FRANCHISE DISCLOSURE DOCUMENT

Chick-fil-A, Inc.

A Georgia Corporation 5200 Buffington Road Atlanta, Georgia 30349 (404) 765-8000 www.chick-fil-a.com



The Licensee will use a distinctive system for marketing, preparing and selling, directly or through third-party operators, Chick-fil-A brand products, including a boneless breast of chicken sandwich, from authorized custom facades, counter areas or other retail facilities.

The total investment necessary to begin operation of a Chick-fil-A Licensed Unit is from \$585,500 to \$3,337,000. You are not charged an initial license payment or fee by Chick-fil-A, Inc. or any affiliate in order to obtain a Chick-fil-A license.

This Disclosure Document summarizes certain provisions of your license 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 license sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sales Development, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998 and (404) 765-8000.

The terms of your contract will govern your license 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 oran accountant.

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

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

Issued: March 31, 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
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "E" or Exhibit "F".
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit "C" includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Chick-fil-A business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Chick-fil-A franchisee?	Item 20 or Exhibit "E" or Exhibit "F" lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

<u>Continuing responsibility to pay fees</u>. 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.

<u>Supplier restrictions</u>. 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.

<u>Operating restrictions</u>. 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.

<u>Competition from franchisor</u>. 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 "A".

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. <u>Out-of-State Dispute Resolution</u>. The license agreement requires you to resolve disputes with the franchisor by litigation only in Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Georgia 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.

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT "G."

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Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Chick-fil-A, Inc. ("we," "us" or "Chick-fil-A"). The person who is granted a license and becomes a Chick-fil-A Licensee is referred to as "you" or "Licensee" throughout this Disclosure Document.

<u>Chick-fil-A, Inc. and Affiliates</u>: We are a Georgia corporation formed on March 23, 1964, and we use the trade name Chick-fil-A. We do not do business under any other name. Chick-fil-A's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Chick-fil-A currently has no parents or predecessors required to be included in this Item.

Chick-fil-A Supply, LLC ("CFA Supply") is our affiliate. CFA Supply is a Georgia limited liability company formed on November 13, 2018 under the name CFA D2Services, LLC. The name of the company was changed to Chick-fil-A Supply, LLC on April 16, 2019. The principal business address for CFA Supply is 5200 Buffington Road, Atlanta, GA 30349-2998. CFA Supply is an approved distributor to carry food products, ingredients, and supplies to licensed, franchised, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply purchases proprietary products from Chick-fil-A, our affiliate Bay Center described in the following paragraph, and other suppliers and resells and delivers them to Chick-fil-A's licensees, franchisees, and company and affiliate owned Chick-fil-A Restaurants in geographic areas where it operates. CFA Supply may be the only approved primary distributor serving the geographic area where it operates. CFA Supply began operations in July 2019.

Bay Center Foods, LLC ("Bay Center") is our affiliate. Bay Center is a Georgia limited liability company_formed on December 14, 2018 under the name Bay Center, LLC. The name of the company was changed to Bay Center Foods, LLC on January 4, 2019. Bay Center's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce our proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020.

Chick-fil-A Canada ULC ("CFA Canada") is our affiliate. CFA Canada is a British Columbia unlimited liability company incorporated on September 19, 2017. CFA Canada's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Canada offers, in Canada only, franchises and licenses for the development of a system of retail quick-service restaurants in Canada under the trademark "Chick-fil-A" specializing in a boneless breast of chicken sandwich. CFA Canada offers its franchises and licenses under separate Canadian Disclosure Documents. CFA Canada may also operate various Chick-fil-A and other restaurants itself from time to time in Canada in the future directly or through its affiliates and subsidiaries. CFA Canada began operations in May 2019.

Chick-fil-A (PR) LLC ("CFA Puerto Rico") is our affiliate. CFA Puerto Rico is a Puerto Rico limited liability company formed on August 26, 2020. CFA Puerto Rico's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Puerto Rico offers franchises and licenses for the development of a system of retail quick-service restaurants only in Puerto Rico under the trademark "Chick-fil-A" specializing in a boneless breast of chicken sandwich. CFA Puerto Rico offers its franchises and licenses under separate Puerto Rico Disclosure Documents. CFA Puerto Rico may also operate various Chick-fil-A and other restaurants itself from time to time in Puerto Rico in the future directly or through its affiliates and subsidiaries. CFA Puerto Rico began operations in July 2021.

CFA Servco, Inc. ("CFA Servco") is our affiliate. CFA Servco is a Virginia corporation formed on January 1, 2016. CFA Servco was originally formed June 29, 2004 as a Colorado corporation, converted to a Florida corporation effective December 31, 2012 and converted to a Virginia corporation effective January 1, 2016. CFA Servco's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Servco administers a gift card program for Chick-fil-A company-owned restaurants, franchised Chick-fil-A Restaurants and Chick-fil-A Licensed Units. CFA Servco may be the only approved supplier of gift card services for the geographic area where it operates. CFA Servco began operations in 2004.

<u>Chick-fil-A, Inc.'s Agents for Service of Process</u>. A list of our agents for service of process in various states is contained in Exhibit "A" to this Disclosure Document.

Chick-fil-A's Business: Chick-fil-A's principal business is the development of a system of retail quick-service restaurants specializing in a boneless breast of chicken sandwich. Most of these restaurants are operated by franchised operators who are independent contractors. Chick-fil-A franchised operators (which include individuals and business entities) are sometimes referred to in this Disclosure Document as "Operators". Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future directly or through its affiliates and subsidiaries. Chick-fil-A also has granted licenses to Chick-fil-A licensees ("Licensees") and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations ("Licensed Sites") to sell Chick-fil-A brand products at these locations ("Licensed Units"). The limited-menu, quick-service restaurants operated by Chick-fil-A, its affiliates and subsidiaries, its franchised Operators and its Licensees are sometimes referred to in this Disclosure Document as "Chick-fil-A Restaurants."

Franchised Operator and company and affiliate owned Chick-fil-A Restaurants are established in free-standing locations ("free-standing units") as well as in non-free-standing locations, including mall and in-line units (sometimes referred to collectively as "mall units"), locations which are drive through only ("drive-thru only units") and non-traditional locations where Chick-fil-A has direct access to the owners or managers of the location premises and can conduct a restaurant business or concession without the need to utilize Licensees or prospective Licensees ("Captive Venue units"). Mall units are generally located in shopping malls and shopping centers. In-line units are generally located in shopping centers, office buildings and downtown areas. As its name implies, a drive-thru only unit does not provide eat-in, dining room service. Captive Venue units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Captive Venue units may feature and serve only a limited number of menu items, and may be seasonal or open limited hours. Chick- fil-A offers its franchises to prospective Operators under a different Disclosure Document.

This Disclosure Document addresses and concerns the offering of a license to a prospective Chick-fil-A Licensee. As set forth above, the person who becomes a Chick-fil-A Licensee will be referred to as "you" or "Licensee" throughout this Disclosure Document.

Most Licensees commence operating new Chick-fil-A Licensed Units. Chick-fil-A seeks prospective Licensees on a continuing basis and offers some of them the right to become Licensees depending on their qualifications, and the availability of a suitable Licensed Site or the suitability of the Licenseed Site proposed by the Licensee.

<u>The Chick-fil-A</u>®<u>Licensed Unit</u>: A Chick-fil-A Restaurant is a limited-menu, quick-service restaurant with its primary product being a boneless breast of chicken sandwich known as a Chick-fil-A® Chicken Sandwich. In addition to the Chick-fil-A® Chicken Sandwich, menu items at a Chick-fil-A

Restaurant include the Chick-fil-A® Spicy Chicken Sandwich, Chick-fil-A® Grilled Chicken Sandwich, Chick-fil-A® Nuggets, Chick-fil-A Chick-n-Strips® Cool Wrap®, Chick-fil-A Waffle Potato Fries®, salads and soft drinks, as well as hand-spun milkshakes, Chick-fil-A® Lemonade and a variety of breakfast items, including our Chick-fil-A® Chicken Biscuit, Egg White Grill, Hash Brown Scramble Burrito, Chick-n-Minis®, and berry parfait items.

Chick-fil-A's relationship with its Licensees is governed and defined by a written license agreement which is referred to in this Disclosure Document as a "License Agreement". Chick-fil-A Licensed Units are established in existing facilities such as cafeterias and food courts or operated from custom facades, counter areas or other retail facilities located in Licensed Sites to which you have access or control. You may own a Licensed Site, or lease a Licensed Site from a third party, and operate the Chick-fil-A Licensed Unit directly ("Self-Operators"). Alternatively, you may provide food service at a Licensed Site through a contractual arrangement with the owner or lessee (a "Third Party") of the Chick-fil-A Licensed Unit as part of providing such food service to the Third Party at the Licensed Site ("Food Service Providers"). If you act as a Food Service Provider, you may utilize persons in the operation of the Chick-fil-A Licensed Unit who are employees of the Third Party. In such instances, you will be subject to certain additional requirements under the License Agreement for Food Service Providers to which Self-Operators are not subject. Other than these additional requirements for Food Service Providers, which are discussed in this Disclosure Document, the terms of the License Agreement signed by Food Service Providers and the terms of the License Agreement signed by Self-Operators are the same. Both the License Agreement for Self-Operators and the License Agreement for Food Service Providers are attached to this Disclosure Document as Exhibits "B-1" and "B-2," respectively. Unless otherwise noted in this Disclosure Document, the term "License Agreement" includes both of these versions of the License Agreement and the term "you" includes both Self-Operator Licensees and Food Service Provider Licensees.

In order to become a Licensee, you will be required to sign a License Agreement (Exhibits "B-1" and "B-2") and agree to operate your Chick-fil-A Licensed Unit in full compliance with Chick-fil-A's standards and specifications. You will initially be licensed to operate a single Chick-fil-A Licensed Unit. Once you begin operating your Chick-fil-A Licensed Unit, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Licensed Units at the same or a different Licensed Site. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Licensed Unit and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Licensed Unit. The terms and conditions for operating any additional Chick-fil-A Licensed Unit offered to you by Chick-fil-A after your first Chick-fil-A Licensed Unit, if any, will be governed by your License Agreement or, alternatively as a condition of Chick-fil-A's approval, a new, separate, then-current form of License Agreement for each such additional Chick-fil-A Licensed Unit, and the payment of an initial license fee for each such additional Chick-fil-A Licensed Unit, if Chick-fil-A generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

Although Chick-fil-A, its franchised Operators and its Licensees market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is developing in other parts of the United States. As a general matter, sales of Chick-fil-A brand products are not seasonal. However, you may experience higher or lower sales during certain seasons of the year depending on the nature of the business or other activities conducted at the Licensed Site at which your Chick-fil-A Licensed Unit is located.

<u>Applicable Laws and Regulations</u>. Your Chick-fil-A Licensed Unit will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, public health laws, tax laws

and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, privacy laws, regulations, and industry standards, business licensing requirements, immigration and homeland security laws, restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your Chick-fil-A Licensed Unit may be subject to additional laws, rules and regulations regulating the storage, preparation, packaging, labeling and sale of food and beverages to the public, food safety, refuse and sanitation standards and procedures for waste materials and packaging, nutritional claims or other types of advertising, menu or product labeling or information, and the use or maintenance of equipment involved in the preparation of frozen drinks and other products. You must ensure that your computerized point-of-sale systems (the "POS Systems") and your credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry Data Security Standards ("PCI-DSS"). You also must comply with all applicable federal and state laws and regulations relating to the collection, use, and security of personal information and comply with any privacy policies or data protection and breach response policies we periodically may establish. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your Chick-fil-A Licensed Unit, and to obtain and comply with all licenses and licensing requirements necessary for your Chick-fil-A Licensed Unit to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

<u>Competition</u>. You will compete with other quick-service restaurants located near your Chick-fil-A Licensed Unit, including possibly other Chick-fil-A Restaurants (including other Licensed Units) located in or marketing in the geographic vicinity of your Chick-fil-A Licensed Unit, as well as any other quick-service restaurants or other food service operations located at the Licensed Site at which your Chick-fil-A Licensed Unit is established. Primary competition for Licensed Units is from franchised and other food service operations located at the Licensed Site in which your Chick-fil-A Licensed Unit may be located. In some cases, competition may also arise from other restaurants and food service operations located outside of the immediate premises of your Licensed Site. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent or institutional restaurant locations.

<u>Prior Business Experience:</u> S. Truett Cathy, the Founder of Chick-fil-A, opened his first restaurant, the Dwarf Grill, in Hapeville, Georgia, in April 1946. The first Chick-fil-A Restaurant in a shopping mall opened for business on November 24, 1967, and the first free-standing Chick-fil-A Restaurant opened for business on April 16, 1986. Chick-fil-A has owned and operated Chick-fil-A Restaurants similar to the type of Chick-fil-A Licensed Unit to be operated by you as a Licensee, since 1992.

The first Chick-fil-A Restaurant opened in a mall location was also the first Chick-fil-A Restaurant operated by an Operator. Chick-fil-A commenced offering prospective restaurant Operators the opportunity to become Operators pursuant to a Disclosure Document on February 10, 1987. Chick-fil-A commenced offering prospective Licensees, who have access to locations such as schools, workplaces, universities and airports, the opportunity to become Licensees pursuant to a Disclosure Document on May 4, 1992. Franchises are offered to Operators under a separate disclosure document and not under this Disclosure Document. Chick-fil-A has never offered a franchise in any other line of business. (See Item 20 for further information on numbers and locations of franchised Chick-fil-A Operator Restaurants, Licensed Units and Company-operated Restaurants.)

CFA Supply has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. CFA Supply has never offered or sold franchises or licenses for Chick-fil-A Restaurants or in any other line of business.

Bay Center has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. Bay Center has never offered or sold franchises or licenses for Chick-fil-A Restaurants or in any other line of business.

CFA Canada has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. CFA Canada has been offering franchises for Chick-fil-A Restaurants in Canada since May 2019. CFA Canada has never offered or sold franchises or licenses in any other line of business.

CFA Puerto Rico has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. CFA Puerto Rico has been offering franchises for Chick-fil-A Restaurants in Puerto Rico since July 2021. CFA Puerto Rico has never offered or sold franchises or licenses in any other line of business.

CFA Servco has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Servco has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

Item 2

BUSINESS EXPERIENCE

Chair of the Board and Officer VP, Executive Office – Dan T. Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 1979, and Chair of the Board since November 2013. Mr. Cathy has served as Officer VP, Executive Office since November 2021. From November 2013 until November 2021, Mr. Cathy served as Chief Executive Officer of Chick-fil-A, and Assistant Secretary from June 2001 until November 2021. From June 2001 through April 2016, Mr. Cathy served as President and Chief Operating Officer of Chick-fil-A. Mr. Cathy served as President of CFA Servco from June 2004 to November 2021, President of CFA Supply from November 2018 until November 2021, President of Bay Center from December 2018 to November 2021, President and Director of CFA Canada from September 2017 until November 2021, and President of CFA Puerto Rico from August 2020 to November 2021.

Director, Chief Executive Officer, President, and Assistant Secretary – Andrew T. Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 2022. Since November 2021, Mr. Cathy has served as Chief Executive Officer and Assistant Secretary of Chick-fil-A. In January 2024, he assumed the role of President of Chick-fil-A. From July 2019 through October 2021, he served as Executive Vice President, Operations. From January 2015 through June 2019, he served as Senior Vice President, People, and from November 2013 through December 2014, he served as Vice President, People. From January 2012 through October 2013, Mr. Cathy served as Director, Franchisee Selection. From January 2011 through December 2011, Mr. Cathy served as Management Consultant, Franchisee Selection. From July 2007 through December 2010, Mr. Cathy was a Franchisee Consultant. Since November 2021, Mr. Cathy has served as President of CFA Supply, Bay Center, CFA Servco, and CFA Puerto Rico. He has served as President and Director of CFA Canada since November 2021. Mr. Cathy served as Vice President of CFA Canada from September 2017 through October 2021, and Vice President of CFA Puerto Rico from August 2020 through October 2021.

Director, Executive Vice President, and Chairman of the Board, STC Brands, Inc. – Donald M. "Bubba" Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since February 2004. Mr. Cathy has served as Executive Vice President of Chick-fil-A since April 2012. From November 1994 through April 2012, he served as Senior Vice President of Chick-fil-A.

Director - Cheryl A. Bachelder

Ms. Bachelder has served as a member of the Board of Directors of Chick-fil-A since April 2019. She has served as a Board Member of US Foods, Inc. in Rosemont, Illinois since October 2018. Ms. Bachelder served as Interim Chief Executive Officer of Pier 1 Imports, Inc. in Fort Worth, Texas from December 2018 through November 2019 and served as a Director of that company from October 2012 until 2020. From November 2007 through March 2017 she served as Chief Executive Officer and a Director of Popeyes Louisiana Kitchen, Inc. in Miami, Florida.

<u>Director – Dale Jones</u>

Mr. Jones has served as a member of the Board of Directors of Chick-fil-A since January 2021. He has served as a Board Member of Trilith Studios in Atlanta, Georgia since January 2022 and Outset Medical in San Jose, California since May 2022. He has served as Chief Executive Officer of Magna Vista Partners in Atlanta, Georgia since July 2022. He served as Chief Executive Officer of Diversified Search Group in Washington, D.C. from October 2013 until

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June 2022, and as a Corporate Director of Northwestern Mutual in Milwaukee, Wisconsin from January 2005 to July 2022.

Director - Milford W. McGuirt

Mr. McGuirt has served as a member of the Board of Directors of Chick-fil-A since October 2021. He has served as an Independent Director of Oxford Industries, Inc. in Atlanta, Georgia since August 2020 and Independent Director of Science Applications International Corporation in Reston, Virginia since June 2021. Mr. McGuirt served as Independent Director of HD Supply in Atlanta, Georgia from June 2020 to December 2020 and Managing Partner of KPMG, LLP in Atlanta, Georgia from January 1986 until September 2019.

Director – James "J. D." Greear

Mr. Greear has served as a member of the Board of Directors of Chick-fil-A since January 2022 and as Lead Pastor of The Summit Church in Durham, North Carolina since March 2002.

