring Franchise Agreement, then:

(i) the term of the Renewal Franchise Agreement will commence on, and be effective as of, the Renewal Rider Effective Date, irrespective of the date(s) on which the Renewal Franchise Agreement and this Renewal Rider are signed; and

(ii) Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date.

3. **Glossary of Terms.**

(a) The definition of "Effective Date" in the Glossary of Terms in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

**Effective Date** means [\_\_\_\_\_, 20\_\_].

(b) The definition of "Scheduled Opening Date" is hereby deleted from the Glossary of Terms in the Renewal Franchise Agreement.

4. **Recitals.** Section 1 of the Renewal Franchise Agreement, captioned **RECITALS**, is hereby deleted and replaced with the following:

Company and its Affiliates have developed a System to guide and govern the operation of restaurants that operate under the Wingstop® trade name and sell cooked-to-order, hand-sauced and tossed chicken wings as their primary menu item. Company franchises the operation of Restaurants. Franchisee has operated a Restaurant under a Franchise

Agreement the primary term of which has expired. Company and Franchisee agree that Franchisee will continue operating the Restaurant, and that Company and Franchisee will continue their franchise relationship, under the terms and conditions of this Agreement.

5. **Franchise Fee.** Section 3 of the Renewal Franchise Agreement, captioned **FRANCHISE FEE**, is hereby deleted. (Franchisee need not pay an initial Franchise Fee, as a renewal condition in the Expiring Franchise Agreement is that Franchisee pay only a renewal fee of [\$\_\_\_\_].)

6. **Company Services and Assistance.**

(a) **Development Stage Assistance.**

(1) Sections 6(a)(1), 6(a)(3)(ii), and 6(a)(7) of the Renewal Franchise Agreement are hereby deleted.

(2) Section 6(a)(3)(i) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

An initial training program was previously provided to Franchisee (or its Designated Principal) and certain of its managerial employees. Subject to availability of pupil space and to payment of a reasonable tuition charge, Franchisee may re-enroll or enroll other managers in the training program from time to time for initial or refresher training. In all cases, Franchisee must pay the travel, lodging and incidental expenses that Franchisee, the General Manager and Franchisee's other designated trainees incur to attend the training program. If Franchisee's General Manager leaves Franchisee's employment at the Restaurant, Franchisee must notify Company promptly and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which will in no case exceed 30 days from the date the former General Manager departed.

(3) The first sentence of Section 6(a)(6) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

When Franchisee (or its Designated Principal) attended the Wingstop training program, Franchisee was loaned or otherwise given access to one (1) set of the Operations Manual and other relevant training materials.

(b) **Operational Assistance.** Sections 6(b)(1) and 6(b)(2) of the Renewal Franchise Agreement are hereby deleted.



7. **Franchisee's Performance.**

(a) **Business Entity Requirements.**

(1) Section 7(a)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Wingstop Restaurants.

(2) Section 7(a)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must complete the information required in Exhibit E before signing this Agreement and furnish a current version of the list to Company within 10 days after any change (some of which changes are subject to Section 13) and upon Company's request. Each Person Company designates, including Principals who need not sign the Guaranty, General Managers, and Assistant Managers, must, if they have access to Trade Secrets and other Confidential Information, be required to sign an agreement in the form Company approves undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

(b) **Pre-Construction Procedures/Architecture Services.** Section 7(b) of the Renewal Franchise Agreement is hereby deleted.

(c) **Construction and Operations.**

(1) Section 7(c)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will equip, furnish and decorate the Restaurant in compliance with Wingstop equipment, Trade Dress, Information System, and signage specifications. Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress in any fashion without Company's express prior permission.

(2) Section 7(c)(3) of the Renewal Franchise Agreement is hereby deleted.

(3) Section 7(c)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must sign and deliver to Company an Assignment of Telephone Number(s) for the Restaurant's telephone number(s) in the form attached to this Agreement as Exhibit D. If the Restaurant's telephone number changes during the franchise term, or if Franchisee adds additional lines for a modem or other purposes, Franchisee will promptly sign and deliver to Company a new Assignment of Telephone Number(s) for the new or additional number(s).

(4) Section 7(c)(5) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will operate the Restaurant continuously throughout the entire term of the franchise solely under the Wingstop trade name and System.

(5) Section 7(c)(21) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information System specified from time to time in the Operations Manual, (iv) install and continuously maintain a telephone line for the Restaurant's modem, and (v) furnish Company the modem's telephone number as changed from time to time.

(6) Section 7(c)(26)(ii) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect annually within five days after each policy renewal date or each time Franchisee obtains a new policy prescribed by Company. If Franchisee fails to maintain the required insurance, Company or its designee may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company or its designee for the premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within 10 days after Company or its designee submits a statement for its costs.

## 8. **Term and Renewal.**

(a) Section 11(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The term of this Agreement, a renewal of the franchise begins on the Effective Date and expires on [\_\_\_\_\_, 203\_\_], subject to earlier termination in accordance with Sections 16 and 17. Franchisee must operate the Restaurant in compliance with this Agreement for the entire term of this Agreement unless this Agreement is properly terminated under Sections 16 and 17.

(b) Section 11(b) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

If Company and Franchisee renew the franchise for an additional term of 10 years as provided in this Section 11(b) and Section 11(d) below, Franchisee will have the right to renew the franchise for a second 10-year renewal franchise term, which 10-year term will commence immediately upon the expiration of the first 10-year renewal franchise term, if Franchisee complies as of the end of the first 10-year renewal franchise term with the same conditions for the grant of a renewal franchise as those described above in this Section 11 with respect to the grant of the first renewal franchise, provided, however, that (i) Franchisee must pay Company on or before signing the renewal form of Franchise Agreement a renewal fee equal to fifty percent (50%) of the sum of Company's then-current development fee and franchise fee, and (ii) the royalty fee that Franchisee must pay Company during the second 10-year renewal franchise term will equal the greater of the then-current royalty fee charged by Company to new franchisees joining the Wingstop franchise system or an additional one percent (1%) of the Restaurant's Gross Sales above the applicable percentage of Gross Sales that Franchisee paid Company during the first 10-year renewal term (but not to exceed six percent (6%)). Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in in this Section, each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for a second 10-year renewal term. Sections 11(e) and (f) below will apply if Franchisee does not qualify to renew, or elects not to renew, the franchise.

(c) Section 11(d) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The relationship between Company and Franchisee during the renewal period will be governed by the provisions of Company's then-current renewal form of Franchise Agreement, including those pertaining to royalties, advertising, competitive protection and concept modifications. Whether or not Franchisee actually signs a then-current renewal form of Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past this Agreement's expiration date

(although such continued operation by Franchisee will not effect a renewal of the franchise nor obligate Company to renew the franchise).

- (d) Section 11(g) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

If Company and Franchisee renew the franchise for additional terms of 10 years as provided in Sections 11(b) and (d) above, Franchisee will have the right to renew the franchise for a third 10-year renewal franchise term, which 10-year term will commence immediately upon the expiration of the second 10-year renewal franchise term, if Franchisee complies as of the end of the second 10-year renewal franchise term with the same conditions for the grant of a renewal franchise as those described above in this Section 11 with respect to the grant of the second renewal franchise, provided, however, that (i) Company's renewal form of Franchise Agreement for the third 10-year renewal franchise term will be modified as necessary to reflect that no additional renewal franchise term will be granted after it expires, and (ii) the royalty fee that Franchisee must pay Company during the third 10-year renewal franchise term will equal the then-current royalty fee charged by Company to new franchisees joining the Wingstop franchise system (but not to exceed six percent (6%) of Gross Sales). No renewal fee is payable for the third 10-year renewal franchise term. Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in Section 11(b), each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for a third 10-year renewal term. Sections 11(e) and (f) above will apply if Franchisee does not qualify to renew, or elects not to renew, the franchise.