Director – Kirk Perry

Mr. Perry has served as a member of the Board of Directors of Chick-fil-A since August 2022. He has served as President and Chief Executive Officer of Circana, Inc. in Chicago, Illinois since May 2021 and a Board Member of J.M. Smucker Company in Orville, Ohio since August 2017. Mr. Perry served as President of Google in Mountainview, California from December 2013 to May 2021. From August 2016 to November 2022, he served as a Board Member of e.l.f. Cosmetics in Oakland, California.

Executive Vice President and Chief Marketing Officer – Jonathan B. Bridges

Mr. Bridges has served as Executive Vice President of Chick-fil-A since July 2019. He has also served as Chief Marketing Officer since January 2015. From January 2015 through June 2019, he served as Senior Vice President, Marketing. From September 2012 through December 2014, Mr. Bridges served as Vice President, Customer Experience. From July 2009 through August 2012, he served as Vice President, Customer Service and Restaurant Concepts. From January 1998 through June 2009, Mr. Bridges served as Vice President, Information Technology and Chief Information Officer.

Executive Vice President and Chief International Officer - Anita E. Costello

Ms. Costello has served as Chief International Officer of Chick-fil-A since September 2022 and as Executive Vice President, International since July 2019. From July 2018 through June 2019, she served as Senior Vice President, Field Operations – Regions. From November 2016 through June 2018, she served as Vice President, Field Operations. From November 2013 through October 2016, Ms. Costello served as Director, Field Operations. From May 2008 through October 2013, she served as a Business Consultant. Ms. Costello has served as Vice President of CFA Canada since September 2019, as Vice President of CFA Puerto Rico since August 2020, as a Director of CFA Multinational Ventures (IE) Ltd. ("CFA Ireland") since October 2020, as a Director of Chick-fil-A (Asia) Pte. Ltd. ("CFA Asia") since October 2020, and as a Director of Chick-fil-A (UK) Limited ("CFA UK") since February 2022.

Executive Vice President and Chief Restaurant Development & Operations Officer – Susannah W. Frost

Ms. Frost has served as Chief Restaurant Development & Operations Officer of Chick-fil-A since September 2022 and as Executive Vice President, Operations since November 2021. Ms. Frost served as Executive Vice President, Restaurant Development from July 2019 through October 2021. From May 2016 through June 2019 she served as Vice President, Existing Restaurants. From November 2015 through April 2016, she served as Senior Director, Existing

Restaurants. From January 2014 through October 2015, she served as Senior Director, Real Estate Legal. From May 2010 through December 2013, she served as Director, Real Estate Legal.

Executive Vice President and Chief Digital Officer – Onome Okuma

Mr. Okuma has served as Executive Vice President and Chief Digital Officer of Chick-fil-A since July 2019. From October 2017 through June 2019, he served as Vice President, Customer Technology & Insights. From November 2014 through September 2017, Mr. Okuma served as Vice President, Customer Technology Solutions. From October 2012 through October 2014, Mr. Okuma served as Senior Director, Information Technology. Prior, Mr. Okuma served as Director, Information Technology from April 2009 through September 2012.

Executive Vice President, Chief Financial Officer, Treasurer, and Assistant Secretary – D. Brent Ragsdale

Mr. Ragsdale has served as Executive Vice President of Chick-fil-A since July 2019. He has served as Chief Financial Officer and Treasurer since January 2015, and as Assistant Secretary since November 2013. From January 2015 through June 2019, he served as Senior Vice President, Finance. From November 2013 through December 2014, Mr. Ragsdale served as Vice President, Finance and as Assistant Treasurer from December 2013 through December 2014. From January 2013 through October 2013, Mr. Ragsdale served as Vice President, Controller. From April 2011 through December 2012, he served as Vice President, Corporate Financial Services. From January 2006 through March 2011, Mr. Ragsdale served as Senior Director, Financial Consulting. He has been a Director of CFA UK since April 2011, as Secretary and Treasurer of CFA Supply since November 2018, as Secretary and Treasurer of CFA Canada since September 2017, as Secretary and Treasurer of Bay Center since December 2018, as Treasurer of CFA Servco since January 2020, and as Secretary and Treasurer of CFA Puerto Rico since August 2020.

Executive Vice President and Chief People Officer - Clifford T. Robinson

Mr. Robinson has served as Executive Vice President and Chief People Officer of Chick-fil-A since July 2019. From January 2015 through June 2019, he served as Senior Vice President, Operations. From January 2009 through December 2014, Mr. Robinson served as Vice President, Field Operations.

Executive Vice President, Chief Legal Officer, and Secretary – Lynette E. Smith

Ms. Smith has served as Executive Vice President and Secretary of Chick-fil-A since July 2019 and Chief Legal Officer since September 2022. She served as General Counsel from July 2019 through August 2022. From September 2017 through June 2019, she served as Vice President, Litigation, Franchising and Governance. From October 2014 through August 2017, Ms. Smith served as Senior Director, Corporate Legal. She served as Director, Corporate Legal from July 2013 through September 2014, and Senior Manager, Corporate Legal from June 2012 through June 2013.

Officer VP, Employment, Franchise and Litigation – W. Christopher Arbery

. Arbery has served as Officer VP, Employment, Franchise and Litigation at Chick-fil-A since July 2023. From June 2019 through June 2023, he served as Senior Director in the Legal Department. From April 2010 to June 2019, Mr. Arbery was a Partner at Hall, Arbery, Gilligan, Roberts & Shanlever LLP in Atlanta, Georgia.

Officer VP, Restaurant Financial Services & Transformation – Lindsey D. Barron

Ms. Barron has served as Officer VP, Restaurant Financial Services & Transformation at Chick-fil-A since November 2021. From August 2018 through October 2021, Ms. Barron served as Executive Director, Enterprise Analytics and from August 2016 to August 2018, she served as Senior Director, Business Insights.

Officer VP, Field Operations – Regions – Shane A. Benson

Mr. Benson has served as Officer VP, Field Operations – Regions of Chick-fil-A since July 2023Error! **Bookmark not defined.** From July 2019 through June 2023, he served as Senior Vice President, Field Operations –

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Regions. From September 2017 through June 2019, he served as Vice President, Operator Support and Organizational Planning. From November 2014 through August 2017, Mr. Benson served as Vice President, Customer Experience, and from November 2011 through October 2014, Mr. Benson served as Director, Field Operations. From July 2005 through October 2011, Mr. Benson served as Marketing Management Consultant.

Officer VP, Staff Technology Solutions – Keri A. Bilotti

Ms. Bilotti has served as Officer VP, Staff Technology Solutions at Chick-fil-A since July 2023. From December 2020 through June 2023, she served as Vice President, Learning & Development. From July 2018 to November 2020, she served as Executive Director, Restaurant Training. From January 2018 through June 2018, she served as Senior Director, Restaurant Training. From January 2016 through December 2017, Ms. Bilotti served as Director, Restaurant Training. From November 2014 through December 2015, she served as Manager, Operator Selection and Training. From July 2013 through October 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 through June 2013, she served as Consultant, Marketing Education.

Officer VP, Corporate Accounting & Finance and Assistant Treasurer – Janet J. Bridges

Ms. Bridges has served as Officer VP, Corporate Accounting & Finance at Chick-fil-A since July 2023, and Assistant Treasurer since November 2021. **Error! Bookmark not defined.** From September 2022 through June 2023, she served as Senior Vice President, Corporate Accounting & Finance. She served as Vice President, Corporate Accounting & Finance from November 2021 through August 2022. Ms. Bridges served as Vice President, Financial Solutions from April 2019 through October 2021. From November 2014 through March 2019, she served as Vice President, Treasury. From October 2012 through October 2014, Ms. Bridges served as Senior Director, Treasury. From January 2006 through September 2012, Ms. Bridges served as Director, Treasury.

Officer VP, Brand Strategy, Advertising & Media – Khalilah Cooper

Ms. Cooper has served as Officer VP, Brand Strategy, Advertising & Media at Chick-fil-A since November 2023. She served as Executive Director, Design from November 2021 through October 2023, and as Senior Director, Service & Hospitality from February 2020 through October 2021. From July 2018 through January 2020, she served as Director, Service & Hospitality and from January 2017 through June 2018, she served as Senior Manager, Service & Hospitality.

Officer VP, Benefits, Commercial Transactions, Governance & New Business Initiatives – Tina A. DeNapoli

Ms. DeNapoli has served as Officer VP, Benefits, Commercial Transactions, Governance & New Business Initiatives at Chick-fil-A since July 2023. She served as Executive Director, Corporate Legal from November 2020 through June 2023, and as Senior Director from August 2018 through October 2020. From June 2016 through July 2018, she served as Director, Corporate Legal.

Officer VP, Learning & Development – William J. Dunphy, Jr.

Mr. Dunphy has served as Officer VP, Learning & Development at Chick-fil-A since November 2023. He served as Officer VP, International Operations from July 2023 through October 2023. Error! Bookmark not defined. From July 2019 through June 2023, he served as Senior Vice President, International Operations. From July 2018 through June 2019, he served as Senior Vice President, People. From November 2016 through June 2018, he served as Vice President, People. From November 2013 through October 2016, Mr. Dunphy served as Vice President, Operator Selection and Training. From January 2006 through October 2013, Mr. Dunphy served as Director, Field Operations. From December 2000 through December 2005, he served as Director, Financial Consulting. Mr. Dunphy served as

Vice President of CFA Canada from October 2019 to November 2023 and Vice President of CFA Puerto Rico from August 2020 to December 2023.

Officer VP, Customer Technology & Insights – Michael F. Erbrick

Mr. Erbrick has served as Officer VP, Customer Technology & Insights at Chick-fil-A since July 2023. Error! Bookmark not defined. He served as Senior Vice President, Customer Technology & Insights from July 2019 through June 2023. From July 2018 through June 2019, he served as Senior Vice President, Information Technology. From July 2009 through June 2019 Mr. Erbrick served as Chief Information Officer. From July 2009 through June 2018, Mr. Erbrick served as Vice President, Information Technology. From January 2004 through June 2009, Mr. Erbrick served as Senior Director, Restaurant Information Systems.

Officer VP, Innovation - David B. Farmer

Mr. Farmer has served as Officer VP, Innovation at Chick-fil-A since November 2023. He served as Officer VP, Restaurant Experience, from July 2023 through October 2023. Error! Bookmark not defined. From July 2019 through June 2023, he served as Senior Vice President, Restaurant Experience. From August 2017 through June 2019, he served as Vice President, Restaurant Experience. From September 2012 through July 2017, Mr. Farmer served as Vice President, Menu Strategy and Development. From July 2009 through August 2012, he served as Vice President, Innovations and Service. From January 2001 through June 2009, Mr. Farmer served as Senior Director, Quality and Customer Experience. Mr. Farmer served as Vice President of CFA Supply from November 2018 to May 2023 and Vice President of Bay Center from December 2018 to May 2023.

Officer VP, Customer Technology Solutions – I. Patrick Gresham

Mr. Gresham has served as Officer VP, Customer Technology Solutions at Chick-fil-A since November 2023. He served as Vice President, Operator Technology Solutions from December 2020 through October 2023. From July 2018 through November 2020, he served as Executive Director, Operator Technology Solutions, and from November 2017 through June 2018, Mr. Gresham served as Director, Operator Technology Solutions. From November 2015 through October 2017, Mr. Gresham served as Director, Staff Technology Solutions.

Officer VP, New Restaurants - Thomas P. Guerard

Mr. Guerard has served as Officer VP, New Restaurants at Chick-fil-A since July 2023. Error! Bookmark not defined. He served as Senior Vice President, New Restaurants from September 2022 through June 2023, and as Vice President, New Restaurant Growth from November 2021 through August 2022. Mr. Guerard served as Vice President, Strategic Reinvestment from December 2020 through October 2021. From March 2020 through November 2020, Mr. Guerard served as Executive Director, Strategic Reinvestment, and from August 2018 through March 2020, he served as Senior Director, Strategic Reinvestment. From November 2016 through July 2018, Mr. Guerard served as Director, Restaurant Capacity Big Move, and from January 2016 through October 2016, he served as Director, Financial Consulting. From August 2014 through December 2015, Mr. Guerard served as Management Financial Consultant, and from August 2011 through August 2014, he served as Senior Financial Consultant, West Region.

Officer VP, Supply Chain Operations – Michael A. Hazelton

Mr. Hazelton has served as Officer VP, Supply Chain Operations at Chick-fil-A since July 2023.**Error! Bookmark not defined.** He served as Senior Vice President, Supply Chain Procurement and Operations from November 2021 through June 2023. Mr. Hazelton served as Senior Vice President, Supply Chain Operations from April 2019 through October 2021. From July 2018 through April 2019, he served as Senior Vice President, Corporate

Services. From May 2015 through June 2018, Mr. Hazelton served as Vice President, Corporate Services. He has served as Vice President of Bay Center since December 2018 and Vice President of CFA Supply since July 2019.

Officer VP, Existing Restaurants – Kimberly J. Johnson

Ms. Johnson has served as Officer VP, Existing Restaurants at Chick-fil-A since November 2021. Ms. Johnson served as Vice President, Corporate Financial Services from December 2018 through October 2021. From July 2018 through November 2018, she served as Executive Director, Corporate Financial Services. From 2016 through June 2018, she served as Senior Director, Corporate Financial Services. From 2013 through December 2015, Ms. Johnson served as Director, Corporate Financial Reporting. From 2011 through 2013, Ms. Johnson served as Senior Manager, Treasury.

Officer VP, External Communications – Carrie J. Kurlander

Ms. Kurlander has served as Officer VP, External Communications at Chick-fil-A since July 2018. From April 2013 to June 2018, she served as Vice President, Corporate Public Relations and Public Affairs.

Officer VP, Shared Platforms - Sara M. McClain

Ms. McClain has served as Officer VP, Shared Platforms at Chick-fil-A since November 2023 and Vice President, Staff Technology Solutions from November 2021 through October 2023. From July 2018 through October 2021, she served as Executive Director, Staff Technology Solutions. She served as Director, Staff Technology from November 2017 to July 2018 and Director, Enterprise Planning from May 2017 to October 2017. From November 2015 through April 2017, Ms. McClain served as Senior Manager, Enterprise Planning.

Officer VP, Diversity, Equity & Inclusion – Erick W. McReynolds

Mr. McReynolds has served as Officer VP, Diversity, Equity & Inclusion at Chick-fil-A since November 2021. He served as Executive Director, Diversity, Equity & Inclusion from July 2020 through October 2021. From October 2016 to June 2020, Mr. McReynolds served as Executive Director, Midwest Region. He served as Director, Service Team from October 2014 to October 2016.

Officer VP, Operator Technology Solutions - Elizabeth Medford

Ms. Medford has served as Officer VP, Operator Technology Solutions at Chick-fil-A since November 2023. From September 2023 through October 2023, she served as Officer VP, Shared Platforms. She served as Executive Director, Shared Platforms from November 2021 through August 2023, and as Senior Director, Enterprise Effectiveness Solutions from July 2018 through October 2021. Ms. Medford served as Director, Supplier Quality & Safety from February 2016 to June 2018.

Officer VP, Restaurant Development Services – David M. Millican

Mr. Millican has served as Officer VP, Restaurant Development Services at Chick-fil-A since November 2021. From February 2020 through October 2021, Mr. Millican served as Executive Director, Facilities and Equipment, and from March 2016 until February 2020, he served as Senior Director, Facilities and Equipment. Mr. Millican served as Director, Restaurant Development and Facilities from September 2013 until March 2016, and Senior Manager, Facilities from September 2012 until September 2013. He served as Manager, Facilities from August 2010 to September 2012.

Officer VP, Enterprise Viability – Sandra T. Moody

Ms. Moody has served as Officer VP, Enterprise Viability at Chick-fil-A since July 2019. From November 2017 through June 2019, she served as Vice President, Enterprise Analytics & Risk Management. From November

2015 through October 2017, Ms. Moody served as Vice President, Financial Services and Chief Accounting Officer. From November 2013 through October 2015, she served as Vice President, Business Insights. From July 2006 through October 2013, Ms. Moody served as Senior Director, Business Analysis.

Officer VP and Assistant General Counsel – S. Tammy Pearson

Ms. Pearson has served as Officer VP and Assistant General Counsel of Chick-fil-A since April 2008. From October 2006 through March 2008, she was Senior Director, Corporate Legal. Ms. Pearson has served as Vice President of CFA Servco since January 2020, as a Director of CFA Ireland since October 2020, as a Director of CFA Asia since October 2020, and as a Director of CFA UK since December 2023.

Officer VP, International Restaurant Development – Erwin C. Reid

Mr. Reid has served as Officer VP, International Restaurant Development at Chick-fil-A since July 2023. Error! Bookmark not defined. He served as Senior Vice President, International Restaurant Development from July 2019 through June 2023. From July 2018 through June 2019, he served as Senior Vice President, Restaurant Development. From January 2001 through June 2018, he served as Vice President, Restaurant Development. Mr. Reid has served as Vice President of CFA Canada since July 2019, and Vice President of CFA Puerto Rico since August 2020.

Officer VP, Restaurant Experience – Joseph R. Saracino

Mr. Saracino has served as Officer VP, Restaurant Experience at Chick-fil-A since November 2023 and Officer VP, Brand Strategy, Advertising & Media from July 2023 through October 2023. **Error! Bookmark not defined.** He served as Senior Vice President, Brand Strategy, Advertising & Media from July 2019 through June 2023. From February 2016 through June 2019, he served as Vice President, Brand Strategy, Advertising & Media.

Officer VP, Cathy Family Office – John W. Stephenson

Mr. Stephenson has served as Officer VP, Cathy Family Office at Chick-fil-A since November 2021. Mr. Stephenson served as Vice President, Strategic Partnerships and Special Projects from December 2018 through October 2021. From November 2015 through November 2018, he served as Director, Strategic Partnerships and Special Projects.

Officer VP, Field Operations – Services – C. Todd Sweatt

Mr. Sweatt has served as Officer VP, Field Operations – Services at Chick-fil-A since July 2023.**Error! Bookmark not defined.** He served as Senior Vice President, Field Operations – Services from July 2018 through June 2023. From March 2014 through June 2018, he served as Vice President, Operations – Systems Development. From March 2008 through March 2014, Mr. Sweatt served as Director, Field Operations.

Officer VP, Supply Chain Transformation and Enablement – James N. Taylor

Mr. Taylor has served as Officer VP, Supply Chain Transformation and Enablement at Chick-fil-A since November 2023. He served as Vice President, Customer Technology Solutions from December 2020 through October 2023. From July 2018 through November 2020, Mr. Taylor served as Executive Director, Customer Technology Solutions, and from November 2015 through June 2018, he served as Director, Customer Technology Solutions. From March 2013 through October 2015, Mr. Taylor served as Senior Manager, Business Growth & Supply Chain Solutions.

Officer VP, Corporate Communications & External Affairs – Reade L. Tidwell

Ms. Tidwell has served as Officer VP, Corporate Communications & External Affairs at Chick-fil-A since July 2023. Error! Bookmark not defined. She served as Senior Vice President, Corporate Communications &

External Affairs from September 2022 through June 2023, and as Vice President, Corporate Communications from November 2021 through August 2022. From January 2019 through October 2021, Ms. Tidwell served as Executive Director, Corporate Communications, and from January 2016 to January 2019, she served as Senior Director, Corporate Communications.

Officer VP, International Operations – Paul W. Trotti

Mr. Trotti has served as Officer VP, International Operations at Chick-fil-A since November 2023. He served as Vice President, Supply Chain Development from December 2020 to October 2023. From July 2018 through November 2020, Mr. Trotti served as Executive Director, Chick-fil-A Supply, and from October 2017 through June 2018 he served as Executive Director, Supply Chain Innovation. From April 2012 through October 2017, he served as Director, Menu Strategy & Development. Mr. Trotti has served as Vice President of CFA Canada since November 2023 and Vice President of CFA Puerto Rico since December 2023.

Officer VP, Talent Experience – Elizabeth Wanamaker

Ms. Wanamaker has served as Officer VP, Talent Experience at Chick-fil-A since July 2023. Error! Bookmark not defined. She served as Senior Vice President, Talent Experience from September 2022 through June 2023, and Vice President, Talent Experience from December 2018 through August 2022. From March 2018 through October 2018, Ms. Wanamaker served as Chief Human Resources for BlueLinx Corporation in Atlanta, Georgia. From December 2014 through December 2017, Ms. Wanamaker served as Senior Vice President, North America for The Coca-Cola Company in Atlanta, Georgia. From September 2013 through December 2014, she served as Vice President, Talent and Development and from August 2010 through September 2013 she served as Global Director, Program Development, Talent and Development.

Officer VP, Executive Office – Trudy C. White

Ms. White has served as Officer VP, Executive Office at Chick-fil-A since July 2018. From February 2003 through June 2013, Ms. White served as a member of the Board of Directors of Chick-fil-A.

Executive Director, Non-Traditional Restaurants – Bruce B. Cameron

Mr. Cameron has served as Executive Director, Non-Traditional Restaurants of Chick-fil-A since September 2020. From January 2019 to September 2020, he served as Senior Director, Non-Traditional Restaurants. From November 2015 through December 2018, Mr. Cameron served as Senior Director, Licensed Operations. From October 2010 through October 2015, he served as Director, Field Operations.

Director, Non-Traditional Real Estate - Sean R. Warren

Mr. Warren has served as Director, Non-Traditional Real Estate of Chick-fil-A since January 2019. From April 2016 through December 2018, he served as Director, New Restaurant Growth – Licensing. From January 2013 through March 2016, Mr. Warren served as Senior Manager, New Restaurant Growth – Licensing. From January 2012 through December 2012, Mr. Warren served as Manager, Real Estate – Licensing. From January 2006 through December 2011, Mr. Warren served as Manager, Restaurant Concepts.

¹ As a result of refinements to Chick-fil-A's talent management system, all Senior Vice President titles were modified to Officer VP effective July 1, 2023.

Item 3

LITIGATION

David Stephens and Kaitlyn Strawn, individually and on behalf of all others similarly situated v. Chick-fil-A, Inc., (Case No. 1:23-cv-00964, U.S. District Court for the Northern District of Georgia). On March 6, 2023, two Chickfil-A brand restaurant customers filed a complaint against Chick-fil-A alleging that we failed to properly secure and safeguard the personally identifiable information ("PII") of users of Chick-fil-A's One program and their PII was compromised as a result of an automated cybersecurity attack that impacted Chick-fil-A One members' accounts between December 18, 2022 and February 12, 2023 (the "Data Incident"). The complaint also alleged that Chick-fil-A issued a statement assuring customers that the fraudulent activity on their accounts was not the result of a compromise of Chick-fil-A's internal systems and waited too long to notify affected customers. Plaintiffs asserted claims against Chick-fil-A for negligence, breach of implied contract, negligence per se, and violations of Georgia's Uniform Deceptive Trade Practices Act. Plaintiffs bring their claims on behalf of themselves and a putative class of similarly situated Chick-fil-A brand restaurant customers. Plaintiffs sought class certification, equitable relief, injunctive relief, monetary damages, interest, and further relief. On June 2, 2023, the original two Plaintiffs and a third new Plaintiff, who was also a Chick-fil-A brand restaurant customer, filed an amended complaint essentially alleging the same claims and seeking the same relief as set forth in the original complaint. On July 3, 2023, Chickfil-A moved to compel arbitration of Plaintiffs' claims in the amended complaint. The parties agreed to settle the case on an individual basis (not a class basis) to minimize potential litigation expense and distraction. On November 19, 2023, the parties entered into a Confidential Settlement Agreement and Release under which Chick-fil-A agreed to pay in total \$210,000, which included a payment of \$2,500 to each of the five Plaintiffs (i.e., the three Plaintiffs named in the amended complaint plus two additional Plaintiffs identified by Plaintiffs' counsel during the course of the litigation), with the remainder of the settlement funds covering Plaintiffs' counsel's fees and expenses. In exchange, Plaintiffs provided a full release of all claims relating to the Data Incident and a covenant not to sue, and the three Plaintiffs named in the amended compliant agreed to dismiss their claims with prejudice. On December 7, 2023, the three named Plaintiffs filed a notice of voluntary dismissal with prejudice and the case was dismissed with prejudice.

Mayheu v. Chick-fil-A, Inc., No. 2022CV365400, Superior Court of Fulton County, Georgia, filed on May 24, 2022, as amended on June 7, 2022, August 5, 2022 and September 29, 2023 (consolidating class action complaint to add other plaintiffs) (the "*Mayheu* Action").

Pittman and Ukpere v. Chick-fil-A, Inc., No. 1:21-cv-8041, United States District Court for the Southern District of New York (appealed to the Second Circuit as Case No. 22-1862), filed on September 28, 2021, as amended on December 13, 2021 (the "*Pittman* Action").

Ukpere v. Chick-fil-A, Inc., No. 2:22-cv-5397, United States District Court for the District of New Jersey, filed on September 2, 2022; removed from the Superior Court of New Jersey, Middlesex County, Case Number MID-L-003792 (collectively, the "*Ukpere* Action").

Goldstein v. Chick-fil-A, Inc., No. 1:22-cv-21897, United States District Court for the Southern District of Florida, filed on June 21, 2022, as amended on August 11, 2022; removed from the Circuit Court of the Eleventh Judicial

Circuit in and for Miami-Dade County, Florida, Case No. 2022-009265-CA-01 (collectively, the "Goldstein Action").

Ortega v. Chick-fil-A, Inc., No. 2:21-cv-845, United States District Court for the Eastern District of California, filed on May 10, 2021, as amended on November 15, 2021; removed from Sacramento Superior Court, Case No. 34-2021-00296245 (collectively, the "*Ortega* Action").

Chick-fil-A is a defendant in five different putative class actions brought on behalf of persons who made a Chick-fil-A delivery order through the Chick-fil-A mobile application (the "Chick-fil-A App") or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A restaurant location in the states of Georgia, Florida, New York, New Jersey, and California. Plaintiffs claim that Chick-fil-A misrepresents the cost of delivery by charging a delivery fee and not disclosing that menu prices for delivery are higher than in-store prices. Chick-fil-A denied any liability with respect to these cases and the claims being asserted. Only Chick-fil-A has been sued in these lawsuits; no franchisees have been named as defendants. On July 7, 2023, the plaintiffs and Chick-fil-A entered into a proposed Class Action Settlement Agreement (the "Settlement Agreement"). The Pittman Action, the Ukpere Action, the Goldstein Action, and the Ortega Action were consolidated with the Mayheu Action for settlement purposes on September 29, 2023. In the consolidated complaint filed in the Mayheu Action, Plaintiffs assert claims for the following: negligent misrepresentation (on behalf of all classes), violation of Georgia's Unfair Business Practices (on behalf of a Georgia class), violation of New York Consumer Fraud Act (on behalf of a New York class), violation of New Jersey Consumer Fraud Act (on behalf of a New Jersey class), violation of Florida Deceptive and Unfair Trade Practices Act (on behalf of a Florida class), violation of California's Unfair Competition Law (on behalf of a California class), violation of California's Consumer Legal Remedies Act (on behalf of a California class), and violation of California's False Advertising Law (on behalf of a California class). All plaintiffs in the Actions seek actual and statutory damages and declaratory judgments. On September 29, 2023, a Settlement Agreement was submitted to the court in the Mayheu Action along with an Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement, which the court granted on October 2, 2023, preliminarily approving the proposed class action settlement and conditionally certifying a class and five geographically based subclasses for settlement purposes only. On February 1, 2024, the parties on behalf of themselves and the members of the settlement class and subclasses applied for an order finally approving the Settlement Agreement and made application for the award of attorneys' fees, costs and service awards. A Fairness Hearing for Final Approval was held on February 29, 2024, and the court in the *Mayheu* Action entered an Order Granting Final Approval of the Proposed Class Action Settlement on the same day. Once the Settlement Agreement becomes effective pursuant to its terms, each member of the settlement class and settlement subclasses will be deemed to have released Chick-fil-A for the claims, Chick-fil-A will pay the remaining funds owed (for a total of \$4,400,000) into a settlement fund. From that fund, class counsel will be awarded \$880,000 in requested attorneys' fees and \$15,579.32 in requested litigation costs, approved administrative costs will be paid, and the lead plaintiffs will receive service awards of \$5,000.00 each. In addition, from the fund, the claims administrator will make payments of \$29.25 to those class members who submitted valid claim forms and elected cash payments, and the remainder of the settlement fund will be distributed to Feeding America or Hunger Initiative (as directed by Chick-fil-A). Finally, the claims administrator will also provide a list of class members who submitted valid claim forms and elected gift card payments to Chick-fil-A, and Chick-fil-A (through CFA Servco) will distribute electronic gift cards to each in the amount of \$29.25.

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

Item 4

BANKRUPTCY

On February 17, 2020, Pier 1 Imports, Inc. ("Pier 1"), having a principal place of business at 100 Pier 1 Place, Fort Worth, Texas 76192, filed a petition under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (In re Pier 1 Imports, Inc., Petition #: 20-30805-KRH). Pier 1 is not the franchisor nor an affiliate of the franchisor. Cheryl Bachelder, who

joined our Board of Directors in April 2019, had served as Interim Chief Executive Officer of Pier 1 from December 2018 through November 2019. The Court approved a sale of Pier 1's intellectual property, including its trademark, data, customer lists and other assets related to e-commerce on July 30, 2020. Pier 1 closed its stores and liquidated its assets and is in the process of distributing the proceeds to creditors in accordance with the priorities in the Bankruptcy Code. The matter is still pending.

Other than this action, no bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Chick-fil-A does not charge you an initial license payment or fee to obtain a Chick-fil-A license.

Prior to the opening of your Chick-fil-A Licensed Unit, you must obtain much of the opening inventory of food products, ingredients, and supplies from an approved distributor. The cost of your purchases from our approved distributor will already reflect amounts the distributor paid to Chick-fil-A for Chick-fil-A's proprietary seasoning applied by Chick-fil-A's poultry suppliers to most of the Chick-fil-A brand chicken products and for Chick-fil-A's proprietary seasoned coater you apply yourself in the preparation of most Chick-fil-A brand chicken products and also amounts the distributor paid to our affiliate Bay Center for Chick-fil-A's proprietary lemon juice produced by Bay Center that is a used to produce Chick-fil-A's proprietary branded lemonade if you are in a location Bay Center supplies. Our affiliate CFA Supply may be your distributor for all or some of these items if you are in a location CFA Supply services. If CFA Supply is your distributor, the payments you will make to CFA Supply for any of the opening inventory of food products, ingredients, and supplies are estimated to range from approximately \$15,000 to \$65,000, but will not be due until after your Chick-fil-A Licensed Unit opens.

Except for the circumstances described in this Item 5, we do not refund any initial fee.

Item 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
License Fee	10% of "Gross Receipts"	Monthly, by the 25th day of each month, for the preceding month	All new Licensed Units to be located in transportation venues will pay 7% of "Gross Receipts", rather than 10% of Gross Receipts
Additional Training ³	\$250 - 400 per employee ³	At least 10 days prior to 1st day of training program	There is no training fee for your first 2 employees to be trained.
Handling Fee	8% of the purchase price for your equipment and/or signage	As incurred	If you purchase the equipment or signage through us, you must pay us this fee to cover the administrative costs of our equipment vendor.
Audit	Total amount of any underpayment plus 12% per annum interest ⁴	Within 30 days of notification	
Indemnification	Will vary under the factual circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Chick-fil-A Licensed Unit's operations.
Late Payment Charge	12% per annum interest on all amounts 30 days overdue	As incurred	

Notes:

- 1. All fees are imposed by and payable to Chick-fil-A. All fees are non-refundable and are imposed uniformly except as expressly provided in this Item 6. Chick-fil-A's bank accounts, which may contain fees paid by you from time to time, are not trust funds and Chick-fil-A is not your fiduciary and does not otherwise owe you any duties with respect to any funds held, administered, maintained, or controlled in and disbursed from Chick-fil-A's accounts. Only Chick-fil-A is entitled to receive the interest, if any, earned on such accounts.
- 2. "Gross Receipts" includes all cash and charge sales of every kind made at or from or related to the Chick-fil-A Licensed Units except refunds to customers and meals given your employees incident to their employment.
- 3. Training fee does not include travel, room, living and other expenses, wages or workers compensation coverage for your employees.
- 4. If an audit discloses an understatement of 5% or more, you must also pay all of Chick-fil-A's costs of the audit.

<u>Item 7</u>
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Opening Inventory/ Paper Supplies ²	\$11,500 - \$65,000	As Incurred	As Incurred	Chick-fil-A, CFA Supply where applicable, and Other Suppliers
Utensils and Other Small wares	\$10,000 - \$35,000	As Incurred	As Incurred	Chick-fil-A, CFA Supply where applicable, and Other Suppliers
Equipment/Signage ³	\$100,000 - 300,000	As Incurred	As Incurred	Chick-fil-A/ Third Parties
Build-out ⁴	\$300,000 - \$1,886,000	As Incurred	As Incurred	Third Parties
Architectural, Mechanical, and other Drawings ⁵	\$15,000 - \$100,000	As Incurred	As Incurred	Third Parties
Additional Funds ⁶	\$149,000 - \$951,000	As Incurred	As Incurred During First 3 Months of Operation	Chick-fil-A, CFA Supply, where applicable, Employees, Utilities, Other Suppliers and other Third Parties
TOTAL ESTIMATE OF INITIAL INVESTMENT	\$585,500 - \$3,337,000			

Notes:

1. The preceding table describes the costs of initial investment for a Licensed Unit operated by a Self-Operator and a Food Service Provider, including the custom facades, counter areas, or other retail facilities. Chick-fil-A Licensed Units are established in existing facilities such as cafeterias and

food courts or operated from other facilities located at Licensed Sites to which you have access. Thus, certain expenses, such as security deposits, cost of insurance and lease or sublease payments cannot be estimated by Chick-fil-A and may vary greatly among Licensees. You should consider these expenses in addition to those described in the table above in deciding whether to become a Licensee.

- 2. Licensees do not purchase all of their Opening Inventory and Supplies from Chick-fil-A or designated suppliers, Licensees do not provide Chick-fil-A with their total costs for these items, and Licensees' actual costs are likely to vary greatly. Accordingly, Chick-fil-A does not know the actual amounts spent by its Licensees on these items and can only provide an estimate of these costs based on its own experience. Chick-fil-A's estimate is based on its own experience in establishing similar operations.
- 3. Chick-fil-A sometimes sells equipment to its Licensees. You will be required to purchase certain proprietary and other equipment from Chick-fil-A or a Chick-fil-A approved supplier for use at your Chick-fil-A Licensed Unit(s). Chick-fil-A has based this estimate on its own experience in establishing similar operations.
- 4. Licensees' build-out costs are only an estimate and vary greatly depending upon a variety of factors, including the particular location of the Chick-fil-A Licensed Unit. Chick-fil-A has based this estimate on its own experience in establishing similar operations.
- 5. Prior to opening the Chick-fil-A Licensed Unit and upon any renovation or remodeling of the Licensed Unit, you will be required to obtain architectural and other applicable construction drawings from third parties.
- 6. In addition, Chick-fil-A estimates that you will need additional funds for your Chick-fil-A Licensed Unit. This estimate reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities. Please note that, because several Licensees operate multiple concepts and food service operations at their Licensed Site(s), you may experience costs that are different than the level of expenditures set forth above. Chick-fil-A has based this estimate on its own over 50 years of experience in establishing similar operations. The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your Chick-fil-A Licensed Unit.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Supplies and Suppliers: Chick-fil-A has an interest in the proprietary seasoning used in the preparation of certain Chick-fil-A brand chicken products. Chick-fil-A purchases the seasoning from the producers of the seasoning and has it shipped directly to Chick-fil-A's authorized or approved poultry suppliers. These poultry suppliers then apply the seasoning to most of the chicken products sold to the Licensees. Payments to Chick-fil-A for the proprietary seasoning are received from the poultry supplier when the chicken is sold to Chick-fil-A's authorized distributor(s). Currently, Chick-fil-A is receiving payments of approximately \$.06 per pound of seasoned chicken, which amount includes a payment to Chick-fil-A for its proprietary interest in the seasoning, and which amount may vary and otherwise change due to among other things food costs and product initiatives.