9. **Transfers.**

- (a) **Conditions to Voluntary Transfer of Rights.** The portion of the first paragraph of Section 13(b) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary disposition of Franchisee's interest in the franchise under this Agreement provided that all of the following conditions are met:

- (b) **Conditions to Equity Transfer.** The portion of the first paragraph of Section 13(d) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary or involuntary sale, assignment or transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a

Business Entity Franchisee, provided that all of the following conditions are met:

(c) **Purchase Upon Franchisee's Death or Disability**. The last sentence of Section 13(h)(2) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Further, Company may require the new management to attend and satisfactorily complete the then-current Wingstop training program.

10. **Default**. Section 16(b)(1) of the Renewal Franchise Agreement is hereby deleted.

11. Irrespective of the Renewal Rider Effective Date and subject to Section 2(a) of this Renewal Rider, this Renewal Rider and the Renewal Franchise Agreement are not binding on Wingstop Franchising LLC unless and until both are signed by Wingstop Franchising LLC.

*[signature page follows]*

**WINGSTOP FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signer

Date: \_\_\_\_\_

\_\_\_\_\_  
[NAME]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* The text following the signature block in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's General Manager is: \_\_\_\_\_

General Manager Address/Telephone/Email: \_\_\_\_\_

\_\_\_\_\_

**RENEWAL RIDER**  
**TO WINGSTOP FRANCHISING LLC FRANCHISE AGREEMENT**  
**(WITH POS INCENTIVE)**

THIS RENEWAL RIDER TO FRANCHISE AGREEMENT (the “**Renewal Rider**”) is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“**Company**”), and [\_\_\_\_\_] (“**Franchisee**”) and is effective as of [\_\_\_\_\_, 20\_\_] (the “**Renewal Rider Effective Date**”).

1. **Background.** Simultaneously with signing this Renewal Rider, Company and Franchisee are signing a Franchise Agreement to govern Franchisee’s continued operation of the Restaurant (the “**Renewal Franchise Agreement**”). Company and Franchisee acknowledge that the Renewal Franchise Agreement is the successor to the Franchise Agreement between Company and Franchisee dated as of [\_\_\_\_\_] (the “**Expiring Franchise Agreement**”), under which Franchisee operated the Restaurant during the primary franchise term. Company and Franchisee are signing this Renewal Rider to modify certain provisions of the Renewal Franchise Agreement to reflect, among other things, that the Renewal Franchise Agreement is a successor to the Expiring Franchise Agreement—intended to govern the parties’ relationship during the renewal term—and that certain provisions of the Renewal Franchise Agreement do not apply to Franchisee’s operation of the Restaurant during the renewal term because Franchisee’s Restaurant already is constructed, open, and operating as of the date of the Renewal Franchise Agreement. (All initial capitalized terms used but not defined in this Renewal Rider have the meanings given to those terms in the Renewal Franchise Agreement).

2. **Expiration of Expiring Franchise Agreement.**

(a) If the Renewal Franchise Agreement and this Renewal Rider are signed before expiration of the Expiring Franchise Agreement, then:

(i) the term of the Expiring Franchise Agreement will continue in full force and effect through its last scheduled day, as defined in the Expiring Franchise Agreement, subject to earlier termination in accordance with Sections 16 and 17 of the Expiring Franchise Agreement; and

(ii) if as of the last scheduled day of the Expiring Franchise Agreement:

(A) there is no outstanding notice to Franchisee from Company of an Event of Default, and no earlier termination has occurred, the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date and Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date; or

(B) there is an outstanding notice to Franchisee from Company of an Event of Default that has not been resolved to Company’s satisfaction prior to the expiration of the Expiring Franchise Agreement, Company has the right, upon notice to Franchisee, to

void the Renewal Franchise Agreement and this Renewal Rider such that any continued operation of the Restaurant by Franchisee beyond the expiration of the Expiring Franchise Agreement will be deemed to be Franchisee's assent to be bound by the then-current form of Franchise Agreement pursuant to Section 11(d) of the Expiring Franchise Agreement until the earlier to occur of termination of the franchise or Franchisee's and Company's execution of a new Renewal Franchise Agreement and Renewal Rider.

(iii) Nothing shall affect Company's right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider if Company first discovers after the Renewal Rider Effective Date that Franchisee committed an Event of Default during the term of the Expiring Franchise Agreement, and such Event of Default would entitle Company not to renew the franchise for the Restaurant under Section 11(b) of the Expiring Franchise Agreement.

(b) If the Renewal Franchise Agreement and this Renewal Rider are signed after expiration of the Expiring Franchise Agreement, then:

(i) the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date, irrespective of the date(s) on which the Renewal Franchise Agreement and this Renewal Rider are signed; and

(ii) Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date.

### 3. **Glossary of Terms.**

(a) The definition of "Effective Date" in the Glossary of Terms in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

**Effective Date** means [\_\_\_\_\_, 20\_\_].

(b) The definition of "Scheduled Opening Date" is hereby deleted from the Glossary of Terms in the Renewal Franchise Agreement.

4. **Recitals.** Section 1 of the Renewal Franchise Agreement, captioned **RECITALS**, is hereby deleted and replaced with the following:

Company and its Affiliates have developed a System to guide and govern the operation of restaurants that operate under the Wingstop® trade name and sell cooked-to-order, hand-sauced and tossed chicken wings as their primary menu item. Company franchises the operation of Restaurants. Franchisee has operated a Restaurant under a Franchise Agreement the primary term of which has expired. Company and



Franchisee agree that Franchisee will continue operating the Restaurant, and that Company and Franchisee will continue their franchise relationship, under the terms and conditions of this Agreement.

5. **Franchise Fee.** Section 3 of the Renewal Franchise Agreement, captioned **FRANCHISE FEE**, is hereby deleted. (Franchisee need not pay an initial Franchise Fee, as a renewal condition in the Expiring Franchise Agreement is that Franchisee pay only a renewal fee of [ \$\_\_\_\_\_ ].)

6. **Company Services and Assistance.**

(a) **Development Stage Assistance.**

(1) Sections 6(a)(1), 6(a)(3)(ii), and 6(a)(7) of the Renewal Franchise Agreement are hereby deleted.

(2) Section 6(a)(3)(i) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

An initial training program was previously provided to Franchisee (or its Designated Principal) and certain of its managerial employees. Subject to availability of pupil space and to payment of a reasonable tuition charge, Franchisee may re-enroll or enroll other managers in the training program from time to time for initial or refresher training. In all cases, Franchisee must pay the travel, lodging and incidental expenses that Franchisee, the General Manager and Franchisee's other designated trainees incur to attend the training program. If Franchisee's General Manager leaves Franchisee's employment at the Restaurant, Franchisee must notify Company promptly and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which will in no case exceed 30 days from the date the former General Manager departed.

(3) The first sentence of Section 6(a)(6) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

When Franchisee (or its Designated Principal) attended the Wingstop training program, Franchisee was loaned or otherwise given access to one (1) set of the Operations Manual and other relevant training materials.

(b) **Operational Assistance.** Sections 6(b)(1) and 6(b)(2) of the Renewal Franchise Agreement are hereby deleted.

7. **Franchisee's Performance.**

(a) **Business Entity Requirements.**

(1) Section 7(a)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Wingstop Restaurants.

(2) Section 7(a)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must complete the information required in Exhibit E before signing this Agreement and furnish a current version of the list to Company within 10 days after any change (some of which changes are subject to Section 13) and upon Company's request. Each Person Company designates, including Principals who need not sign the Guaranty, General Managers, and Assistant Managers, must, if they have access to Trade Secrets and other Confidential Information, be required to sign an agreement in the form Company approves undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

(b) **Pre-Construction Procedures/Architecture Services.** Section 7(b) of the Renewal Franchise Agreement is hereby deleted.