Chick-fil-A also has an interest in the proprietary seasoned coater used in the preparation of most Chick-fil-A brand chicken products. The seasoned coater is purchased by Chick-fil-A from the producer and is shipped directly to Chick-fil-A's authorized distributor(s). Payments to Chick-fil-A for the

proprietary seasoned coater are received from the distributor(s) of the seasoned coater when the seasoned coater is purchased by the distributor(s) from Chick-fil-A. The distributor(s) then sells the seasoned coater to the Licensees. Your cost for the seasoned coater depends on a pricing formula that includes a markup by Chick-fil-A that may change. Based upon the cost of ingredients to Chick-fil-A (including any freight charges paid to the producer) your cost will fluctuate.

Our affiliate CFA Supply is a distributor approved to carry food products, ingredients, and supplies for franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply may be the only approved primary distributor serving the geographic area in which it operates. CFA Supply began operations in July 2019. If your Licensed Unit is in a location CFA Supply services, your cost for the food products, ingredients, and supplies depends on a pricing formula CFA Supply determines in the exercise of its sole and exclusive business judgment that includes, among other factors, a distribution fee and an allowance for fuel and freight costs from the CFA Supply warehouse to the Licensed Units and Chick-fil-A Restaurants it will supply.

Our affiliate Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020. The lemon juice is purchased by Chick-fil-A's authorized distributor(s) from Bay Center and is shipped by Bay Center directly to Chick-fil-A's authorized distributor(s). The distributor(s) pays Bay Center for the proprietary lemon juice when the lemon juice is purchased by the distributor(s). The distributor(s) then sells the lemon juice to the Licensees. If your Licensed Unit is in a location Bay Center supplies your cost for the lemon juice depends on a pricing formula Bay Center determines in the exercise of its sole and exclusive business judgment that includes a markup by Bay Center that may change. Based upon the cost of ingredients to Bay Center (including any freight charges) your cost will fluctuate.

Chick-fil-A reserves the right to require you to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of your Chick-fil-A Licensed Unit from suppliers approved in advance by Chick-fil-A. With respect to your initial Chick-fil-A Licensed Unit, Chick-fil-A may exercise its right by delivering written notice to you promptly upon the execution of the License Agreement by Chick-fil-A. With respect to any additional Chick-fil-A Licensed Units granted after your initial Chick-fil-A Licensed Unit, if any, Chick-fil-A may exercise its right by delivering written notice to you promptly after approval of the additional Chick-fil-A Licensed Unit(s) as indicated on the site description form for such additional Chick-fil-A Licensed Unit(s). Chick-fil-A may appoint as many or as few approved suppliers as it reasonably deems appropriate and such approved suppliers may in some instances include or be limited to Chick-fil-A.

Except as Chick-fil-A may otherwise approve in writing in advance, you must purchase all of the following items from suppliers who are approved in advance by Chick-fil-A: all present and future items of food and drink, all items of non-food inventory intended for sale to or use by your customers, all ingredients, food products, produce, mixes, spices, cooking aides, wrappings, food and beverage containers, certain other designated items necessary for maintaining and cleaning your Chick-fil-A Licensed Unit, certain proprietary marketing and promotional materials and other items bearing our trademarks, and all other items necessary or optional for preparing products sold in your Chick-fil-A Licensed Unit and all bags, boxes, wrappers, cups, coffee lids, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of Chick-fil-A's proprietary marks or that are sold or used in at least 25% of the then existing Chick-fil-A Restaurants and other facilities selling any or all of Chick-fil-A's then-approved products even if such items do not display any of Chick-fil-A's proprietary marks. Chick-fil-A may appoint as many or as few approved suppliers as it reasonably deems appropriate and such approved suppliers may in some instances include or be limited to Chick-fil-A. You may not buy from any supplier that we have not yet approved in writing, and you must stop buying from

any supplier who we approve initially, but later disapprove. For purposes of this Item 8, a "supplier" may be a manufacturer, distributor or wholesale/retail establishment which carries the product. A "manufacturer" makes the product or provides the service; a "distributor" acquires the product from the manufacturer and ships the product to you.

In order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A negotiates and enters into certain system-wide purchase and distribution arrangements with suppliers for many supplies, ingredients, food and beverage products, produce and other items and services used in, or in connection with the operation of, Chick-fil-A Restaurants including Licensed Units. Among its approved suppliers, Chick-fil-A encourages and reserves the right to require its Licensees to use its system-wide purchase and distribution programs for their purchases of most supplies, ingredients, food and beverage products, produce, other items and services necessary for operating and promoting a Chick-fil-A Licensed Unit. When considering whether to approve any particular supplier or to enter into any particular arrangement, Chick-fil-A considers, among other things, the following factors: whether the supplier can show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; and whether the supplier's approval or the particular supplier arrangement would enable the Chick-fil-A system as a whole, in our sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

In some circumstances, for example with respect to certain produce, bread and other product purchases for some Chick-fil-A Licensed Units located in some geographic areas, we may require that you make such purchases locally. Under these circumstances, we may require that you seek local suppliers for perishable items like as bread and produce, but we reserve the right to approve your sources for these items in accordance with our then-current standards and specifications.

We have not adopted specific criteria to evaluate or approve alternative suppliers for the goods and services which you must purchase from Chick-fil-A-approved sources. We deal with requests for approval of alternative suppliers of goods on a case-by-case basis. If we receive requests for alternative suppliers for items that are not Chick-fil-A trade secret items or items that do not use our trademarks, we will provide a Licensee the standards and specifications for the item and will consider permitting sourcing from alternative suppliers consistent with the standards and specifications. However, we reserve the right to designate only one supplier or a limited number of suppliers for certain items (including, without limitation, the physical distribution of products, soft drinks, ingredients, etc.) in order to take advantage of marketplace efficiencies and volume pricing. We also reserve the right to not approve or disapprove any supplier if, among other things: (1) the supplier cannot show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; (2) the supplier cannot show, to our reasonable satisfaction, adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; or (3) Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the supplier's approval would impact negatively upon the Chick-fil-A system's ability, as a whole, to take advantage of marketplace efficiencies and volume pricing. Finally, we reserve the right to conditionally approve a supplier or to limit our approval of a supplier to certain products, restaurants or circumstances.

We stock certain non-proprietary items such as small wares and operating supplies, utensils and other goods which are made available to you for your convenience. We also stock certain proprietary items, including marketing and promotional materials and other items bearing our trademarks, and other proprietary items which we may make available to you for your convenience, and are used by you in local advertising, marketing and promotions, and in your Chick-fil-A Licensed Unit. Though we are not the sole authorized supplier of most of these items, you are likely to purchase them from us for convenience and/or price savings. Currently, the cost to Licensees for warehouse goods is our cost plus approximately 2.5%, which amount may include a payment to Chick-fil-A for a portion of its costs associated with the processing and storage of the goods and shipping the goods from the supplier to Chick-fil-A's warehouse. Licensees are also charged

for the shipping costs from our warehouse to their Licensed Units. Chick-fil-A may change the warehouse program, and any associated costs and charges to Licensees, in the exercise of its sole and exclusive business judgment. You also may or may not receive from us a rebate on your purchase of some beverage products (and possibly other products in the future).

We and our affiliates are currently the only approved suppliers of certain products and services and approved suppliers of other products and services, as described above, to both Licensees and Operators. These products and services include proprietary seasoning, proprietary seasoned coater, distribution services, and certain proprietary equipment and other items. We and our affiliates are also currently the only approved suppliers of certain products and services and approved suppliers of other products and services for our Operators, which include premises leases, sublicenses of non-traditional unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture and fixtures, business services, small wares, utensils, operating supplies, promotional goods, advertising support and services, and certain insurance coverages for which premiums are paid to Chick-fil-A or through Chick-fil-A acting as administrator (which do not include worker's compensation insurance, general liability insurance, auto liability, and employment practices). We may change our approved suppliers and sole approved supplier designations at any time in the exercise of our sole and exclusive business judgment. We and our affiliates may in the future be an approved supplier or designated sole supplier for any additional or different products or services you may or must purchase. As an approved supplier or designated sole supplier, we and our affiliates may obtain revenue from you and make a profit.

In the year ended December 31, 2023, our total consolidated revenues from (i) Operator and Licensee purchases of the proprietary seasoning, seasoned coater, business services and operating supplies, utensils, and promotional goods, and (ii) Operator leases of the premises, sublicenses of Captive Venue unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture, and fixtures was \$1,712,086,073 or 21.70% of our total consolidated revenues of \$7,888,050,587. We did not offer advertising and support services to Operators for a fee in 2023 and did not have any revenue for providing those services in 2023. In 2023, our affiliate CFA Supply, an approved distributor to carry food products, ingredients, and supplies to Chick-fil-A Restaurants, received \$1,092,371,226 from purchases made by Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues. In 2023, our affiliate Bay Center received \$151,696,356 (not including any markup added by the distributor(s) at the time of resale) from purchases made by Chick-fil-A's authorized distributor(s) for distribution of lemon juice to Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues.

We estimate that your total purchases and leases from approved or designated suppliers will represent approximately 50% to 80% of your overall purchases and leases in operating your Licensed Unit and 30% to 67% of your overall purchases and leases in establishing your Licensed Unit. The national advertising fund we administer also receives contributions from certain designated suppliers of up to approximately 33% of Operator purchases from these suppliers. Chick-fil-A may receive forms of compensation directly or indirectly from approved or designated suppliers, which compensation may be in lieu of or in addition to the seasoning, coater and national advertising fund contributions and the incentives described above.

Specifications and Standards: The foundation of each Chick-fil-A Restaurant including each Chick-fil-A Licensed Unit and the essence of your License Agreement is your adherence to Chick-fi-A's minimum standards, guidelines and specifications. Every component of Chick-fil-A Restaurant's operating system is important to Chick-fil-A and to the operation of your Chick-fil-A Licensed Unit as a Chick-fil-A Licensed Unit. Accordingly, you must operate your Chick-fil-A Licensed Unit in full compliance with Chick-fil-A's minimum standards and guidelines for service, food safety, sanitation, quality of products, employee dress, appearance and conduct and other aspects of the operation of your Chick-fil-A Licensed Unit. These minimum standards and guidelines are specified in Chick-fil-A's orientation and operations manuals

and materials, and other confidential information provided by us to you. To meet our standards, you must, among other things, purchase or lease goods, services, supplies, fixtures, equipment, leasehold improvements, insurance and inventory from various suppliers (including, without limitation, Chick-fil-A) in accordance with our standards and specifications.

We review our specifications and standards when necessary, and we release any modified specifications or standards to you when you need to be familiar with them. In order to protect against possible infringement, we will release specifications or standards dealing with trade secrets or proprietary information only to those suppliers we think are necessary. We reserve the right to be the sole designator of any product, ingredient or other item that requires knowledge of any of our trade secrets or other confidential or proprietary information. We have no obligation to release any of our trade secrets, confidential information or other proprietary information to any proposed alternative supplier.

You must also comply with our sales reporting procedures and other administrative standards. These currently require you to submit financial reports and other items to us including Weekly Product Sales Reports, Daily Product Sales Reports and Calendar Month Sales Summary Reports.

There is no practice in effect by which Chick-fil-A provides material benefits to you, such as a right of renewal or the granting of additional licenses, based upon your use of designated or approved suppliers, although your license is subject to termination if you do not use the designated suppliers with whom Chick-fil-A has exclusive contractual arrangements, or you use suppliers not approved by Chick-fil-A.

The requirements described in this Item represent the Chick-fil-A system at the present time. However, Chick-fil-A retains the right to change these requirements, including any single source requirements, as the Chick-fil-A system evolves over time and the needs of the Chick-fil-A system change.

There are currently no buying or distribution cooperatives for Licensees.

<u>Item 9</u>

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	License Agreement 3	6, 7, 8, 11
b.	Pre-opening purchases/leases	License Agreement 6	7, 11
c.	Site development and other pre- opening requirements	License Agreement 3, 6	11
d.	Initial and ongoing training	License Agreement 5	11
e.	Opening	License Agreement 6	11
f.	Fees	License Agreement 4	5, 6, 7
g.	Compliance with standards and policies/operating manual	License Agreement 6	8
h.	Trademarks and proprietary information	License Agreement 7	13, 14
i.	Restrictions on products/services offered	License Agreement 2, 6	8, 16
j.	Warranty and customer service requirements	License Agreement 6	8
k.	Territorial development and sales quotas	License Agreement 6	12
1.	Ongoing product/service purchases	License Agreement 6	8, 11
m.	Maintenance, appearance and remodeling requirements	License Agreement 2, 6	7, 8, 11
n.	Insurance	License Agreement 6	6
0.	Advertising	License Agreement 6	6
p.	Indemnification	License Agreement 10	6
q.	Owner's participation/management/ staffing	License Agreement 6	15
r.	Records and reports	License Agreement 6	6, 11
s.	Inspections and audits	License Agreement 6	11

	Obligation	Section in agreement	Disclosure Document Item
t.	Transfer	License Agreement 9	17
u.	Renewal	License Agreement 2	17
v.	Post-termination obligations	License Agreement 8	17
w.	Non-competition covenants	License Agreement 7	17
х.	Dispute resolution	License Agreement 10	17
y.	Other (describe)	Not Applicable	Not Applicable

Item 10

FINANCING

Neither Chick-fil-A, nor any affiliate of Chick-fil-A, either directly or indirectly, offers any financing arrangements to Licensees. Chick-fil-A does not receive any direct or indirect payments for placing financing, nor does Chick-fil-A guarantee your obligations to third parties. Chick-fil-A does not offer financing of equipment or other expenditures that require you to waive notice, confess judgment or waive a defense against Chick-fil-A.

Whether you can obtain financing will depend on a variety of factors, including your own creditworthiness, the type of security you can offer, the policies of lending institutions and the availability of commercial credit generally.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Chick-fil-A is not required to provide you with any assistance.

Before you open your Licensed Unit(s), Chick-fil-A will:

- (i) provide training to two management-level employees (Licensee Orientation), and two on-site management-level employees (Licensee Operational Training) for each Licensed Site (Section 5.1); and
- (ii) provide electronically and lend a copy of the operations, training and orientation manuals and other materials to you. Chick-fil-A charges \$500 to replace lost or destroyed manuals (Section 6.5).

During your operation of the Licensed Unit(s), Chick-fil-A will:

(i) provide electronically and make available a copy of the operations, training and orientation manuals and other materials to you as a guide for operating the Licensed Unit(s) (Section 6.5);

- (ii) in its sole business judgment, may make available to you, from time to time, such additional advice and assistance as you may reasonably request or Chick-fil-A may deem necessary, including assistance or advice regarding the operation of the Chick-fil-A Licensed Unit(s), additional training and sales building (Section 5.2); and
- (iii) at an additional charge, sponsor initial training programs for additional management-level employees (Section 5.1).

If you are granted the right to operate additional Licensed Sites under your License Agreement, for each additional Licensed Site, Chick-fil-A will provide the same assistance as described above.

Advertising: Chick-fil-A is not required to spend any certain amount on advertising in your geographic area or at your Licensed Site(s). Under the License Agreement, Chick-fil-A does not charge you advertising fees or require you to contribute to advertising fees to a local or regional fund. Under the License Agreement, you are required at all times during the term of the License Agreement and at your own cost to use diligent efforts to advance the reputation of Chick-fil-A, and Chick-fil-A's brand products and to develop and enhance consumer awareness of Chick-fil-A's products and proprietary marks. In doing so, you must use only those materials approved or supplied by Chick-fil-A.

Chick-fil-A does not require any expenditures of monies by its Licensees to an advertising cooperative or any advertising fund. As part of Chick-fil-A's local, regional or national marketing efforts, Licensees are required to honor coupons for food items (and some drink items in some locations) at their respective Licensed Units, for which the Licensees may receive food, paper and distribution cost reimbursement from Chick-fil-A. Chick-fil-A's advertising accounts, if any, are not trust funds and Chick-fil- A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator or Licensee benefits directly or pro rata from the expenditure of any advertising funds.

Chick-fil-A may, to the extent it is able, assist you in any of the above matters on an informal basis.

Selection of Location: Upon execution of a License Agreement, a prospective Licensee is granted the right to operate a Licensed Unit at a specific Licensed Site location. Your Licensed Site location must be approved by Chick-fil-A prior to you opening your Chick-fil-A Licensed Unit. Additionally, Licensees may be granted the right to operate additional Chick-fil-A Licensed Units under the License Agreement at additional Licensed Site locations selected by you and approved by us for which Chick-fil-A does not require that you sign a new, separate then-current form of License Agreement and pay an initial license fee. However, Chick-fil-A is under no obligation to offer you the opportunity to operate or to approve any additional Chick-fil-A Licensed Units and expressly reserves the right not to offer you the opportunity to operate or to approve any additional Chick-fil-A Licensed Units. For further information on Chick-fil-A's grant of additional Licensed Site locations, see Item 12 below.

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site is not a representation that the Licensed Unit(s) operated at the Licensed Site will be profitable or safe for your customers or employees or other personnel of yours or of any Third Party.

Hardware and Software System: Chick-fil-A does not supply, purchase, recommend or require specific computer equipment for Licensees at this time, but reserves the right to do so in the future as set forth in the License Agreement. You must choose to obtain and use a point-of-sale (POS) hardware and software system and a management PC for use in your Chick-fil-A Licensed Unit. Under the License Agreement, we reserve the right to specify and, if we do, you must purchase and use the computers, POS equipment and systems including broadband internet access, credit card, debit card and gift card processing systems, systems which take, process, route and deliver orders or receive payment, and technology for communicating with customers and to collect, process and store customer data at your Chick-fil-A Licensed Unit that we specify. Chick-fil-A may provide certain on-line updates, reports and other information to its Licensees from time to time. You will also need to have access to a computer and the Internet in order to obtain this information. For informational purposes only, Chick-fil-A Restaurants typically use a POS system with accompanying software, which perform standard electronic cash register support, kitchen display systems, time clock, and financial and reporting functions. Other hardware and software systems that perform the same or substantially similar functions may be purchased by a Licensee. You may choose to pay a fee to third parties you choose for technical support of the hardware and software system used in your Licensed Unit. With respect to franchised Chick-fil-A Restaurants, such fees range from \$9,500 per year to \$20,000 per year for high-speed Internet access, equipment support and software upgrades, and are dependent upon the type of system used in the Restaurant.

At present, Chick-fil-A does not plan to have independent access to any data compiled by the hardware and software system used in your Licensed Unit. Under the License Agreement, we may require your Chick-fil-A Licensed Unit in the future to transmit POS data and other restaurant system data to us through data reporting systems offered through vendors approved by us. These data reporting systems would collect data from a POS system and other restaurant systems, consolidate the data, and transmit it to us in formats required by us. You may be required to sign an authorization form allowing your data reporting system vendor to release the data to us and to incur costs for the data reporting systems (including set-up and annual fees).

Length of Time to Licensed Unit Opening: You must open your Chick-fil-A Licensed Unit(s) within 360 days of the approval of the site by Chick-fil-A. It is Chick-fil-A's experience that the typical length of time between the signing of a License Agreement and the opening of the Licensee's Chick-fil-A Licensed Unit is approximately three to nine months. The actual length of this period will depend upon such factors as the length of time necessary for completion of construction, making leasehold improvements and remodeling, installing equipment, fixtures and furnishings, procuring initial inventories and other similar matters, and may vary widely under some circumstances.

<u>Initial Training Program</u>: Chick-fil-A's initial training program for Licensees is comprised of two components, an in-person cultural experience (the "In-Person Cultural Experience") and a virtual training experience ("Virtual Licensee Training").

The In-Person Cultural Experience is comprised of two days of in-person learning at the Chick-fil-A Support Center: Buffington in Atlanta, GA. Attending leaders tour the Chick-fil-A campus, engage in classroom activities and discussions, and learn about Chick-fil-A history, culture, values, and our customer strategies. Chick-fil-A's initial training program for Licensees has various attendance and satisfactory completion requirements. Chick-fil-A, based on its business judgement, may require (i) the highest-level on-site management leader associated with the Chick-fil-A Licensed Unit (*e.g.*, a Food Service Director-level leader) (the "Highest-Level Leader"), (ii) the on-site management leader responsible for the Chick-fil-A Licensed Unit and multiple other concepts (e.g., a Retail Manager-level leader) (the "Multi-Concept Leader"), (iii) the dedicated on-site management leader responsible for the operation of the Chick-fil-A Licensed Unit (*e.g.*, the "Retail Manager") (the "Dedicated Chick-fil-A Leader"), and (iv) one additional on-site management leader responsible for the operation of the Chick-fil-A Licensed Unit (*e.g.*, the "Food Service Director") (the "Additional Chick-fil-A Leader") to attend and complete to Chick-fil-A's satisfaction the In-Person Cultural Experience.

Satisfactory completion of the two-day In-Person Cultural Experience satisfies the initial training requirement for the Highest-Level Leader and, as applicable, any Multi-Concept Leader of each Chick-fil-A Unit required to attend on behalf of the Licensee. All the other Licensee Leaders, who are required to complete training, must first complete the two-day In-Person Cultural Experience followed by the Virtual Licensee Training, each of which must be completed to Chick-fil-A's satisfaction.

Virtual Licensee Training is conducted via the Zoom video conferencing platform and is broadcast from the Chick-fil-A Support Center: Buffington in Atlanta, GA. Virtual Licensee Training lasts 5 days (see training schedule, below). The actual location, topics and length of the program varies. The program currently utilized by Chick-fil-A covers most aspects of operations, food preparation, accounting, maintenance, purchasing, policies and certain other applicable topics. The training program begins at a specific time and date to be determined by Chick-fil-A. Completing the five-day Virtual Licensee Training is the second of the two initial training requirements for the two solely-dedicated Chick-fil-A Unit Leaders associated with each Chick-fil-A Unit, the Dedicated Chick-fil-A Leader and the Additional Chick-fil-A Leader.

Satisfactory completion of the 2-day In-Person Cultural Experience and the 5-day Virtual Licensee Training will result in initial certification as a Licensee Leader valid for five (5) years from the date of completion of the last certification. As part of the Chick-fil-A Licensee Training requirements, each Licensee Leader required to be trained must be recertified every five years for the Licensee to stay in compliance.

You must, at all times, employ at each Licensed Site the appropriate number of leaders who have completed to Chick-fil-A's satisfaction the Licensee Training Program. Your employees are not employees of Chick-fil-A and will not be compensated by Chick-fil-A for or during any training described in this Item.

The virtual training program is conducted by Chick-fil-A's Licensee training staff, which is directed by Mr. Bill Dunphy. The program's principal instructional materials are the Chick-fil-A digital training resources which include procedures, instructional videos, other materials. Other employees of Chick-fil-A and certain Operator Consultants participate in the training program in their respective areas of expertise. Mr. Dunphy has over thirty years of experience with Chick-fil-A in the restaurant field.

Chick-fil-A waives any tuition fee for the first two employees from each new Licensed site opening to attend the full class consisting of both the 2-day In-Person Experience and the 5-day Virtual Licensee Training program. However, you are responsible for any travel, room, living and other expenses, wages and workers compensation coverage of your employees attending either the 2-day In-Person Experience or, as applicable, the 5-day Virtual Licensee Training program. Chick-fil-A provides no compensation to your employees for attendance at or during any training described in this Item. With respect to new or additional personnel that you send or are required to send to Chick-fil-A's 2-day In-Person Experience only or both the 2-day In-Person Experience plus the 5-day Virtual Licensee Training), you will be required to pay Chick-fil-A tuition in the amount of \$250 per employee for the 2-day In-Person Experience only or \$400 per employee for both the 2-day In-Person Experience and the 5-day Virtual Licensee Training program.

LICENSEE TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of "On the Job" Training*	Location
2-day In-Person Cultural Experience	15 Hours		Chick-fil-A Support Center: Buffington
Chick-fil-A Brand, History & Culture	5 Hours		
Roles & Responsibilities	1.5 Hours		
Winning Hearts Every Day	1.5 Hours		
SERVE Model & Leadership	3 Hours		
Training Resources	2 Hours		
Menu Tasting Experience	2 Hours		
5-day Virtual Licensee Training	15 Hours	Approx. 10 Hours	Zoom & in-restaurant application for attending leaders (varies)
Chick-fil-A History & Culture	.5 Hour	1 Hour	
Winning Hearts Every Day	.5 Hour	1 Hour	
Quality Assessments	1.5 Hours	1 Hour	
Back of House Processes/Equipment	2.5 Hours	1.5 Hour	
Critical Success Factors	1.5 Hour	.5 Hour	
Roles & Responsibilities	1 Hour	.5 Hour	
Training Resources	1.5 Hours	1 Hour	
Non-Compliance Process	.5 Hour	.5 Hour	
Licensing Visit Report	1 Hour	.5 Hour	
Product Assembly	1 Hour	1 Hour	
Front of House Processes/Equipment	1.5 Hours	1 Hour	
Action Planning	2 Hours	.5 Hour	-

* "Hours of Classroom Training" represents time spent in virtual classroom training via Zoom. "Hours of "On the Job" Training" represents time spent practicing/imitating in-restaurant procedural tasks attending leaders are assigned to complete and provide visual evidence of completion (*i.e.*, image/video uploading to our training platform) for review by the training team.

Licensee Training in all subjects is conducted approximately 8 times each year (2 per quarter). Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Licensees from time to time in addition to its initial training program. Discussions at these seminars will likely feature topics such as sales techniques, brand standards, marketing programs, and other matters. All details concerning any such programs, if offered, such as time, location, duration, cost assessment and other matters, will be determined on a case-by-case basis. Chick-fil-A may under the terms of the License Agreement require the participation of Licensees or their designated managers in such programs. Chick-fil-A considers all information distributed at its training programs and seminars to be confidential and subject to the restrictions described under the "Proprietary Information" subheading in Item 14 below.

In addition, Chick-fil-A may at its election, but is not obligated to, offer various programs to or permit the adoption of programs by Licensees to use in promoting or marketing products or for other business purposes that are not expressly set forth in the License Agreement. All details concerning any of these programs, such as purpose, timing, implementation, cost sharing and other matters, will be determined by Chick-fil-A on a case-by-case basis.

After initial virtual-training, you must train any managerial personnel that you may hire to assist in operating your Chick-fil-A Licensed Unit(s). Subject to your obligations under the License Agreement regarding confidentiality, you may use Chick-fil-A's digital training resources and materials in the training.

<u>Operating Manual</u>: The Tables of Contents of Chick-fil-A's proprietary orientation and operations manuals, showing the number of pages in each section, are attached for your review as Exhibit "D" to this Disclosure Document. The total number of pages in the orientation and operations manuals is 165.

Item 12

TERRITORY

You will be expressly granted the limited right to operate one Chick-fil-A Licensed Unit at one specific Licensed Site location designated by Chick-fil-A. The rights granted to you under the License Agreement are limited to your Chick-fil-A Licensed Unit location only. You will neither acquire nor have any right to use, or to license the use of, any name, mark or other intellectual property right, except as granted to you under the License Agreement in connection with the operation of your Chick-fil-A Licensed Unit at the specific location designated by Chick-fil-A.

You will not receive an exclusive or protected territory, express or implied. The License Agreement contains no exclusive grant, exclusive area, exclusive territorial rights, protected territory or right for you to exclude, disapprove, control or impose conditions on the location, development or operation of current or future Chick-fil-A Restaurants including Chick-fil-A Licensed Units. The sales and customer trading patterns that a Chick-fil-A Licensed Unit experiences at any particular time are subject to change by reason of many factors, including our ongoing development of Chick-fil-A Restaurants including Chick-fil-A Licensed Units, and Licensees do not have a right and should not expect that these patterns will never change. Chick-fil-A has the right to establish other Chick-fil-A Licensed Units or Operator-run or company-owned Chick-fil-A Restaurants both within and outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Unit location, and reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing both within and outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Unit location. During the term of your License

Agreement, however, Chick-fil-A will not operate or grant other parties the right to operate any other Chick-fil-A Licensed Units or Operator-run or company-owned Chick-fil-A Restaurants at the exact same Licensed Site as the Licensed Site where you operate your Chick-fil-A Licensed Unit (or, for example, where the Licensed Site is an airport, at the exact same retail area within the Licensed Site). Any internal policies that we may develop, apply and modify periodically in connection with decisions to develop new Chick-fil-A Restaurants including Chick-fil-A Licensed Units do not grant you any contract rights, are not part of your contract, and do not modify or affect Chick-fil-A's or your contract rights and obligations under the License Agreement. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time by Chick-fil-A.

You will not receive an exclusive territory. You may face competition from other licensees or franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site (subject to your ability to comply with then-current requirements and standards), but you do not have the right to use other unapproved channels of distribution to make sales outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site

You may not relocate your Chick-fil-A Licensed Unit without Chick-fil-A's prior written consent. If you wish to operate a Chick-fil-A Licensed Unit in another location instead of the Licensed Site of your existing Chick-fil-A Licensed Unit, Chick-fil-A may, but is under no obligation to, allow you to relocate to another Licensed Site to establish another Chick-fil-A Licensed Unit. Licensees who relocate in this manner may be required to execute new License Agreements.

If during the term of the License Agreement, you determine that you would (yourself or through a Third-Party Operator) like to operate additional proposed Chick-fil-A Licensed Units at additional Licensed Sites, you must notify Chick-fil-A promptly of each such proposed additional Chick-fil-A Licensed Site and convey to Chick-fil-A all information about the proposed additional Chick-fil-A Licensed Site requested by Chick-fil-A. Chick-fil-A shall have the option to reject or tentatively accept the proposed additional Chick-fil-A Licensed Site, pending Chick-fil-A's completion of a site visit and any further investigative activities it deems necessary or appropriate. You must arrange for Chick-fil-A to have access to each proposed additional Chick-fil-A Licensed Site so that Chick-fil-A can conduct an assessment of the Licensed Site. After Chick-fil-A has completed the site visit, you must complete a site description form for the proposed additional Chick-fil- A Licensed Site and submit it to Chick-fil-A for final approval. Chick-fil-A shall have 10 business days from the date it receives the completed site description form to approve or reject the proposed additional Chick-fil-

A Licensed Site. Chick-fil-A may reject your proposal for additional Chick-fil-A Licensed Sites if Chick-fil-A in its sole discretion determines that: (i) the proposed additional Chick-fil-A Licensed Sites are unsuitable for operating Chick-fil-A Licensed Units; (ii) the proposed additional Chick-fil-A Licensed Sites reflect inappropriately on Chick-fil-A or the Chick-fil-A System; or (iii) the lease, facility, use, occupancy or ownership arrangements with respect to the proposed additional Chick-fil-A Licensed Sites do not comply with Chick-fil-A's requirements. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional Chick-fil-A Licensed Units and reserves the right under Section 3 of the License Agreement not to offer you the opportunity to operate additional Chick-fil-A Licensed Units. As a condition to Chick-fil- A's approval of each proposed additional Licensed Site, Chick-fil-A may require, in its sole discretion, that you: (i) execute a new, separate License Agreement for each such additional Licensed Site; and (ii) pay an initial license fee for each such additional Licensed Site.

Certain affiliates of Chick-fil-A operate certain Dwarf House restaurants and Truett's Grill restaurants, which are licensed to sell Chick-fil-A products. The Dwarf House restaurants are modeled after the Dwarf Grill restaurant first opened by S. Truett Cathy in Hapeville, Georgia, in 1946. (The eighteen Dwarf House and Truett's Grill restaurants that currently exist are, directly or indirectly, owned by the family of our founder, S. Truett Cathy.) Depending on the proximity of a Dwarf House or Truett's Grill restaurant to your Chick-fil-ALicensed Unit, a Dwarf House or Truett's Grill restaurant may compete with your licensed business.

As described above, Chick-fil-A licenses Chick-fil-A Licensees and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations. Chick-fil-A also grants franchises to franchised Operators and continues to offer franchises to prospective franchised Operators to operate franchised Chick-fil-A Restaurants as free-standing units, mall and in-line units, drive-thru only units and captive venue units. Captive Venue units may be established at non- traditional locations such as in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Depending on the proximity of other Chick-fil-A Licensed Units or other Chick-fil-A Restaurants to your Chick-fil-A Licensed Unit, a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant may compete with your licensed business. Chick-fil-A has never offered a franchise other than for a Licensed Unit or a franchised Chick-fil-A Restaurant in the same or any other line of business, although it reserves the right to do so whether by acquisition or start-up.

Chick-fil-A may operate or license others to operate any business competitive with the business of its Operators and/or its Licensees under a name other than Chick-fil-A. Chick-fil-A is currently conducting a test of its affiliate New Mile Ventures, LLC's delivery kitchen concept called Little Blue Menu® featuring several new virtual restaurants as well as offering Chick-fil-A products. As of the date of this Disclosure Document, Chick-fil-A has not formulated any plans or policies to operate or license others to operate any business under a different name, but Chick-fil-A or its affiliates may establish other or similar businesses at some future date.

<u>Item 13</u>

TRADEMARKS

The License Agreement grants you the right to use the trademark "Chick-fil-A" together with the trade name "Chick-fil-A" and all other service marks and trademarks, trade names, designs, signs, emblems, insignia, symbols or slogans used by Chick-fil-A in connection with its Chick-fil-A products. This right is limited strictly to your operation of your Chick-fil-A Licensed Unit and your use must comply with your License Agreement.

CFA Properties, Inc. ("CFA Properties"), an affiliate of Chick-fil-A, owns, among others, the following trademarks, service marks, trade names, logo types and other commercial symbols presently registered on the Principal Register of the United States Patent and Trademark Office, and has licensed these trademarks to Chick-fil-A for sublicense to others to use.

Mark	Registration / Application	Registration / Application
	Number	Date*
Authentic Originals Logo	7,255,003	12/26/2023
Block C Logo	4,213,524	09/25/2012
Block C Logo	7,018,860	04/04/2023
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	7,018,859	04/04/2023
Chick-fil-A	98/403,995**	02/13/2024
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	7,019,097	04/04/2023
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Code Moo	97/809,829**	02/24/2023
Coma Más Chikin	97/882,890**	04/11/2023
Cool Wrap	2,415,376	12/26/2000

Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	7,274,314	01/16/2024
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023
Delivery From Us to You & Design	6,569,305	11/23/2021
Delivery Pin Design	98/360,588**	01/17/2024
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (Stylized)	98/112,871**	02/13/2023
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	7,026,679	04/11/2023
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	7,224,738	11/21/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	98/430,584**	03/02/2024
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	7,196,209	10/17/2023
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
Waffle Fry Heart Design	98/349,346**	01/09/2024
Waffle Fry Heart Design	98/349,350**	01/09/2024
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
Zi Fei Le (Traditional Chinese Characters)	98/297,187**	12/04/2023

^{*} Any required affidavits and renewals pertaining to these Marks have been filed. License Program FDD 35

** An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

As of January 1, 2001, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, confidential information, inventions and patents used in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Licensees, under a license agreement. The initial term of the license agreement is one year, and the term renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or license the use of CFA Properties' trademarks.

There are no currently effective material determinations of the United States Patent and Trademark Office ("PTO"), the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigations, involving the above-identified marks that are relevant to the marks' use in this state or any other state. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

Chick-fil-A has the right to protect any or all of CFA Properties' trademarks at its own expense, including those listed above. CFA Properties may seek to enhance the protection of any of its intellectual property from by filing trademark applications. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties' trademarks. The License Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending the trademarks, but we have no obligation to pay to you any damages or costs recovered in such a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving the trademarks. Upon any termination of your License Agreement, you must immediately cease all use of CFA Properties' trademarks.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of CFA Properties' trademarks.