(c) **Construction and Operations.**

(1) Section 7(c)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will equip, furnish and decorate the Restaurant in compliance with Wingstop equipment, Trade Dress, Information System, and signage specifications. Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress in any fashion without Company's express prior permission.

(2) Section 7(c)(3) of the Renewal Franchise Agreement is hereby deleted.

(3) Section 7(c)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must sign and deliver to Company an Assignment of Telephone Number(s) for the Restaurant's telephone number(s) in the form attached to this Agreement as Exhibit D. If the Restaurant's telephone number changes during the franchise term, or if Franchisee adds

additional lines for a modem or other purposes, Franchisee will promptly sign and deliver to Company a new Assignment of Telephone Number(s) for the new or additional number(s).

(4) Section 7(c)(5) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will operate the Restaurant continuously throughout the entire term of the franchise solely under the Wingstop trade name and System.

(5) Section 7(c)(21) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information System specified from time to time in the Operations Manual, (iv) install and continuously maintain a telephone line for the Restaurant's modem, and (v) furnish Company the modem's telephone number as changed from time to time.

(6) Section 7(c)(26)(ii) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect annually within five days after each policy renewal date or each time Franchisee obtains a new policy prescribed by Company. If Franchisee fails to maintain the required insurance, Company or its designee may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company or its designee for the premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within 10 days after Company or its designee submits a statement for its costs.

8. **Royalties.** Section 10(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Company continuing royalties equal to 5% of Gross Sales.

9. **Term and Renewal.**

(a) Section 11(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The term of this Agreement, a renewal of the franchise, begins on the Effective Date and expires on [\_\_\_\_\_, 203\_\_], subject to earlier termination in accordance with Sections 16 and 17. Franchisee must operate the Restaurant in compliance with this Agreement for the entire term of this Agreement unless this Agreement is properly terminated under Sections 16 and 17.

(b) Section 11(b) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

If, upon the expiration of the term of this Agreement, Franchisee is in full compliance with Franchisee's agreements and obligations under this Agreement, Franchisee will have the option to renew the franchise for an additional term of 10 years by (1) notifying Company of Franchisee's intention to renew not earlier than 180 days nor later than 90 days before this Agreement's scheduled expiration date, (2) signing Company's then-current renewal form of Franchise Agreement and a general release, in form and substance satisfactory to Company, of any and all claims against Company and its Affiliates, and all of their respective owners, officers, directors, and agents, arising out of or relating to this Agreement, the Restaurant, and the parties' business relationship (this requirement applies to Franchisee and each Controlling Principal), (3) paying Company a renewal fee equal to 50% of the sum of Company's then-current development fee and franchise fee, and (4) not later than 30 days before this Agreement's scheduled expiration date, completing the remodeling, refurbishing and modernizing of the Restaurant's interior and exterior, including its furniture, fixtures, signs, equipment, Information System and Trade Dress, to conform to then-current Wingstop standards (regardless of cost).

(c) Section 11(d) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The relationship between Company and Franchisee during the renewal period will be governed by the provisions of Company's then-current renewal form of Franchise Agreement, including those pertaining to royalties, advertising, competitive protection and concept modifications. Whether or not Franchisee actually signs a then-current renewal form of Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past this Agreement's expiration date (although such continued operation by Franchisee will not effect a renewal of the franchise nor obligate Company to renew the franchise).

(d) Section 11(g) of the Renewal Franchise Agreement is hereby deleted, as Franchisee has no right to renew the franchise for a third renewal term.

10. **Transfers.**

(a) **Conditions to Voluntary Transfer of Rights.** The portion of the first paragraph of Section 13(b) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary disposition of Franchisee's interest in the franchise under this Agreement provided that all of the following conditions are met:

(b) **Conditions to Equity Transfer.** The portion of the first paragraph of Section 13(d) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary or involuntary sale, assignment or transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee, provided that all of the following conditions are met:

(c) **Purchase Upon Franchisee's Death or Disability.** The last sentence of Section 13(h)(2) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Further, Company may require the new management to attend and satisfactorily complete the then-current Wingstop training program.

11. **Default.** Section 16(b)(1) of the Renewal Franchise Agreement is hereby deleted.

12. Irrespective of the Renewal Rider Effective Date and subject to Section 2(a) of this Renewal Rider, this Renewal Rider and the Renewal Franchise Agreement are not binding on Wingstop Franchising LLC unless and until both are signed by Wingstop Franchising LLC.

*[signature page follows]*

**WINGSTOP FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[NAME]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Authorized Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* The text following the signature block in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's General Manager is: \_\_\_\_\_

General Manager Address/Telephone/Email: \_\_\_\_\_

\_\_\_\_\_

**RENEWAL RIDER**  
**TO WINGSTOP FRANCHISING LLC FRANCHISE AGREEMENT**  
**(STANDARD)**

**THIS RENEWAL RIDER TO FRANCHISE AGREEMENT** (the “**Renewal Rider**”) is entered into by and between Wingstop Franchising LLC, a Delaware limited liability company (“**Company**”), and [\_\_\_\_\_] (“**Franchisee**”) and is effective as of [\_\_\_\_\_, 20\_\_] (the “**Renewal Rider Effective Date**”).

1. **Background.** Simultaneously with signing this Renewal Rider, Company and Franchisee are signing a Franchise Agreement to govern Franchisee’s continued operation of the Restaurant (the “**Renewal Franchise Agreement**”). Company and Franchisee acknowledge that the Renewal Franchise Agreement is the successor to the Franchise Agreement between Company and Franchisee dated as of [\_\_\_\_\_] (the “**Expiring Franchise Agreement**”), under which Franchisee operated the Restaurant during the primary franchise term. Company and Franchisee are signing this Renewal Rider to modify certain provisions of the Renewal Franchise Agreement to reflect, among other things, that the Renewal Franchise Agreement is a successor to the Expiring Franchise Agreement—intended to govern the parties’ relationship during the renewal term—and that certain provisions of the Renewal Franchise Agreement do not apply to Franchisee’s operation of the Restaurant during the renewal term because Franchisee’s Restaurant already is constructed, open, and operating as of the date of the Renewal Franchise Agreement. (All initial capitalized terms used but not defined in this Renewal Rider have the meanings given to those terms in the Renewal Franchise Agreement).

2. **Expiration of Expiring Franchise Agreement.**

(a) If the Renewal Franchise Agreement and this Renewal Rider are signed before expiration of the Expiring Franchise Agreement, then:

(i) The term of the Expiring Franchise Agreement will continue in full force and effect through its last scheduled day, as defined in the Expiring Franchise Agreement, subject to earlier termination in accordance with Sections 16 and 17 of the Expiring Franchise Agreement; and

(ii) if as of the last scheduled day of the Expiring Franchise Agreement:

(A) there is no outstanding notice to Franchisee from Company of an Event of Default, and no earlier termination has occurred, the Renewal Franchise Agreement will be effective as of, and its term will commence on, the Renewal Rider Effective Date and Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date; or

(B) there is an outstanding notice to Franchisee from Company of an Event of Default that has not been resolved to Company’s satisfaction prior to the expiration of the Expiring Franchise

Agreement, Company has the right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider such that any continued operation of the Restaurant by Franchisee beyond the expiration of the Expiring Franchise Agreement will be deemed to be Franchisee's assent to be bound by the then-current form of Franchise Agreement pursuant to Section 11(d) of the Expiring Franchise Agreement until the earlier to occur of termination of the franchise or Franchisee's and Company's execution of a new Renewal Franchise Agreement and Renewal Rider.