<u>Item 14</u>

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

CFA Properties owns a number of issued U.S. utility patents relating to restaurant operations which you will be licensed to use in the operation of your Chick-fil-A Licensed Unit:

Patent Title	Description	Patent No.	Issue Date
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,573,117	11/05/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,726,792	05/20/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,997,634	04/07/2015
Distributed Computing Entity For Detecting Discrepancies Between Calculations Performed By Various Processing Instances	The invention relates to a distributed computing system and comprises a network accessible sales tax calculation engine.	11,475,430	10/18/2022
Modular Humidity Control and Heat Preservation System	The invention relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	11,604,027	03/14/2023
Automated Food Preparation System	The invention relates to an automated gantry frying system that retrieves baskets from a fryer and ejects the contents.	11,633,065	04/25/2023
Object Detection-Based Control of Projected Content	This invention relates to a process for triggering projected displays can comprise determining that an RFID device has moved within a predetermined range of a first interrogator, wherein the RFID device is carried by a user.	11,755,851	09/12/2023
Capacitive Touch Surface	This invention to capacitive touch surfaces secured on a wall or on movable objects, like large, climbable blocks.	11,755,158	09/12/2023

Automated Food Coating System	This invention relates to an automated food coating system that allows for automated coating and automated removal of prepped food items.	11,896,045	02/13/2024
Food Transportation and Humidity Control Elements	This invention relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	11,918,153	03/05/2024

Additionally, CFA Properties owns a number of pending US and PCT applications for utility patents which you will be licensed to use in the operation of your Chick-fil-A Licensed Unit:

Patent Title	Description	Serial No.	Publication Date
Automated Food Coating System	This application relates to an automated food coating system that allows for automated preparation and of food items.	WO 2022/094194	05/05/2022
Food Transportation And Humidity Control Elements	This invention relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a frozen fluid, such as an ice pack.	2020-0120958	04/23/2020
Training Machine Learning Models for Automated Composition Generation	This application relates to analyzing the interests of a child based on various "interaction data" and then generates content outputs in response to those inputs.	2021-0056376	02/25/2021
Food Transportation And Humidity Control Elements	This Chinese application relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	CN116848363 A	10/03/2023
Food Transportation And Humidity Control Elements	This Hong Kong application relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	40097892 A	03/22/2024
Removable Tiered Basket	This international application relates to a fry basket with removable and replaceable tiers	WO 2023/192501	10/05/2023

Patent Title	Description	Serial No.	Publication Date
Automated Food Coating System	This application relates to an automated food coating system that allows for automated coating of food items.	2023-0172255	06/08/2023
Removable Tiered Basket	This application relates to a fry basket with removable and replaceable tiers.	2023-0309750	10/05/2023
Capacitive Touch Surface	This application relates to capacitive touch surfaces secured on a wall or on movable objects, like large, climbable blocks.	2023-0367434	11/16/2023
Object Detection-Based Control Of Projected Content	This application relates to a process for triggering projected displays can comprise determining that an RFID device has moved within a predetermined range of a first interrogator, wherein the RFID device is carried by a user.	2024-0028844	01/25/2024
Automated Condiment Dispenser	This application relates to an automated condiment dispenser.	18/423,887	
System For Assisting With Loading And Unloading Objects	This application relates to an apparatus of lifting and lowering fryer baskets.	18/416,996	

As described in Item 13, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets and confidential information, and the right to make, use, offer for sale and sell the inventions of each patent and patent application, in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Licensees, under a license agreement. The initial term of the license agreement is one year and then renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties patents.

Chick-fil-A has no actual knowledge of any court proceeding or decision, any pending infringement or validity challenge, or any other pending material litigation involving any CFA Properties patent.

Chick-fil-A has the sole right to protect and enforce any or all of CFA Properties' patents at Chick-fil-A's own expense, including the patent assets listed above. CFA Properties may protect its intellectual property by filing applications, including patent applications. Chick-fil-A has the sole right to determine to file a patent application, continue or end prosecution of a pending patent application, and/or to continue or end payment of maintenance fees for any patent. You must notify Chick-fil-A immediately when you learn about possible infringement of a CFA Properties patent and/or inventions of any CFA Properties patent application. The License Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending patents, but we have no obligation to pay to you any

damages and costs recovered in such a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving patents. Upon any termination of your License Agreement, you must immediately cease all use of CFA Properties' patents and/or the inventions of patent applications.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of any CFA Properties patent and/or the inventions of patent applications.

<u>Proprietary Information</u>: As also described in Item 13, CFA Properties owns proprietary rights to, and has licensed to Chick-fil-A the right to use and to sublicense others to use, a number of the products that Chick-fil-A sells and the ingredients and preparation techniques and methods used in preparing them, as well as all development and research records, market research data and information contained in Chick-fil-A's operations, marketing or orientation manuals, or other materials or documents given to you by Chick-fil-A or treated by Chick-fil-A as confidential. Chick-fil-A's seasoning and seasoned coater are two of these primary proprietary items.

The License Agreement requires you to acknowledge that you are likely to be given access to Chick-fil-A's trade secrets, confidential information and other proprietary matters, that this information is proprietary and that its protection is necessary for the proficient and standardized operation of all Chick-fil-A Restaurants.

The License Agreement further requires you to agree that you will not, during the time you are operating a Chick-fil-A Licensed Unit or at any time afterward, without the express prior written consent of Chick-fil-A, publish or disclose to anyone or use other than as approved or required by Chick-fil-A, any of Chick-fil-A's confidential information that is a trade secret under the License Agreement, including under any mandated definition under laws and decisions of the State of Georgia, or that is a trade secret of CFA Properties under any mandated definition under laws and decisions of the State of Delaware. Trade secrets include information or data of or about Chick-fil-A (including confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential licensees and franchised operators, customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. You must also abide by the same covenant as to Chick-fil-A's other confidential information, but only during the term of your License Agreement and for a period of two years following any expiration or termination of that Agreement (or in the case of your employees who are managers or supervisors of your Chick-fil-A Licensed Unit(s) during the term of employment and for a period of three years thereafter). If you are a Food Service Provider, you are required to obtain similar covenants from any Third Party involved in the operation of your Chick-fil-A Licensed Unit, the employees of such Third Parties who will be involved in the Chick-fil-A Licensed Unit and all other persons working in your Chick-fil-A Licensed Unit operated by a Third Party.

Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties trade secrets, confidential information and other proprietary matters.

<u>Copyrights</u>: Every CFA Properties original work of authorship fixed in a tangible medium of expression is protected by copyright law. Chick-fil-A has the sole right to determine whether to register any copyright-protected work. For example, CFA Properties owns copyrights in the orientation and operations manuals and materials as well as video tapes used in training and other items, including, without limitation, certain advertising, promotional and marketing items and materials which CFA Properties has licensed to Chick-fil-A for its own use and to sublicense to others to use.

There currently are no effective determinations of the United States Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or

sublicense the use of any CFA Properties copyrighted materials. Further, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state.

<u>Item 15</u>

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The License Agreement requires you at all times during the term of the License Agreement, and at your own cost, to use diligent efforts to advance the reputation of Chick-fil-A and Chick-fil-A brand products and to develop and enhance consumer awareness of Chick-fil-A brand products and Chick-fil-A's proprietary marks. You must maintain at least two management-level employees at each Licensed Site whose duties include the Chick-fil-A Licensed Unit and who have attended, and completed to Chick-fil-A's satisfaction, Chick-fil-A's training program. Managers and supervisors of Chick-fil-A Licensed Unit(s) are required to enter into a confidentiality agreement as described in Item 14.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Chick-fil-A requires you to offer and sell only the Chick-fil-A brand products and other items that Chick-fil-A has approved. (See Item 8.) If you desire to sell other products in your Chick-fil-A Licensed Unit, you must request and receive written permission from Chick-fil-A before doing so. Under the terms of the License Agreement, you are prohibited from using or occupying the premises of your Chick-fil-A Licensed Unit for any purpose other than operating your Chick-fil-A Licensed Unit.

You must offer all products that you and Chick-fil-A designate as core menu items on Addendum B to your License Agreement. (See Exhibits "B-1" and "B-2" to this Disclosure Document). Chick-fil-A has the right to add additional products to the list of products that you are required to sell.

<u>Item 17</u>

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the License Agreement and related agreements. You should read these provisions in the Agreements attached to this Disclosure Document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	2	To be determined by Chick-fil-A prior to the execution of your License Agreement based on a variety of factors including, without limitation, Chick-fil-A's assessment of the licensing opportunity, the nature of the Licensed Site, the extent of your ability and contractual right, if any, to operate the Licensed Unit at the Licensed Site for a defined or otherwise predictable period of time, and chick-fil-A's past economic and operational experiences at similar licensed site locations.
b. Renewal or extension of term	2	No right to extend or renew. In the exercise of its sole and exclusive business judgment (which may include, without limitation, its assessment of your performance under the License Agreement, your ability and contractual right, if any, to continue to operate at the Licensed Site, and your past economic and operational performance of the Licensed Unit), chick-fil-A may decide, but is under no contractual obligation, to offer you a new license agreement to operate the Licensed Unit for an additional period of time beyond the expiration of the License Agreement.
c. Requirements for franchisee to renew or extend	2	No right to extend or renew. If Chick-fil-A does decide to offer you a new license, such an offer, if any, will be made in the form of Chick-fil-A's then-current form of license agreement (which may include new terms, conditions and fees) and may be conditioned upon, among other things, your refurbishment and remodeling of each Licensed Unit to Chick-fil-A's then-current standards and specifications.
D. Termination by franchisee	8	You can terminate the License Agreement upon Chick-fil-A's failure to cure a material breach of the License Agreement within 30 days of you providing notification of such breach (or, depending upon the nature of the breach, such longer period as may be required to complete a cure). You also can terminate the License Agreement if Chick-fil-A makes a material misrepresentation or false statement under the License Agreement upon 10 days' prior written notice.
e. Termination by franchisor without cause	Not applicable	Not applicable.

Provision	Section in franchise or other agreement	Summary	
f. Termination by franchisor with cause	8	We can terminate the License Agreement with cause. Depending on the reason for termination, we may not provide you with an opportunity to cure. See this Item 17(g) and (h) for further description.	
g. "Cause" defined – curable defaults	8	Breach of material duties or covenants of License Agreement; damage to goodwill or reputation of Chick-fil-A; failure to comply with hours of operation; continuance of operation materially impaired; loss of Licensed Site; failure to comply with government regulation; failure to comply with Chick-fil-A's standards and specifications.	
h. "Cause" defined – non-curable defaults	8	Material misrepresentations regarding the License Agreement; conviction of a felony or crime of moral turpitude; conversion or embezzlement; misrepresentation or failure to make a material disclosure to Chick-fil-A or any governmental authority or in any offer or sale of securities related to a Licensed Unit; continuance of operation of substantially all of Licensed Units materially impaired; understatement of gross receipts by 5% or more on two or more occasions; insolvency, bankruptcy or appointment of receiver; the operation of the Licensed Unit or the license granted to you is frustrated or materially impaired by any law or civil or military authority or acts of God, war or civil disorders, the existence or declaration of a pandemic or epidemic, or by labor union activity.	
i. Franchisee's obligations on termination/non-renewal	8	Obligations include: immediately change your Chick-fil-A Licensed Site to a different use; pay Chick-fil-A all sums due; cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, and return all manuals and other information to Chick-fil-A; obey the terms of any covenant not to compete with Chick-fil-A; and others.	
j. Assignment of contract by franchisor	9	No restriction on Chick-fil-A's right to assign.	
k. "Transfer" by franchisee - defined	9	Includes any assignment of your License Agreement or sale of your interest in your License Agreement.	
Franchisor approval of transfer by franchisee	9	No transfer allowed without Chick-fil-A's prior written approval.	
m. Conditions for franchisor's approval of transfer	9	Chick-fil-A has the right, but not the obligation, to approve a transfer.	
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.	

Provision	Section in franchise or other agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Not applicable	Not applicable.
q. Non-competition covenants during the term of the franchise	7	You may not anywhere within the Licensed Site where the Licensed Unit is located, directly or indirectly, sell any other nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to the products offered by you at the Licensed Unit as part of the Chick-fil-A system. Additionally, you may not disclose any of Chick-fil-A's trade secrets and confidential information.
r. Non-competition covenants after the franchise is terminated or expires	7	Following any expiration or termination of your License Agreement, you may not for a period of 12 months at the former Licensed Site, directly or indirectly, alone or in conjunction with any other person (including, where applicable, a Third Party Operator) sell any other nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to the products offered previously by you at the Licensed Unit as part of the Chick-fil-A system.
s. Modification of the agreement	11	The License Agreement may only be modified by the execution of a written agreement between both parties. The orientation and operations manuals and materials are subject to change at any time.
t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to state law, see Exhibit "G"). Any promises or statements not in the License Agreement or in this Disclosure Document should not be relied upon. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	10	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "G").
w. Choice of law*	10	Georgia law applies (subject to state law, see Exhibit "G").

A provision in the License Agreement that terminates the License Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq*.

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the franchise agreement to address inconsistencies between the franchise agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit "G" to this Disclosure Document.

Item 18

PUBLIC FIGURES

Chick-fil-A does not use any public figure to promote its franchises.

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.

As of December 31, 2023, there were approximately 2,964 domestic Chick-fil-A Restaurants open and operating, including approximately 2,552 domestic company-operated and franchised Operator Chick-fil-A Restaurants and 412 domestic Chick-fil-A Licensed Units. The domestic Chick-fil-A Restaurants which are operated by Chick-fil-A and Chick-fil-A Operators, and their annual sales volumes are not the subject of these Financial Performance Representations.

As of December 31, 2023, all 412 domestic Chick-fil-A Licensed Units were being operated by independent, franchised Licensees. Approximately 384 of those 412 domestic Chick-fil-A Licensed Units being operated by Licenses had been open for at least one full calendar year as of December 31, 2023 and had been open for at least one full calendar year. The 384 domestic Chick-fil-A Licensed Units that had been open for at least one full calendar year as of December 31, 2023 and their annual sales volumes are the subject of these Financial Performance Representations and discussed below.

In 2023, of the 384 domestic Licensed Units open for at least one full calendar year, 300 Licensed Units are located on college or university campuses. The median annual sales volume of domestic Licensed Units located on college or university campuses that were open at least one year as of December 31, 2023 was \$1,110,784 and the average annual sales volume was \$1,327,108 with 115 of the 300 or 38% that did as well or better than \$1,327,108 in annual sales. The highest and lowest annual sales volume for these college and university Chick-fil-A Licensed Unit locations open for at least one full calendar year in 2023 was \$5,618,437 and \$220,113, respectively. Approximately 11% of these locations had annual sales volumes less than \$500,000; approximately 17% had annual sales volumes between \$500,000 and \$750,000 and \$1,000,000; approximately 40% had annual sales volumes between \$1,000,000 and \$2,000,000; and approximately 17% had annual sales volumes in excess of \$2,000,000.

In 2023, of the 384 domestic Licensed Units open for at least one full calendar year, 84 Licensed Units are located at hospitals, businesses, industries or airports. The median annual sales volume of

domestic Licensed Units located at hospitals, businesses, industries or airports that were open at least one year as of December 31, 2023 was \$2,735,551, and the average annual sales volume was \$3,278,264 with 35 of the 84 or 42% that did as well or better than \$3,278,264 in annual sales. The highest and lowest annual sales volume for these hospital, business, industry and airport Chick-fil-A Licensed Unit locations open for at least one full calendar year in 2023 was \$10,642,104 and \$125,154, respectively. Approximately 11% of these locations had annual sales volumes less than \$1,000,000; approximately 28% had annual sales volumes between \$1,000,000 and \$2,000,000; approximately 29% had annual sales volumes between \$2,000,000 and \$4,000,000; and approximately 32% had annual sales volumes in excess of \$4,000,000.

During the calendar year ending December 31, 2023, 4 domestic Licensed Units located on college or university campuses permanently closed, of which 0 had been open for less than 12 months, and 4 domestic Licensed Units located at a hospital, business, industry or airport permanently closed, of which 0 had been open for less than 12 months.

For purposes of the financial performance representations set forth above, the term "annual sales volume" includes a Chick-fil-A Licensed Unit's entire gross receipts (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Chick-fil-A Licensed Unit during the applicable calendar year, whether for cash or on a charge, credit or time basis, including sales and services (i) where orders originate and/or are accepted at or in the Chick-fil-A Licensed Unit, or (ii) pursuant to telephone or other similar orders received or filled at or in the Chick-fil-A Licensed Unit.

The financial performance representations set forth above are based upon a total of 385 domestic Chick-fil-A Licensed Units that were open for at least one year as of December 31, 2023, of which 301 were located on college or university campuses and 84 were located at hospitals, businesses, industries or airports. Both domestic Chick-fil-A Licensed Units located on college or university campuses and domestic Chick-fil-A Licensed Units located at hospitals, businesses, industries or airports are similar with respect to their operations and receive similar services from Chick-fil-A. Because domestic Chick-fil-A Licensed Units located on college or university campuses and domestic Chick-fil-A Licensed Units located at hospitals, businesses, industries or airports achieve generally different levels of financial performance, financial performance representations have been included for each type of unit in order to provide information relevant to prospective Licensees.

Some Chick-fil-A Licensed Units have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

You are urged to consult with appropriate financial, business and legal advisors in connection with the information set forth in this analysis.

A new Licensee's individual financial results may differ from the results stated in the Financial Performance Representations for the reasons stated below.

The Financial Performance Representations do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The best source of cost and expense data may be from Licensees and former Licensees, some of whom may be listed in Item 20.

Individual Licensees are likely to experience annual sales volume variations. A Chick-fil-A Licensed Unit's physical location within any particular geographic area, a Chick-fil-A Licensed Unit's physical location among different geographic areas of the country, the operational skill and the management methods employed by a Licensee, and menu price variations may significantly affect the sales realized in any given

operation.

Written substantiation of the data used in preparing the Financial Performance Representations will be made available to you upon reasonable request.

Chick-fil-A may provide you with supplemental information relating to the projected sales of a Chick-fil-A Licensed Unit at a specific location (the "Supplemental Information"). Any such Supplemental Information will be in writing and will explain how it differs from the information contained in this Item 19.