(iii) Nothing shall affect Company's right, upon notice to Franchisee, to void the Renewal Franchise Agreement and this Renewal Rider if Company first discovers after the Renewal Rider Effective Date that Franchisee committed an Event of Default during the term of the Expiring Franchise Agreement, and such Event of Default would entitle Company not to renew the franchise for the Restaurant under Section 11(b) of the Expiring Franchise Agreement.

(b) If the Renewal Franchise Agreement and Renewal Rider are signed after expiration of the Expiring Franchise Agreement, then:

(i) the term of the Renewal Franchise Agreement will commence on, and be effective as of, the Renewal Rider Effective Date, irrespective of the date(s) on which the Renewal Franchise Agreement and this Renewal Rider are signed; and

(ii) Franchisee will have no further rights under the Expiring Franchise Agreement following its expiration date.

3. **Glossary of Terms.**

(a) The definition of "Effective Date" in the Glossary of Terms in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

**Effective Date** means [\_\_\_\_\_, 20\_\_].

(b) The definition of "Scheduled Opening Date" is hereby deleted from the Glossary of Terms in the Renewal Franchise Agreement.

4. **Recitals.** Section 1 of the Renewal Franchise Agreement, captioned **RECITALS**, is hereby deleted and replaced with the following:

Company and its Affiliates have developed a System to guide and govern the operation of restaurants that operate under the Wingstop® trade name and sell cooked-to-order, hand-sauced and tossed chicken wings as their primary menu item. Company franchises the operation of



Restaurants. Franchisee has operated a Restaurant under a Franchise Agreement the primary term of which has expired. Company and Franchisee agree that Franchisee will continue operating the Restaurant, and that Company and Franchisee will continue their franchise relationship, under the terms and conditions of this Agreement.

5. **Franchise Fee.** Section 3 of the Renewal Franchise Agreement, captioned **FRANCHISE FEE**, is hereby deleted. (Franchisee need not pay an initial Franchise Fee, as a renewal condition in the Expiring Franchise Agreement is that Franchisee pay only a renewal fee of [\$\_\_\_\_\_].)

6. **Company Services and Assistance.**

(a) **Development Stage Assistance.**

(1) Sections 6(a)(1), 6(a)(3)(ii), and 6(a)(7) of the Renewal Franchise Agreement are hereby deleted.

(2) Section 6(a)(3)(i) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

An initial training program was previously provided to Franchisee (or its Designated Principal) and certain of its managerial employees. Subject to availability of pupil space and to payment of a reasonable tuition charge, Franchisee may re-enroll or enroll other managers in the training program from time to time for initial or refresher training. In all cases, Franchisee must pay the travel, lodging and incidental expenses that Franchisee, the General Manager and Franchisee's other designated trainees incur to attend the training program. If Franchisee's General Manager leaves Franchisee's employment at the Restaurant, Franchisee must notify Company promptly and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which will in no case exceed 30 days from the date the former General Manager departed.

(3) The first sentence of Section 6(a)(6) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

When Franchisee (or its Designated Principal) attended the Wingstop training program, Franchisee was loaned or otherwise given access to one (1) set of the Operations Manual and other relevant training materials.

(b) **Operational Assistance.** Sections 6(b)(1) and 6(b)(2) of the Renewal Franchise Agreement are hereby deleted.

7. **Franchisee's Performance.**

(a) **Business Entity Requirements.**

(1) Section 7(a)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Wingstop Restaurants.

(2) Section 7(a)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must complete the information required in Exhibit E before signing this Agreement and furnish a current version of the list to Company within 10 days after any change (some of which changes are subject to Section 13) and upon Company's request. Each Person Company designates, including Principals who need not sign the Guaranty, General Managers, and Assistant Managers, must, if they have access to Trade Secrets and other Confidential Information, be required to sign an agreement in the form Company approves undertaking to be bound by the confidentiality and non-competition covenants contained in this Agreement. Under no circumstances will Company or its Affiliates control the forms or terms of employment agreements Franchisee uses with Restaurant employees or otherwise be responsible for Franchisee's labor relations or employment practices.

(b) **Pre-Construction Procedures/Architecture Services.** Section 7(b) of the Renewal Franchise Agreement is hereby deleted.

(c) **Construction and Operations.**

(1) Section 7(c)(1) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will equip, furnish and decorate the Restaurant in compliance with Wingstop equipment, Trade Dress, Information System, and signage specifications. Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress in any fashion without Company's express prior permission.

(2) Section 7(c)(3) of the Renewal Franchise Agreement is hereby deleted.

(3) Section 7(c)(4) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must sign and deliver to Company an Assignment of Telephone Number(s) for the Restaurant's telephone number(s) in the form attached to this Agreement as Exhibit D. If the Restaurant's telephone number changes during the franchise term, or if Franchisee adds additional lines for a modem or other purposes, Franchisee will promptly sign and deliver to Company a new Assignment of Telephone Number(s) for the new or additional number(s).

(4) Section 7(c)(5) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will operate the Restaurant continuously throughout the entire term of the franchise solely under the Wingstop trade name and System.

(5) Section 7(c)(21) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information System specified from time to time in the Operations Manual, (iv) install and continuously maintain a telephone line for the Restaurant's modem, and (v) furnish Company the modem's telephone number as changed from time to time.

(6) Section 7(c)(26)(ii) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect annually within five days after each policy renewal date or each time Franchisee obtains a new policy prescribed by Company. If Franchisee fails to maintain the required insurance, Company or its designee may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company or its designee for the premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within 10 days after Company or its designee submits a statement for its costs.

## 8. **Term and Renewal.**

(a) Section 11(a) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The term of this Agreement, a renewal of the franchise begins on the Effective Date and expires on [\_\_\_\_\_, 203\_\_], subject to earlier termination in accordance with Sections 16 and 17. Franchisee must operate the Restaurant in compliance with this Agreement for the entire term of this Agreement unless this Agreement is properly terminated under Sections 16 and 17.

(b) Section 11(b) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee will have the right to renew the franchise for a third 10-year renewal franchise term, which 10-year term will commence immediately upon the expiration of the second 10-year renewal franchise term, if Franchisee complies as of the end of the second 10-year renewal franchise term with the same conditions for the grant of a renewal franchise as those described in this Section 11 with respect to the grant of the second renewal franchise, provided, however, that (i) Company's renewal form of Franchise Agreement for the third 10-year renewal franchise term will be modified as necessary to reflect that no additional renewal franchise term will be granted after it expires, and (ii) the royalty fee that Franchisee must pay Company during the third 10-year renewal franchise term will equal the then-current royalty fee charged by Company to new franchisees joining the Wingstop franchise system (but not to exceed six percent (6%) of Gross Sales). No renewal fee is payable for the third 10-year renewal franchise term. Franchisee's failure or refusal to comply with any of the four conditions to renewal stated in this Section, each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for a third 10-year renewal term. Sections 11(e) and (f) below will apply if Franchisee does not qualify to renew, or elects not to renew, the franchise.

(c) Section 11(d) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

The relationship between Company and Franchisee during the renewal period will be governed by the provisions of Company's then-current renewal form of Franchise Agreement, including those pertaining to royalties, advertising, competitive protection and concept modifications. Whether or not Franchisee actually signs a then-current renewal form of Franchise Agreement, Franchisee will be conclusively presumed to have assented to and to have agreed to be bound by its terms by continuing to operate the Restaurant for one day past this Agreement's expiration date (although such continued operation by Franchisee will not effect a renewal of the franchise nor obligate Company to renew the franchise).

(d) Sections 11(g) and 11(h) of the Renewal Franchise Agreement are hereby deleted in their entireties.