Other than the preceding Financial Performance Representations and any Supplemental Information provided to you, as described above, Chick-fil-A does 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. With regard to 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 Chris Arbery, Officer VP, Legal – Employment, Franchise and Litigation, telephone number (404) 765-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

<u>Item 20</u>

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2021 TO 2023

CHICK-FIL-A LICENSED UNITS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2021	390	393	+3
Licensed	2022	393	395	+2
	2023	395	412	+17
	2021	0	0	0
Company Owned	2022	0	0	0
	2023	0	0	0
	2021	390	393	+3
Total Outlets	2022	393	395	+2
	2023	395	412	+17

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

Outlet Type	Year	Outlets at the	Outlets at the	Net Change
		Start of the Year	End of the Year	
	2021	2152	2242	+90
Franchised	2022	2230	2338	+108
	2023	2331	2494	+163
	2021	57	69	+12
Company Owned	2022	81	73	-8
	2023	80	58	-22
	2021	2209	2311	+102
Total Outlets	2022	2311	2411	+100
	2023	2411	2552	+141

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR OR AN AFFILIATE) FOR YEARS 2021 TO 2023

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
	2021	0
All States	2022	0
	2023	0
	2021	0
Total	2022	0
	2023	0

<u>Note</u>: For purposes of the above table, a "transfer" means the acquisition of a Chick-fil-A Licensed Unit, during its term, by a person other than Chick-fil-A or an affiliate.

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Number of Transfers
	2021	0
All States	2022	0
	2023	0
	2021	0
Total	2022	0
	2023	0

<u>Note</u>: For purposes of the above table, a "transfer" means the acquisition of a franchised Chick-fil-A Restaurant business, during its term, by a person other than Chick-fil-A or an affiliate.

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2021 TO 2023

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	14	1	0	0	0	0	15
AL	2022	15	0	0	0	0	0	15
	2023	15	1	0	0	0	0	16
	2021	7	0	0	0	0	0	7
AZ	2022	7	0	0	0	0	0	7
	2023	7	1	0	0	0	0	8
	2021	12	0	0	0	0	0	12
AR	2022	12	0	0	0	0	0	12
	2023	12	0	2	0	0	0	10
	2021	4	0	0	0	0	0	4
CA	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
	2021	2	0	0	0	0	0	2
CO	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2021	1	0	0	0	0	0	1
CT	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	2	0	0	0	0	0	2
DE	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2021	5	0	0	0	0	0	5
DC	2022	5	0	1	0	0	0	4
	2023	4	1	0	0	0	0	5
	2021	25	2	1	0	0	0	26
FL	2022	26	0	0	0	0	0	26
	2023	26	3	1	0	0	0	28
	2021	24	0	1	0	0	0	23
GA	2022	23	1	1	0	0	0	24
	2023	24	1	0	0	0	0	25

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	3	1	0	0	0	0	4
ID	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2021	7	0	0	0	0	0	7
IL	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2021	8	0	0	0	0	0	8
IN	2022	8	1	0	0	0	0	9
	2023	9	1	0	0	0	0	10
	2021	5	0	0	0	0	0	5
KS	2022	5	0	0	0	0	0	5
	2023	5	0	1	0	0	0	4
	2021	12	0	0	0	0	0	12
KY	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
LA	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2021	8	0	1	0	0	0	7
MD	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2021	4	0	0	0	0	0	4
MI	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2021	5	0	0	0	0	0	5
MN	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2021	10	1	1	0	0	0	10
MS	2022	10	0	1	0	0	0	9
	2023	9	2	0	0	0	0	11
	2021	10	0	0	0	0	0	10
MO	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	3	0	0	0	0	0	3
NE	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
	2021	1	0	0	0	0	0	1
NV	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	3	0	0	0	0	0	3
NJ	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
	2021	2	0	0	0	0	0	2
NM	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
NY	2022	1	1	0	0	0	0	2
	2023	2	5	0	0	0	0	7
	2021	26	0	0	0	0	0	26
NC	2022	26	0	0	0	0	0	26
	2023	26	0	2	0	0	0	24
	2021	0	1	0	0	0	0	1
ND	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	8	0	0	0	0	0	8
ОН	2022	8	0	1	0	0	0	7
	2023	7	2	1	0	0	0	8
	2021	14	0	2	0	0	0	12
OK	2022	12	0	1	0	0	0	11
	2023	11	1	0	0	0	0	12
	2021	19	2	1	0	0	0	20
PA	2022	20	2	0	0	0	0	22
	2023	22	1	0	0	0	0	23
	2021	18	0	0	0	0	0	18
SC	2022	18	1	1	0	0	0	18
	2023	18	1	0	0	0	0	19

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	2	0	0	0	0	0	2
SD	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2021	20	1	0	0	0	0	21
TN	2022	21	1	0	0	0	0	22
	2023	22	0	0	0	0	0	22
	2021	65	1	0	0	0	0	66
TX	2022	66	0	0	0	0	0	66
	2023	66	0	0	0	0	0	66
	2021	4	0	0	0	0	0	4
UT	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2021	19	1	0	0	0	0	20
VA	2022	20	1	1	0	0	0	20
	2023	20	1	0	0	0	0	21
	2021	4	0	0	0	0	0	4
WV	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2021	390	11	8	0	0	0	393
Totals	2022	393	8	6	0	0	0	395
	2023	395	25	8	0	0	0	412

Notes:

- 1. All numbers for "Outlets at Start of the Year" in the preceding table are as of the beginning of each fiscal year. All numbers for "Outlets at End of the Year" in the preceding table are as of the end of each fiscal year.
- 2. For purposes of the above table, "Opened" reflects the total number of Chick-fil-A Licensed Units opened in each state during each fiscal year, including both new licensed units and company-owned licensed units purchased by a Licensee from Chick-fil-A.
- 3. For purposes of the above table, "Terminations" reflects the total number of License Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the License Agreement's term and without providing any consideration to the Licensee (whether by payment, forgiveness or assumption of debt, or new Chick-fil-A Licensed Unit opportunity).

$\frac{\text{TABLE NO. 3}}{\text{STATUS OF FRANCHISE OUTLETS FOR YEARS 2021 TO 2023}}$ CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	70	8	0	0	5	1	72
AL	2022	71	1	0	0	1	0	71
	2023	72	4	0	0	5	1	70
	2021	35	1	0	0	1	0	35
AZ	2022	35	3	0	0	1	1	36
	2023	36	8	0	0	6	1	37
	2021	21	1	0	0	1	0	21
AR	2022	21	3	0	0	0	2	22
	2023	23	2	0	0	1	1	23
	2021	128	17	0	0	1	1	143
CA	2022	143	15	0	0	8	0	150
	2023	149	21	0	0	4	1	165
	2021	50	3	0	0	4	2	47
CO	2022	47	4	0	0	4	0	47
	2023	47	5	0	0	0	0	52
	2021	9	2	0	0	0	0	11
CT	2022	11	0	0	0	0	0	11
	2023	11	3	0	0	1	0	13
	2021	5	0	0	0	0	0	5
DC	2022	5	2	0	0	1	0	6
	2023	6	1	0	0	0	0	7
	2021	10	4	0	0	1	0	13
DE	2022	13	0	0	0	0	0	13
	2023	12	1	0	0	0	0	13
	2021	184	18	0	0	9	3	190
FL	2022	190	14	1	0	8	1	194
	2023	191	21	0	0	6	0	206
	2021	201	7	0	0	10	5	193
GA	2022	193	16	0	0	9	0	200
	2023	198	18	0	0	10	2	204
	2021	0	0	0	0	0	0	0
HI	2022	0	2	0	0	0	0	2
	2023	2	2	0	0	0	0	4

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	6	0	0	0	0	0	6
ID	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2021	41	7	0	0	2	0	46
IL	2022	46	6	0	0	4	0	48
	2023	48	9	0	0	5	1	51
	2021	32	7	0	0	3	0	36
IN	2022	36	7	0	0	2	0	41
	2023	42	4	0	0	1	0	45
	2021	15	0	0	0	3	0	12
IA	2022	12	2	0	0	1	0	13
	2023	13	0	0	0	0	0	13
	2021	14	3	0	0	1	0	16
KS	2022	16	2	0	0	0	0	18
	2023	18	2	0	0	2	1	17
	2021	31	1	0	0	2	0	30
KY	2022	30	4	0	0	0	0	34
	2023	34	4	0	0	1	0	37
	2021	33	5	0	0	3	2	33
LA	2022	34	9	0	0	2	1	40
	2023	40	8	0	0	3	0	45
	2021	1	1	0	0	0	0	2
ME	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2021	72	6	0	0	5	0	73
MD	2022	73	3	0	0	1	1	74
	2023	74	7	0	0	1	0	80
	2021	16	1	0	0	1	0	16
MA	2022	16	2	0	0	1	0	17
	2023	17	0	0	0	0	0	17
	2021	10	6	0	0	1	0	15
MI	2022	15	6	0	0	0	0	21
	2023	21	3	0	0	0	0	24
	2021	16	2	0	0	2	0	16
MN	2022	16	4	0	0	1	0	19
	2023	19	2	0	0	0	0	21

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	23	1	0	0	0	0	24
MS	2022	24	7	0	0	2	0	29
	2023	29	1	0	0	0	0	30
	2021	30	0	0	0	2	0	28
MO	2022	28	4	0	0	1	0	31
	2023	31	5	0	0	1	0	35
	2021	1	0	0	0	0	0	1
MT	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2021	8	0	0	0	0	0	8
NE	2022	8	0	0	0	1	0	7
	2023	7	2	0	0	1	0	8
	2021	10	4	0	0	1	1	12
NV	2022	12	3	0	0	0	0	15
	2023	15	1	0	0	0	0	16
	2021	2	0	0	0	0	0	2
NH	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2021	39	11	0	0	4	1	45
NJ	2022	44	11	0	0	7	1	47
	2023	47	7	0	0	3	0	51
	2021	12	0	0	0	0	0	12
NM	2022	12	0	0	0	0	0	12
	2023	12	2	0	0	3	0	11
	2021	140	14	0	0	4	2	148
NC	2022	147	11	0	0	2	0	156
	2023	155	11	0	0	3	0	163
	2021	2	1	0	0	0	0	3
ND	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2021	24	4	0	0	0	0	28
NY	2022	28	8	0	0	1	0	35
	2023	35	5	0	0	0	0	40
	2021	58	9	0	0	2	1	64
ОН	2022	63	7	0	0	2	0	68
	2023	68	6	0	0	2	0	72

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	36	1	0	0	2	0	35
OK	2022	34	2	0	0	2	0	34
	2023	34	5	0	0	0	0	39
	2021	6	1	0	0	0	0	7
OR	2022	7	2	0	0	0	0	9
	2023	9	1	0	0	0	0	10
	2021	66	4	0	0	3	0	67
PA	2022	67	4	0	0	1	1	69
	2023	69	10	0	0	1	0	78
	2021	1	0	0	0	0	0	1
RI	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	78	2	0	0	2	1	77
SC	2022	77	7	0	0	4	0	80
	2023	80	2	0	0	1	0	81
	2021	0	1	0	0	0	0	1
SD	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	70	3	0	0	2	0	71
TN	2022	71	2	0	0	0	0	73
	2023	72	7	0	0	1	0	78
	2021	362	29	0	0	12	2	377
TX	2022	376	31	0	0	15	5	387
	2023	388	39	0	0	12	0	415
	2021	26	2	0	0	0	0	28
UT	2022	28	0	0	0	3	0	25
	2023	24	5	0	0	2	0	27
	2021	110	6	0	0	2	1	113
VA	2022	112	4	0	0	4	0	112
	2023	111	14	0	0	6	0	119
	2021	16	3	0	0	0	0	19
WA	2022	19	0	0	0	0	0	19
	2023	19	2	0	0	0	0	21
	2021	18	0	0	0	1	0	17
WV	2022	17	0	0	0	2	0	15
	2023	15	3	0	0	2	0	16

	Year	Outlets at Start of Year	Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2021	13	3	0	0	0	0	16
WI	2022	16	3	0	0	0	0	19
	2023	19	1	0	0	0	0	20
	2021	1	0	0	0	0	0	1
WY	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	2152	205	0	0	92	23	2242
Totals	2022	2230	213	1	0	91	13	2338
	2023	2331	255	0	0	84	8	2494

Notes:

- 1. All numbers for "Outlets at Start of the Year" in the preceding table are as of the beginning of each fiscal year. All numbers for "Outlets at End of the Year" in the preceding table are as of the end of each fiscal year.
- 2. For purposes of the above table, "Opened" reflects the total number of franchised Chick-fil-A Restaurants opened in each state during each fiscal year, including both new restaurants and company-owned restaurant operations purchased by an Operator from Chick-fil-A.
- 3. For purposes of the above table, "Terminations" reflects the total number of Franchise Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the Franchise Agreement's term and without providing any consideration to the Operator (whether by payment, forgiveness or assumption of debt, or new franchised Chick-fil-A Restaurant opportunity).

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021 TO 2023

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2021	0	0	0	0	0	0
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

<u>Note:</u> Neither Chick-fil-A nor any affiliate opened, reacquired, closed or sold any Chick-fil-A Licensed Units during the 2021, 2022 and 2023 calendar years.

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TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021 TO 2023

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2021	0	0	5	4	1	0
AL	2022	1	0	1	1	0	1
	2023	0	0	6	1	2	3
	2021	0	0	1	0	0	1
AZ	2022	1	0	2	0	2	1
	2023	1	0	7	0	4	4
	2021	2	0	1	1	1	1
AR	2022	1	0	1	0	0	2
	2023	1	0	2	1	0	2
	2021	2	0	2	0	1	3
CA	2022	3	0	8	0	6	5
	2023	6	0	5	0	8	3
	2021	2	0	6	3	2	3
CO	2022	3	0	4	0	3	4
	2023	4	0	0	0	4	0
	2021	1	0	0	0	1	0
CT	2022	0	0	0	0	0	0
	2023	0	0	1	0	1	0
	2021	0	0	0	0	0	0
DC	2022	0	0	1	0	1	0
	2023	0	0	0	0	0	0
	2021	1	0	1	0	2	0
DE	2022	0	0	0	0	0	0
	2023	1	0	0	0	1	0
	2021	5	0	11	5	4	7
FL	2022	7	0	10	3	8	6
	2023	8	0	6	4	4	6
	2021	3	0	14	5	4	8
GA	2022	10	0	13	9	7	7
	2023	9	0	12	8	6	7
	2021	1	0	2	0	0	3
IL	2022	3	0	4	1	4	2
	2023	2	0	6	0	4	4
	2021	2	0	3	0	3	2
IN	2022	2	0	2	1	2	1
	2023	0	0	1	0	1	0

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CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of	Outlets Opened	Outlets Reacquired	Outlets Closed	Outlets Sold to	Outlets at End of the Year
		Year	1	From Franchisees		Franchisees	
IA	2021	0	0	3	0	0	3
	2022	3	0	1	1	1	2
	2023	2	0	0	0	0	2
	2021	1	0	1	0	2	0
KS	2022	0	0	0	0	0	0
	2023	0	0	3	0	2	1
	2021	0	0	2	1	0	1
KY	2022	1	0	0	0	1	0
	2023	0	0	1	0	1	0
LA	2021	1	0	5	1	3	2
	2022	1	0	3	1	2	1
	2023	1	0	3	0	3	1
	2021	3	0	5	3	3	2
MD	2022	2	0	2	0	2	2
	2023	2	0	1	0	2	1
	2021	0	0	1	0	1	0
MA	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
	2021	0	0	1	0	0	1
MI	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
	2021	0	0	2	0	1	1
MN	2022	1	0	1	0	1	1
	2023	1	0	0	0	0	1
	2021	2	0	0	0	1	1
MS	2022	1	0	3	2	2	0
	2023	0	0	0	0	0	0
	2021	0	0	2	0	0	2
МО	2022	2	0	1	0	1	2
	2023	2	0	1	0	3	0
	2021	0	0	0	0	0	0
NE	2022	0	0	1	0	0	1
	2023	1	0	1	0	2	0
NV	2021	0	0	2	0	1	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
NJ	2021	2	0	5	0	4	3
	2022	4	0	8	0	7	5
	2023	5	0	3	1	4	3
	2021	0	0	0	0	0	0
NM	2022	0	0	0	0	0	0
	2023	0	0	3	0	1	2

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at	Outlets	Outlets	Outlets	Outlets Sold	Outlets at End
		Start of	Opened	Reacquired	Closed	to	of the Year
		Year		From		Franchisees	
	2021		0	Franchisees	4	2	
	2021	6	0	6	4	3	5
NC	2022	6	0	2	1	4	3
	2023	4	0	3	1	2	4
<u> </u>	2021	0	0	0	0	0	0
NY	2022	0	0	1	0	0	1
	2023	1	0	0	0	1	0
	2021	2	0	3	0	3	2
ОН	2022	3	0	2	2	3	0
	2023	0	0	2	0	2	0
	2021	1	0	1	1	0	1
OK	2022	1	0	2	0	1	2
	2023	2	0	0	0	0	2
	2021	7	0	3	3	1	6
PA	2022	6	0	2	2	1	5
	2023	6	0	1	0	6	1
	2021	1	0	3	1	2	1
SC	2022	1	0	4	2	1	2
	2023	2	0	1	3	0	0
	2021	3	0	2	2	1	2
TN	2022	2	0	0	1	0	1
	2023	2	0	1	0	2	1
	2021	5	0	14	5	7	7
TX	2022	8	0	20	7	14	7
	2023	6	0	12	2	12	4
	2021	1	0	0	0	1	0
UT	2022	0	0	3	0	0	3
	2023	4	0	2	0	4	2
	2021	3	0	3	2	1	3
VA	2022	4	0	4	4	1	3
	2023	4	0	6	0	9	1
WV	2021	1	0	1	0	0	2
	2022	2	0	3	2	1	2
	2023	2	0	2	0	2	2
	2021	0	0	1	1	0	0
WY	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2021	57	0	106	41	57	69
Totals	2022	81	0	109	40	77	73
	2023	80	0	92	21	93	58

Notes:

- 1. All numbers for "Outlets at Start of the Year" in the preceding table are as of the beginning of each fiscal year. All numbers for "Outlets at End of the Year" in the preceding table are as of the end of each fiscal year.
- 2. For purposes of the above table, "Opened" reflects the total number of company-owned Chick-fil-A Restaurants opened in each state during each fiscal year.
- 3. For purposes of the above table, "Outlets Reacquired from Franchisees" includes all instances where a Chick-fil-A Restaurant is transferred from an Operator to Chick-fil-A for any reason. These figures include, among other things, all instances where an Operator voluntarily terminates a Franchise Agreement in order to obtain a commitment to be franchised to operate a different Chick-fil-A Restaurant, the Franchise Agreement is terminated by Chick-fil-A, an Operator or by mutual consent, or an Operator otherwise leaves the Chick-fil-A system.