9. **Transfers.**

(a) **Conditions to Voluntary Transfer of Rights.** The portion of the first paragraph of Section 13(b) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary disposition of Franchisee's interest in the franchise under this Agreement provided that all of the following conditions are met:

(b) **Conditions to Equity Transfer.** The portion of the first paragraph of Section 13(d) of the Renewal Franchise Agreement preceding clause (1) is hereby deleted and replaced with the following:

Company, in its sole judgment, may consent to a voluntary or involuntary sale, assignment or transfer of a Controlling Ownership Interest in a Business Entity Franchisee, or a Controlling Ownership Interest in a Business Entity with a Controlling Ownership Interest in a Business Entity Franchisee, provided that all of the following conditions are met:

(c) **Purchase Upon Franchisee's Death or Disability.** The last sentence of Section 13(h)(2) of the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Further, Company may require the new management to attend and satisfactorily complete the then-current Wingstop training program.

10. **Default.** Section 16(b)(1) of the Renewal Franchise Agreement is hereby deleted.

11. Irrespective of the Renewal Rider Effective Date and subject to Section 2(a) of this Renewal Rider, this Renewal Rider and the Renewal Franchise Agreement are not binding on Wingstop Franchising LLC unless and until both are signed by Wingstop Franchising LLC.

*[signature page follows]*

**WINGSTOP FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_

\_\_\_\_\_  
[NAME]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Authorized Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* The text following the signature block in the Renewal Franchise Agreement is hereby deleted and replaced with the following:

Franchisee's General Manager is: \_\_\_\_\_

General Manager Address/Telephone/Email: \_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT H**

### **STATE ADDENDA AND DEVELOPMENT AGREEMENT/FRANCHISE AGREEMENT RIDERS**

#### **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES**

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

Exhibit H-1

We are required to give you the following information about certain state laws and how they may affect your franchise contracts. By giving you this information, we are not agreeing that the laws apply to your franchise contract or waiving our right to challenge the validity or enforceability of the state laws in the future. We are giving you this information solely for purposes of satisfying our disclosure obligations.

## CALIFORNIA

### DISCLOSURES REGARDING THE CALIFORNIA FAST FOOD ACT (CALIFORNIA ASSEMBLY BILL 1228)

- A. ITEM 1: To the extent it is applicable, you must comply with California Assembly Bill 1228, codified at Cal. Lab. Code §§ 1474-1475 (the “Fast Food Act”), which may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.
- B. ITEMS 5, 6, AND 11: We currently do not provide any training or assistance, or charge any initial or ongoing fees, related to the development or implementation of any standards, policies, or procedures that may be required under the Fast Food Act. It is solely your responsibility to determine whether the Fast Food Act applies to your franchise and, to the extent it does apply, to comply with the Fast Food Act when developing and constructing your restaurant, operating your franchise, and training and supervising your employees.
- C. ITEM 7: The Additional Funds estimate takes into account any increased costs that you may incur related to complying with the Fast Food Act (such as increased wages), based on the Fast Food Act standards that are in effect as of this Franchise Disclosure Document’s issuance date.

## HAWAII

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

- 1. The following language is added to the end of the Franchise Agreement and Development Agreement charts in Item 17:



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

2. Exhibit I (Franchisee Representations) to the Franchise Disclosure Document is hereby deleted in its entirety.

## **MARYLAND**

1. The following language is added to the end of Item 5 of the Franchise Disclosure Document:

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we have secured a surety bond in the amount of \$200,000 from Hartford Fire Insurance Company. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. Also, a copy of the surety bond is attached to the end of this Exhibit H.

2. The following language is added to the end of the “Summary” sections of Item 17(c) of the “Franchise Agreement” table, entitled **Requirements for franchisee to renew or extend**, Item 17(m) of the “Franchise Agreement” table, entitled **Conditions for franchisor approval of transfer**, and Item 17(c) of the “Development Agreement” table, entitled **Requirements for developer to renew or extend**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the end of the “Summary” sections of Item 17(h) of the “Franchise Agreement” table, entitled **“Cause” defined – non-curable defaults**, and Item 17(h) of the “Development Agreement” table, entitled **“Cause” defined – non-curable defaults**:

Termination upon bankruptcy or insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

4. The “Summary” sections of Item 17(v) of the “Franchise Agreement” table, entitled **Choice of forum**, and Item 17(v) of the “Development Agreement” table, entitled **Choice of forum**, are amended to read as follows:

Subject to arbitration obligation, litigation generally must be in courts located closest to where we have our principal business address at the time the action is commenced (it currently is in Dallas, Texas), except that, subject to your arbitration obligation, and to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland.

5. The “Summary” sections of Item 17(w) of the “Franchise Agreement” table, entitled **Choice of law**, and Item 17(w) of the “Development Agreement” table, entitled **Choice of law**, are amended to read as follows:

Texas law applies, except for U.S. Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following language is added to the end of the Franchise Agreement and Development Agreement charts in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

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

### **MINNESOTA**

1. Item 13 of the Disclosure Document is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols (“Marks”) or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use the Marks as long as you comply with our directions.

2. The following is added to Item 17 of the Disclosure Document:

Under Minnesota law and except in certain specified cases, we must give you 90 days’ notice of termination with 60 days to cure. We also must give you at least 180 days’ notice of our intention not to renew a franchise. To the extent the Franchise Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement or Development Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise, is a resident of Minnesota, or who will operate the franchise in Minnesota, to waive compliance with the Minnesota Franchises law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

No action may be commenced pursuant to Minn. Stat. §80C.17, Subd. 5 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. 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 any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400J prohibits a franchisor from requiring a franchisee to assent to a general release. To the extent that the Franchise Agreement requires you to sign a general release as a condition of renewal or transfer, the Franchise Agreement will be considered amended to the extent necessary to comply with Minnesota law.

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

### **NORTH DAKOTA**

1. The “Summary” sections of Items 17(c) and 17(m) of the Disclosure Document are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The row entitled “Liquidated Damages” in Item 6 and the “Summary” section of Item 17(i) of the Disclosure Document are amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. The “Summary” section of Item 17(r) of the Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota. However, we will seek to enforce them to the extent enforceable.

4. The “Summary” section of Item 17(v) of the Disclosure Document is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, but subject to your arbitration obligations, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w) of the Disclosure Document is amended by adding the following:

Except for federal law, North Dakota law applies.

6. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

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

\*\*\*\*\*

**ASSURANCE OF DISCONTINUANCE  
STATE OF WASHINGTON**

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
DEVELOPMENT AGREEMENT AND  
FRANCHISE AGREEMENT**

**WINGSTOP FRANCHISING LLC  
HAWAII AMENDMENT TO DEVELOPMENT AGREEMENT**

For purposes of complying with the requirements of Hawaii law, including the Hawaii Franchise Registration and Disclosure law and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Company”) and \_\_\_\_\_ (“Developer”) hereby amend the Development Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. **Acknowledgements.** Section 17(b) of the Development Agreement is hereby deleted.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINGSTOP FRANCHISING LLC  
HAWAII AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Hawaii law, including the Hawaii Franchise Registration and Disclosure law and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Company”) and \_\_\_\_\_ (“Franchisee”) hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. **Acknowledgments.** Sections 27(g) through 27(j) of the Franchise Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINGSTOP FRANCHISING LLC**  
**MARYLAND AMENDMENT TO DEVELOPMENT AGREEMENT**

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure law and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Company”) and \_\_\_\_\_ (“Developer”) hereby amend the Development Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. **Financial Assurance.** The following language is added to the end of Section 8 of the Development Agreement:

Based upon Company’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, Company has secured a surety bond in the amount of \$200,000 from Hartford Fire Insurance Company. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202.

2. **Releases.** The following language is added to the end of Section 10(c)(iii) of the Development Agreement:

However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Insolvency.** The following language is added to the end of Section 11(g) of the Development Agreement:

This Section may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but Company will enforce it to the extent enforceable.

4. **Governing Law.** The following language is added to the end of Section 15(a) of the Development Agreement:

Notwithstanding the above, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Jurisdiction.** The following language is added to the end of Section 15(c) of the Development Agreement:

Notwithstanding the foregoing, Developer may, subject to its arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Limitation of Claims.** The following language is added to the end of Section 16(g) of the Development Agreement:

However, Developer must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three (3) years after Company grants Developer the development rights.

7. **Acknowledgements.** Section 17(b) of the Development Agreement is hereby deleted.



IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINGSTOP FRANCHISING LLC  
MARYLAND AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure law and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Company”) and \_\_\_\_\_ (“Franchisee”) hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. **Financial Assurance.** The following language is added to the end of Section 3 of the Franchise Agreement:

Based upon Company’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, Company has secured a surety bond in the amount of \$200,000 from Hartford Fire Insurance Company. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202.

2. **Releases.** The following language is added to the end of Sections 11(b), 11(e), 13(b)(13), 13(d)(4), and 13(f)(2) of the Franchise Agreement:

However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Insolvency.** The following language is added to the end of Section 16(c)(6) of the Franchise Agreement:

This Section may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but Company will enforce it to the extent enforceable.

4. **Governing Law.** The following language is added to the end of Section 24(a) of the Franchise Agreement:

However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Jurisdiction.** The following language is added to the end of Section 24(c) of the Franchise Agreement:

Notwithstanding the foregoing, Franchisee may, subject to its arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Limitation of Claims.** The following language is added to the end of Section 26(f) of the Franchise Agreement:

However, Franchisee must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three (3) years after Company grants Franchisee the franchise.

7. **Franchisee’s Acknowledgments.** Sections 27(g) through 27(j) of the Franchise Agreement are hereby deleted.

8. **Acknowledgments.** The following is added as a new Section 28 of the Franchise Agreement:

**28. ACKNOWLEDGMENTS**

All representations requiring Franchisee to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINGSTOP FRANCHISING LLC  
MINNESOTA AMENDMENT TO DEVELOPMENT AGREEMENT**

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchises Act and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Wingstop”) and \_\_\_\_\_ (“you”) hereby amend the Development Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. Any release of claims or acknowledgment of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Minnesota Franchises Act or a rule or order promulgated thereunder will be void with respect to claims arising under the Minnesota Franchises Act.

2. Sec. 80C.21 of the Minnesota Franchises Act and Minn. Rule 2860.4400J prohibit Wingstop from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement will, or is intended to, abrogate or reduce any of your rights as provided for in the Minnesota Franchises Act or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

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

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Wingstop reserves the right to challenge the enforceability of the state law.

5. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINGSTOP FRANCHISING LLC**  
**MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchises Act and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Wingstop”) and \_\_\_\_\_ (“you”) hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. The Minnesota Department of Commerce requires that Wingstop indemnify you against liability to third parties for infringement resulting from your use of the trademarks licensed under the Agreement. Section 12 of the Agreement describes the circumstances under which Wingstop will indemnify you against third party liability for trademark infringement. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in Section 12 of the Agreement.

2. Sec. 80C.14, Subd. 4 of the Minnesota Franchises Act requires, except in certain specified instances, that Wingstop give you written notice of its intention not to renew the franchise 180 days before the franchise expires. Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

3. Sec. 80C.14, Subd. 3 of the Minnesota Franchises Act requires, except in certain specified instances, that Wingstop give you ninety (90) days' notice of termination (with sixty (60) days to cure). Requirements imposed under the Minnesota Franchises Act will supersede inconsistent provisions contained in the Agreement.

4. Any release of claims or acknowledgment of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation, or action that would violate the Minnesota Franchises Act or a rule or order promulgated thereunder will be void with respect to claims arising under the Minnesota Franchises Act.

5. Sec. 80C.21 of the Minnesota Franchises Act and Minn. Rule 2860.4400J prohibit Wingstop from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement will, or is intended to, abrogate or reduce any of your rights as provided for in the Minnesota Franchises Act or your rights to any procedure, forum, or remedies provided for by the laws of the Minnesota.

6. Section 18 of the Agreement (pertaining to liquidated damages) is hereby deleted to the extent required by the Minnesota Franchises Act.

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

8. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Wingstop reserves the right to challenge the enforceability of the state law.

9. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WINGSTOP FRANCHISING LLC  
NORTH DAKOTA AMENDMENT TO DEVELOPMENT AGREEMENT**

For purposes of complying with the requirements of North Dakota law, including the North Dakota Franchise Investment Law and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Company”) and \_\_\_\_\_ (“Developer”) hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. **Releases.** Section 10(c)(iii) of the Development Agreement is amended by adding the following:

; provided, however, that such general release will not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

2. **Covenant Against Competition.** Section 14 of the Development Agreement is amended by adding the following language:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Developer acknowledges and agrees that Company intends to seek enforcement of these provisions to the extent enforceable under the law.

3. **Law Governing; Arbitration of Disputes.** The following language is added to the end of Section 15 of the Development Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement. To the extent required by applicable law, but subject to Developer's arbitration obligations, Developer may bring an action in North Dakota. In addition, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which Company and Developer agree.

4. **Waiver of Jury Trial.** If and then only to the extent required by the North Dakota Franchise Investment Law, the last sentence of Section 16(f) of the Development Agreement is deleted.

5. **Limitation of Claims.** Section 16(g) of the Development Agreement is amended by adding the following language:

The time limitations set forth in this Section might be modified by the North Dakota Franchise Investment Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**WINGSTOP FRANCHISING LLC  
NORTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of North Dakota law, including the North Dakota Franchise Investment Law and the rules and regulations promulgated thereunder, Wingstop Franchising LLC (“Company”) and \_\_\_\_\_ (“Franchisee”) hereby amend the Franchise Agreement between them dated \_\_\_\_\_ (the “Agreement”) as follows:

1. **Releases.** Sections 11(b), 11(e), 13(b)(13), 13(d)(4), and 13(f)(2) of the Franchise Agreement are amended by adding the following:

Provided, however, that any general release will not apply to the extent prohibited by law with respect to claims arising under the North Dakota Franchise Investment Law.

2. **Liquidated Damages.** Section 18 of the Franchise Agreement is amended by adding the following language:

Company and Franchisee acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law; however, they agree to enforce the provision to the extent the law allows.

3. **Covenant Against Competition.** Section 19 of the Franchise Agreement is amended by adding the following language:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Franchisee acknowledges and agrees that Company intends to seek enforcement of these provisions to the extent enforceable under the law.

4. **Law Governing; Dispute Resolution.** The following language is added to the end of Section 24 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement. To the extent required by applicable law, but subject to Franchisee's arbitration obligations, Franchisee may bring an action in North Dakota. In addition, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which Company and Franchisee agree.

5. **Waiver of Jury Trial.** If and then only to the extent required by the North Dakota Franchise Investment Law, the last sentence of Section 26(e) of the Franchise Agreement is deleted.

6. **Limitation of Claims.** Section 23(f) of the Franchise Agreement is amended by adding the following language:

The time limitations set forth in this Subsection might be modified by the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment and have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on \_\_\_\_\_, 20\_\_.

**WINGSTOP FRANCHISING LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARYLAND SURETY BOND**

STATE OF MARYLAND  
SECURITIES DIVISION  
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

Wingstop Franchising LLC  
(Name of Franchisor)

a Delaware limited liability company  
(Description or form of business organization, including State of Incorporation), with business offices at

15505 Wright Brothers Drive, Addison, TX 75001  
(Address)

as Principal, and Hartford Fire Insurance Company a corporation duly organized  
(Name of Surety)

under the laws of the State of Connecticut and authorized to do  
business in the State of Maryland, as Surety, are hereby held and firmly bound to the State of Maryland, in the sum  
of Two Hundred

Thousand Dollars (\$ 200,000.00). For the payment of this sum, Principal and Surety bind themselves, their  
representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as  
required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation  
Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a  
condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.
2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.
3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.
4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.
5. This bond shall become effective at 12:00 am on August 13, 2021  
(time of day) (date)

It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

Hartford Fire Insurance Company  
(Name of Surety)

Wingstop Franchising LLC  
(Name of Franchisor)

By: Mary Y. Volmar  
(Signature of Attorney in Fact)  
Mary Y. Volmar, Attorney-in-Fact

By: [Signature]  
(Signature of Officer, Partner, or Sole Proprietor)

Approved as to form:

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date

**INSTRUCTIONS:**

- 1. This side is to be completed by a notary public for both the Principal and the Surety.
- 2. Please attach the Power of Attorney and Certified Copy of the Corporate Resolution for the Surety listed herein.

STATE OF Texas )  
 COUNTY OF Tarrant ) ss.

**ACKNOWLEDGMENT OF PRINCIPAL**

**(INDIVIDUAL PROPRIETORSHIP)**

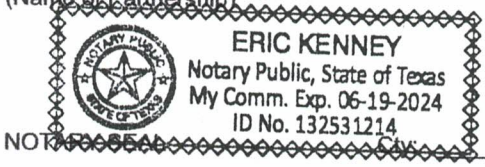
The foregoing instrument was acknowledged before me this 21st day of August, 2021  
 by Albert McGrath  
 (Name of Person Acknowledged)

**(CORPORATION)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by Albert McGrath, Authorized Officer  
 (Name of Corporation President) President of  
Wingstop Franchising LLC, a Delaware LLC  
 (Name of Corporation) (State of Incorporation)  
 corporation, on behalf of the corporation. limited liability company formation

**(PARTNERSHIP)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_, a partner on behalf of  
 (Name of Acknowledging Partner)  
 \_\_\_\_\_, a partnership.  
 (Name of Partnership)



Eric Kenney  
 Notary Public  
 Comm. Exp: 6-19-2024

STATE OF Tennessee )  
 COUNTY OF Knox ) ss.

**ACKNOWLEDGMENT OF SURETY**

The foregoing instrument was acknowledged before me this 13th day of August, 2021  
 by MARY VOLMAR, Attorney-in-Fact  
 (Name and Title of Officer or Agent)  
 of Hartford Fire Insurance Company  
 (Name of Corporation Acknowledging)  
 a Connecticut corporation, on behalf of the corporation.  
 (State of Incorporation)

Lori A. Wright  
 Notary Public Lori A. Wright

**NOTARY SEAL**

Cty: Knoxville, TN Comm. Exp: 8/29/23





# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA INC  
Agency Code: 20-246454

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Mary Y. Volmar

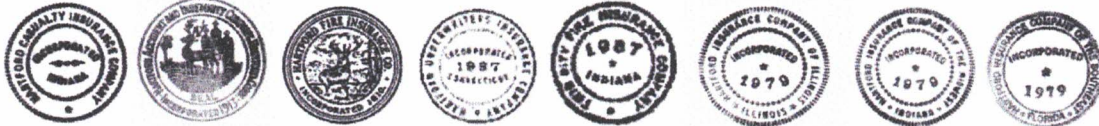
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 20BSBIS4318

Naming Wingstop Franchising LLC as Principal,  
and State of Maryland - Securities Division as Oblige,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 9, 2021.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



**EXHIBIT I**

**FRANCHISEE REPRESENTATIONS**

**(This Franchisee Representations document will not be used if the franchise is to be operated in, or you are a resident of, California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)**

Exhibit I-1

**WINGSTOP FRANCHISING LLC**  
**FRANCHISEE REPRESENTATIONS**

**DO NOT SIGN THIS FRANCHISE DISCLOSURE QUESTIONNAIRE IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

**Important Instructions:** Wingstop Franchising LLC (“we,” “us,” or “our”) and you are ready to sign a Development Agreement or a Franchise Agreement for the development and operation of a WINGSTOP® Restaurant (the “Restaurant”) and, if the Development Agreement permits, potentially multiple WINGSTOP® Restaurants. This document’s purpose is to determine whether any statements or promises were made to you that we have not authorized, that do not appear in or are inconsistent with our franchise documents, and that may be untrue, inaccurate, or misleading. We also want to be sure you understand certain terms of the agreements you will sign and their ramifications. Please review each of the following statements carefully and do not sign this document if it contains anything you think might be untrue. If you sign this document, you are confirming that what it says is true. In addition, if you sign it, we will take actions in reliance on the truth of what it says.

Name of Prospective Franchisee: \_\_\_\_\_  
(the “Franchisee”)

Each of the undersigned represents that all of the following statements are true:

1. Each of the undersigned has conducted his, her, or its own independent investigation of us and our corporate structure, the System (as that term is used in our Development Agreement and Franchise Agreement), the risks, burdens, and nature of the business Franchisee will conduct under the Franchise Agreement, the Restaurant, the shopping center or other location for the Restaurant (if already selected), and the Restaurant’s market area.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

2. Each of the undersigned understands that the business Franchisee will conduct under the Franchise Agreement involves risk and that any success or failure will be substantially influenced by Franchisee’s ability and efforts, the viability of the Restaurant’s location, competition from other restaurants, interest rates, inflation, labor, food, and supply costs, lease terms, and other economic and business factors.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

3. Each of the undersigned understands that we and our predecessor previously entered into development agreements and franchise agreements with provisions different from the provisions of Franchisee’s Development Agreement and Franchise Agreement, and in the future we may enter into development agreements and franchise agreements with provisions



different from the provisions of Franchisee’s Development Agreement and Franchise Agreement.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

4. If we unilaterally made material changes in Franchisee’s final, ready-to-be signed copies of the Development Agreement, Franchise Agreement and/or related documents (other than as a result of our negotiations with Franchisee), Franchisee has had possession of those documents for at least seven (7) calendar days before signing them and has had ample opportunity to consult with his, her, or its attorneys, accountants, and other advisors concerning those documents.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

5. Franchisee has received a franchise disclosure document (“FDD”) as required by law at least 14 calendar days before either signing the Development Agreement or Franchise Agreement or paying any consideration to us or an affiliate in connection with this franchise opportunity and has had ample opportunity to consult with his, her, or its attorneys, accountants, and other advisors concerning the FDD.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

6. Except as provided in our FDD, we and our representatives have made no representation, warranty, promise, guaranty, prediction, projection, or other statement, and given no information, as to the future, past, likely, or possible income, sales volume, or profitability, expected or otherwise, of the Restaurant or any other business, except: (None, unless something is filled in here or provided on additional sheets)

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**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

7. Each of the undersigned understands that:

7.1 Except as provided within the FDD, we do not authorize our officers or other representatives to furnish any oral or written representation, warranty, promise, guaranty, prediction, projection, or other statement or information concerning actual or potential income, sales volume, or profitability, either generally or of any WINGSTOP® Restaurant.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

7.2 Actual results vary from unit to unit and from time period to time period, and we cannot estimate, project, or predict the results of any particular WINGSTOP® Restaurant.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

7.3 We have specifically instructed our officers and other representatives that, except as provided in our FDD, they are not permitted to make any representation, warranty, promise, guaranty, prediction, projection, or other statement or give other information as to income, sales volume, or profitability, either generally or with respect to any particular WINGSTOP® Restaurant.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

7.4 If any unauthorized representation, warranty, promise, guaranty, prediction, projection, or other statement or information is made or given, the undersigned should not (and will not) rely on it.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

8. Before signing the Development Agreement, Franchise Agreement, and/or any related documents, the undersigned Franchisee has had ample opportunity: (A) to discuss the Development Agreement, the Franchise Agreement, any related document, and the business Franchisee will conduct with his, her, or its own attorneys, accountants, and real estate and other advisors; (B) to contact our existing franchisees; and (C) to investigate all statements and information made or given by us and our officers and other representatives relating to the System, the Restaurant, and any other subject.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

9. Each of the undersigned understands that the Franchise Agreement licenses certain rights for one, and only one, Restaurant, located only at the location specified (or to be specified) in the Franchise Agreement, and that, except as may be provided in the Franchise Agreement or a signed Development Agreement with us, no “exclusive,” “expansion,” “protected,” “non-encroachable,” or other territorial rights, rights of first refusal, or rights of any other kind are granted or have been promised concerning the shopping center or other structure in which the Restaurant is located, the contiguous or any other market area of the Restaurant, or any other existing or potential WINGSTOP® Restaurant or geographic territory.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

10. Each of the undersigned understands that the Development Agreement and Franchise Agreement (including any riders and exhibits) constitute the entire agreements between the parties and supersede all prior and contemporaneous oral or written agreements, statements, representations (except for those in the FDD), or understandings of us, the undersigned, and Franchisee.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

11. Each of the undersigned understands that only things stated or promised by us in the Development Agreement, Franchise Agreement, or FDD can be relied upon by the

undersigned or Franchisee. The undersigned and Franchisee cannot rely on anything not specifically set forth in those documents.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

12. Each of the undersigned has confirmed that no person speaking on our behalf has made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that will be furnished to Franchisee that is contrary to, or different from, the information contained in the FDD, the Development Agreement, and the Franchise Agreement.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

13. Each of the undersigned understands that we may sell or transfer our assets, our trademarks, or the WINGSTOP® System outright to a third party; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, a recapitalization, a leveraged buy-out, or another economic or financial restructuring.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

14. The only state(s) in which each of the undersigned is a resident is (are): \_\_\_\_\_.

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**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

15. Each of the undersigned understands the importance of the Restaurant's location. The undersigned and Franchisee have had, or will have, ample opportunity and the means to investigate, review, and analyze independently the Restaurant's location, the shopping center or other building in which it is contained, the market area and all other facts relevant to the selection of a site for a WINGSTOP® Restaurant, and the lease documents for such location.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

16. Each of the undersigned understands that our and our representatives' acceptance or selection of a location, or negotiation or acceptance of a lease, does not imply or constitute any warranty, representation, guarantee, prediction, or projection that the location will be profitable or successful or that the lease is on favorable terms, its often being the case that leases are available only on very tough terms.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

17. Each of the undersigned understands that site selection is a difficult and risky proposition. We and our representatives have not given (and will not give) any representation, warranty, promise, guaranty, prediction, projection, or other statement or information relied upon by the undersigned or Franchisee regarding a location's prospects for success, nearby tenants or other attributes, or the form or contents of any lease. Franchisee will have any lease reviewed by his, her, or its own attorney and other advisors.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

18. The covenants and restrictions concerning competition contained in the Development Agreement and Franchise Agreement are fair and reasonable and will not impose an undue hardship on the undersigned or Franchisee. Each of them has other considerable skills, abilities, opportunities, and experience in other matters and of a general nature that enable each of them to derive income that is satisfactory to them from other endeavors.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

19. There is no fiduciary or confidential relationship between us (or our affiliates) and the undersigned or between us (or our affiliates) and Franchisee. Each of the undersigned expects us (and our affiliates) to deal, and will act as if we (and our affiliates) are dealing, with him, her, or it at arm's length and in our (and our affiliates') own best interests.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

20. We have advised the undersigned and Franchisee to consult with their own advisors on the legal, financial, and other aspects of the Development Agreement, the Franchise Agreement, this document, the Restaurant, any lease or sublease for the premises, and the business contemplated. Each of the undersigned has either consulted with such advisors or deliberately declined to do so.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

21. Neither we nor our representatives have provided the undersigned or Franchisee with services or advice that is legal, accounting, or other professional services or advice.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

22. The statements made in this document supplement and are cumulative to statements, warranties, and representations made in other documents, such as the Development Agreement and Franchise Agreement. The statements made in this document, the Development Agreement, and the Franchise Agreement are made separately and independently. They are not intended to be, and will not be, construed as modifying or limiting each other.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

23. Each of the undersigned understands that, in the franchise relationship, we and Franchisee will be independent contractors. Nothing is intended to make either Franchisee or us (or our affiliates) a general or special agent, joint venturer, partner, or employee of the other for any purpose. We (and our affiliates) will not exercise direct or indirect control over the Restaurant's personnel except to the extent any indirect control is related to our legitimate interest in protecting the quality of products, service, or the WINGSTOP® brand. We (and our affiliates) will not share or codetermine the terms and conditions of employment of the Restaurant's employees or affect matters relating to the employment relationship between Franchisee and the Restaurant's employees, such as employee selection, training, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. We (and our affiliates) will not be the employer or joint employer of the Restaurant's employees. The Franchisee understands its

obligation to obtain an acknowledgment (in the form we specify or approve) from all Restaurant employees that we (and our affiliates) are not their employer.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

24. Each of the undersigned understands and agrees that all arbitration proceedings, including the hearing, will be conducted at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

25. The President of the United States of America has issued Executive Order 13224 (the “Executive Order”) prohibiting transactions with terrorists and terrorist organizations, and the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the “Anti-Terrorism Measures”). We therefore require certain certifications that the parties with whom we deal are not directly or indirectly involved in terrorism. For that reason, the undersigned and Franchisee hereby certify that neither they nor any of their employees, agents, or representatives, nor any other person or entity associated with Franchisee, is: (a) a person or entity listed in the Annex to the Executive Order; (b) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism; (c) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (d) owned or controlled by terrorists or sponsors of terrorism. The undersigned and Franchisee further covenant that neither they nor any of their employees, agents, or representatives, nor any other person or entity associated with them, will during the term of the Development Agreement and Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

**\*Insert initials into the following blank to confirm this statement: \_\_\_\_**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	March 28, 2024 (Exempt)
Hawaii	[Pending]
Illinois	March 28, 2024 (Exempt)
Indiana	March 28, 2024 (Exempt)
Maryland	[Pending] (Exempt)
Michigan	March 28, 2024
Minnesota	[Pending]
New York	March 28, 2024 (Exempt)
North Dakota	[Pending] (Exempt)
Rhode Island	[Pending] (Exempt)
South Dakota	March 28, 2024
Virginia	[Pending] (Exempt)
Washington	[Pending] (Exempt)
Wisconsin	March 28, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT**

*(Keep this copy for your records)*

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 Wingstop Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Wingstop 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 law 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 E.

The franchisor is Wingstop Franchising LLC located at 15505 Wright Brothers Drive, Addison, Texas 75001. Its telephone number is (972) 686-6500. The franchise seller for this offering is John Pugh at Wingstop Restaurants Inc., 15505 Wright Brothers Drive, Addison, Texas 75001, (972) 686-6500.

Issuance Date: March 28, 2024

We authorize the respective state agencies identified on Exhibit E to receive service of process for us in the particular states. I received a disclosure document from Wingstop Franchising LLC dated March 28, 2024, that included the following Exhibits:

- A. Financial Statements
- B. Development Agreement
- C. Franchise Agreement
- D. Table Of Contents Of Operations Manual
- E. List Of State Agencies / Agents For Service Of Process
- F. Directory Of Franchisees and Franchisees Departing System
- G. Renewal Riders to Franchise Agreement
- H. State Addenda and Development Agreement/Franchise Agreement Riders
- I. Franchisee Representations

**Prospective Franchisee:**

**Prospective Franchisee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

**RECEIPT**

*(Sign upon receipt and return to us)*

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 Wingstop Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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**Prospective Franchisee:**

**Prospective Franchisee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Street Address

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Street Address

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City State Zip

\_\_\_\_\_  
City State Zip