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2023

CHICK-FIL-A LICENSED UNITS

State	License	Projected New	Projected New Company-	
	Agreements	Franchised Outlets In	Owned Outlets In the Next	
	Signed But Outlet	The Next Fiscal Year	Fiscal Year	
	Not Opened			
Alabama	0	2	0	
Arkansas	0	1	0	
California	0	2	0	
Florida	2	4	0	
Georgia	0	1	0	
Illinois	0	1	0	
Massachusetts	0	1	0	
Michigan	1	1	0	
Montana	1	1	0	
New Jersey	0	1	0	
New York	1	4	0	
North Carolina	0	1	0	
Pennsylvania	0	1	0	
South Carolina	0	1	0	
Tennessee	0	1	0	
Virginia	0	1	0	
Washington DC	0	1	0	
Wyoming	0	1	0	
Total	5	26	0	

Note: Chick-fil-A does not intend to open any company-owned Chick-fil-A Licensed Units.

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TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2023

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

	-FIL-A FRANCHISED AN			
State	Franchise	Projected New	Projected New	
	Agreements Signed But Outlet Not	Franchised Outlets In The Next Fiscal Year	Company-Owned Outlets In the Next	
	Opened	The Next Fiscal Tear	Fiscal Year	
Alabama	0	1	0	
		4		
Arizona	2	5	0	
Arkansas	0	1	0	
California	4	20	0	
Colorado	0	1	0	
Connecticut	0	1	0	
Delaware	0	1	0	
Florida	2	20	0	
Georgia	0	10	0	
Iowa	0	2	0	
Illinois	0	5	0	
Indiana	0	4	0	
Kansas	0	2	0	
Kentucky	1	2	0	
Louisiana	0	1	0	
Massachusetts	0	2	0	
Maryland	0	1	0	
Michigan	1	4	0	
Minnesota	0	1	0	
Missouri	3	4	0	
Mississippi	0	2	0	
Nebraska	0	1	0	
New Hampshire	0	1	0	
New Jersey	1	2	0	
New York	1	13	0	
North Carolina	1	5	0	
North Dakota	0	1	0	
Ohio	0	3	0	
Oklahoma	0	4	0	
Oregon	0	3	0	
Pennsylvania	1	7	0	
South Carolina	0	1	0	
Tennessee	0	2	0	
Texas	4	16	0	
Virginia	1	3	0	
Washington	0	1	0	
Wisconsin	0	1	0	
Total	22	157	0	

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<u>Note</u>: Chick-fil-A does not intend to open any company-owned Chick-fil-A Restaurants; however, if an Operator has not been selected for a particular location, Chick-fil-A will sometimes open and operate a new Chick-fil-A Restaurant until an Operator has been selected and trained and a Franchise Agreement has been executed for that location.

LICENSE AGREEMENTS SIGNED BUT LOCATION NOT YET OPENED AS OF DECEMBER 31, 2023

State	City	Licensee	Current Business Phone	Licensed Location
FL	Ft. Myers	Olsen Estes Southwest Concessions, LLC	404-228-2201	Southwest Florida International Airport - B/C Connector
FL	Orlando	Seaworld Parks and Entertainment, Inc.	248-640-6989	SeaWorld Orlando
MI	Detroit	HRS FNB, LLC	248-910-9141	First National Building
MT	Bozeman	Montana State University	406-600-9981	Montana State University
NY	New York	Penn Terminal Foods LLC	917-642-6545	Penn Station

A list of Licensees and the addresses and telephone numbers of their outlets as of December 31, 2023, is attached as Exhibit "E" to this Disclosure Document. Also included in Exhibit "E" is a list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, 2023. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation "TMP." See Item 1 for description of, and differences between, the franchised Operator-owned Chick-fil-A Restaurants and Licensed Units.

A list of the names, city and state, and business telephone number of every Licensee who has had a Chick-fil-A Licensed Unit terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A License Agreement during fiscal year 2023 or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document is attached as Exhibit "F." If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Chick-fil-A franchise system.

License Program FDD 67

If the license being offered relates to a Chick-fil-A Restaurant that is a company or affiliate-owned Chick-fil-A Restaurant that was previously a franchised Operator owned outlet or Licensed Unit, Chick-fil-A will provide you with a Supplemental Item 20 Disclosure regarding the Chick-fil-A Restaurant's past five years of operation. The Supplemental Item 20 Disclosure will list the name, city and state, and current business phone number of each previous owner of the Chick-fil-A Restaurant during the prior five-year period, the beginning and ending date of each person's respective ownership of the Chick-fil-A Restaurant, the reason for each change in ownership, and when Chick-fil-A retained control of the Chick-fil-A Restaurant.

During the last three years, we have not signed any confidentiality clauses with any current or former Licensees which would restrict them from speaking openly with you about their experiences with us. However, in some instances during the last three fiscal years, former Chick-fil-A Restaurant Operators have signed provisions restricting their ability to speak openly about their experiences with us. You may want to speak with current and former Licensees and Operators, but be aware that not all Operators will be able to communicate with you.

Item 21

FINANCIAL STATEMENTS

Exhibit "C" to this Disclosure Document includes (i) the audited consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022 and the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for each of the three years (2023, 2022, and 2021) in the period ended December 31, 2023.

Item 22 CONTRACTS

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

Exhibit "B-1" License Agreement for Licensees who are Self-Operators
Exhibit "B-2" License Agreement for Licensees who are Food Service Providers
Exhibit "D" Table of Contents of Chick-fil-A Manuals

Exhibit "G" State Specific Addende and Agreement Agreement Agreements

Exhibit "G" State Specific Addenda and Agreement Amendments

Chick-fil-A does not lease or otherwise provide the Licensed Sites for the various Chick-fil-A Licensed Units. As a result, the leases, if any, for the various Chick-fil-A Licensed Units vary substantially from Licensed Site to Licensed Site because of the different requirements of landlords and property owners. Accordingly, there is no model lease form that can be said to be a typical lease by which a Licensee will be bound. In every instance, the Licensee will be bound by the terms and conditions of the instruments that affect the subject site.

License Program FDD 68

<u>Item 23</u>

RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit "I." You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Sales Development, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998.

License Program FDD

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[®] All trademarks are the property of their respective owners.

EXHIBIT "A"

LIST OF STATE AGENCIES / REGISTERED AGENTS FOR SERVICE OF PROCESS OF CHICK-FIL-A, INC.

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505	NEW YORK New York State Department of Law Bureau of Investor Protection and Securities 28 Liberty Street New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Blvd., 5 th Floor Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20 th Floor Baltimore, MD 21202 (410) 576-6360	VIRGINIA State Corporation Commission Department of Securities and Retail Franchising 1300 E. Main St., 9 th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 (517) 335-7567	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	WISCONSIN Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	NEW YORK Secretary of State of New York 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 (518) 474-4750
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department State Capitol, 5 th Floor 600 East Blvd. Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor & Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner Office of Attorney General 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main St. Richmond, VA 23219 (804) 371-9733
MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6456 Mercantile Way Lansing, MI 48909 (517) 241-6470	WASHINGTON Director, Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	WISCONSIN Commissioner of Securities Securities and Franchise Registration 201 West Washington Avenue Suite 300 Madison, WI 53703 (608) 266-3431

EXHIBIT "B-1"

LICENSE AGREEMENT (SELF-OPERATORS)

CHICK-FIL-A, INC./[LICENSEE] LICENSE AGREEMENT

"Chick-fil-A"), and, a "Effective Date") is the date set forth below. In consideration other valuable consideration, the receipt, sufficiency and adequate the consideration of the cons	rered into by CHICK-FIL-A , INC. , a Georgia corporation ("CFA" or corporation ("Licensee"). The effective date of this Agreement (the n of the rights and benefits they each receive under this Agreement and accy of which are hereby acknowledged, and intending to be legally bound ties," individually a "Party") have fully reviewed and agree to all of the
CHICK-FIL-A, INC., a Georgia corporation 5200 Buffington Road Atlanta, Georgia 30349-2998	
By:	
Name: Title:	Witness
(CORPORATE SEAL)	
LICENSEE	
Telephone: ()	
By:	
Date:	Witness
ADDITIONAL TERMS AND CONDITIONS OF THIS A	GREEMENT BEGIN ON THE FOLLOWING PAGE. THIS

NUMBERED.

TERMS AND CONDITIONS

BACKGROUND

- A. CFA originated and owns the rights to a distinctive system (defined below as the "CFA System") for marketing, preparing and selling certain chicken and other food products (defined in Section 1.1 (k) below as the "Products").
- B. Licensee would like to license from CFA the right to use the CFA System to sell certain of the Products from kiosks, mobile carts, custom facades, counter areas or other retail facilities.
- C. CFA is willing to grant Licensee such a license subject to Licensee's full compliance with the terms and conditions of this Agreement, including Licensee's willingness to exercise its license rights only in full accordance with the Chick-fil-A Culture (as defined in Section 6.1).

SECTION 1 -- DEFINITIONS

- **1.1** <u>Defined Terms and Phrases.</u> This Section 1.1 sets forth the definition of certain terms used in this Agreement. Other definitions are found elsewhere in this Agreement. Defined terms may be used in the singular or plural.
- (a) "Additional Site" means any additional Site where CFA and Licensee agree, after the Effective Date, for Licensee to establish and operate Unit(s) pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement.
- (b) "<u>Authorized Products</u>" means those Products that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.
- (c) "<u>CFA</u>" and "<u>Chick-fil-A</u>" are defined in the preamble; "CFA" and "Chick-fil-A" also include any assignees, designees or successors or assigns of Chick-fil-A, Inc.
- (d) "<u>CFA System</u>" means CFA's proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes, among other things, Chick-fil-A's: food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chick-fil-A Culture; and certain Intellectual Property owned by CFA's affiliate, CFA Properties, Inc. ("CFA Properties").
- (e) "Confidential Information" means valuable and proprietary confidential business information or data of or about a Party or CFA Properties other than "Trade Secrets" (as defined in Section 1.1(o) below). "Confidential Information" of CFA also includes any items specifically designated as a Trade Secret of CFA in Section 7.2 that are ultimately determined under applicable law not to constitute a "trade secret" but that otherwise meet the definition of Confidential Information. LICENSEE ACKNOWLEDGES AND

AGREES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION OF CFA.

- (f) "Gross Receipts" for any period for a particular Unit means Licensee's entire gross receipts as determined according to generally accepted accounting principles (excluding only sales taxes or value added taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales of Products, goods, wares and merchandise and from all services performed at, from or in connection with or through the Unit during such period, whether for cash, check or on a charge, credit, time basis or otherwise, including (a) sales originating from orders accepted by Licensee at or away from the Unit, or placed by telephone, fax, delivery/mobile app, requisition or other similar means (collectively "Sales Channels") or other similar means received or filled at the Unit and (b) any assumed gross revenues of Licensee for purposes of any loss of profits insurance claim. "Gross Receipts" shall not include (i) any refunds to customers previously included in Gross Receipts, and (ii) meals given at any Retail Area to employees of Licensee that work in a Unit at the Retail Area incident to their employment.
- (g) "<u>Ingredients</u>" means every ingredient, mix, spice, cooking aid, wrapping, food container and all other items necessary or optional for preparing the Products for sale.
- (h) " $\underline{\text{Initial Sites}}$ " means the Site(s) existing as of the Effective Date.
- (i) "Intellectual Property" means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Proprietary Marks (as defined in Section 1.1(1)), and other registered and unregistered trademarks and service marks, trademark and service marks registrations and applications, moral rights, and any other rights to any form or medium of expression, (iii) Trade Secrets (as defined in Section 1.1(0)), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents, patent registrations and patent applications, (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws of any State and the United States, and (vi) any other similar rights or interests, recognized by applicable law.
- (j) "Manual" means collectively the operations, training and orientation manuals prepared by or on behalf of CFA that CFA will provide to Licensee as a guide for operating the Units and all other written, electronic, audiotaped or videotaped materials prepared by or on behalf of CFA for the same or a related purpose and delivered or made available to Licensee pursuant to Section 6.5, plus any amendments or additions thereto and any and all non-English language versions thereof (whether prepared by or on behalf of CFA or Licensee).
- (k) "Products" means all present and future items of food and drink and all non-food inventory intended by CFA to be sold to or used by Chick-fil-A customers generally, including the Authorized Products.

- (l) "Proprietary Marks" means collectively currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, which CFA Properties has licensed to CFA for its own use and to sublicense others to use with the CFA System, including those service marks, trademarks and trade names listed on Addendum A.
- (m) "<u>Site</u>" means the building or facility in which the Unit is located. The "Site" of a Unit not located in a building or facility shall be deemed to be the physical location of the Unit.
- (n) "Retail Area" means the retail area or food court located at or within a Site.
- (o) "Trade Secrets" means information or data of or about a Party or CFA Properties (including, but not limited to, confidential business information, technical or non-technical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.
- (p) "<u>Unit</u>" means each Chick-fil-A facility, kiosk, mobile cart, custom facade, counter area or other retail facility from which Licensee is licensed to sell Products pursuant to this Agreement.

SECTION 2 -- GRANT AND TERM OF LICENSE

- **2.1 License.** Subject to the terms and conditions of this Agreement. CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the "License") during the License Term (as defined in Section 2.5) to: (a) establish and operate a Unit at each Site approved by CFA and licensed to Licensee by CFA, including the Initial Sites and any Additional Sites that may be approved by CFA pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement; (b) sell the Authorized Products from the Units; (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units, and (d) advertise the Units to the public, consistent with CFA advertising policies. Licensee and CFA shall complete CFA's then current version of its "Site Description Form" in the form of Exhibit 2 hereto, for each Site from which Licensee is authorized to operate a Unit. These completed Site Description Forms shall be maintained by CFA and their contents are deemed incorporated by reference into this Agreement.
- **2.2** Menus. The core menu for licensed units is set forth on Addendum B. The core menu applicable to each Unit, which may be modified, amended or otherwise supplemented by the Parties from time to time pursuant to mutual agreement, is set forth on the Site

Description Form for the Site from which Licensee is authorized to operate such Unit.

- 2.3 <u>License Not Exclusive</u>. Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA reserves the right to operate or to grant parties other than Licensee the right to operate Units or other Chick-fil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, during the License Term (as defined in Section 2.5), CFA shall not operate or grant other parties the right to operate Units or other Chick-fil-A restaurants from any Site where Licensee operates a Unit.
- **2.4** <u>Limitation of License Rights.</u> Except as is otherwise permitted under this Agreement, the License and rights granted Licensee in this Agreement are for the sole benefit of Licensee and Licensee shall not grant any third party not directly affiliated with Licensee the right to use the Proprietary Marks or the CFA System to sell any products or services from any location. CFA reserves to itself all other rights not granted expressly to Licensee under this Agreement.
- **2.5** License Term. The initial term of the License granted Licensee pursuant to this Section 2 (the "License Term") shall begin on the Effective Date and shall end on the date that is ____ (__) years after the Effective Date (the "Initial Termination Date"), subject to its earlier termination pursuant to Section 8. Licensee acknowledges and agrees that: (1) Licensee, under this Agreement, has no right either to extend or renew the License Term or to be offered or granted a new license agreement by CFA upon the Initial Termination Date; and (2) CFA is under no obligation under this Agreement either to extend or renew the License Term or to offer or grant a new license agreement to Licensee upon the Initial Termination Date. Any decision by CFA to offer Licensee the opportunity to enter into a new license agreement regarding the License granted in this Section 2 for a period of time beyond the Initial Termination Date: (1) shall be made in the exercise of CFA's sole and exclusive business judgment (which may include, without limitation, its assessment of Licensee's performance under and adherence to the terms of this Agreement. Licensee's ability to continue to operate at the Sites, and the past economic and operational performance of the Units); (2) may be extended or otherwise made in the form of CFA's then-current form of license agreement (which may include new terms, conditions and fees); and (3) is not and shall not be deemed to be a part of this Agreement. The License Term shall include any modifications to the initial term of the License agreed to by CFA in writing.

SECTION 3 -- SITES

3.1 Additional Sites. If during the License Term Licensee determines that it would like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA all information about the proposed Additional Site requested by CFA. CFA is under no obligation to offer Licensee the opportunity to operate Units at Additional Sites, and CFA reserves the right under Section 3 hereof not to offer Licensee the opportunity to operate Units at Additional Sites. CFA shall have the option to reject or tentatively accept the proposed Additional Site, pending CFA's completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange

for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the Site. After CFA has completed the site visit, Licensee shall complete a Site Description Form for the proposed Additional Site and submit it to CFA for final approval. CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee's proposal for Additional Sites if CFA determines, in its sole and exclusive business judgment, that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease facility, use, occupancy or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. As a condition to CFA's approval of each Additional Site, CFA may require, in its sole and exclusive business judgment, that: (i) Licensee execute a new, separate then-current form of License Agreement for each such Additional Site; and (ii) Licensee pay an initial license fee for each such Additional Site, if CFA generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

3.2 Responsibility. Notwithstanding Section 3.1, Licensee has the sole responsibility for the selection of any Sites and the location of Units there. Approval by CFA of Sites shall not constitute a representation or warranty by CFA that the Units operated at the Sites will be profitable or safe for customers or employees or other personnel of Licensee. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

SECTION 4 -- FEES

4.1 <u>License Fees and Other Fees.</u> <u>Addendum C</u> sets forth license fees and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such license fees and other fees. Licensee agrees to pay all such license fees and other fees as and when they are due and in accordance with all CFA policies.

SECTION 5 -- TRAINING AND ASSISTANCE

5.1 Training. Before Licensee can begin operating a Unit, it must send at least two (2) management-level employees from the Site, whose duties include management or supervision of Licensee's employees at the Unit, to an initial Licensee training program sponsored by CFA and these employees must complete the program to CFA's satisfaction. Before Licensee can begin operating a Unit, Licensee must also send at least two (2) or, at Chick-fil-A's sole election and option, one (1) other senior management-level employee from the Unit, whose duties may also include management or supervision of Licensee's employees at the Unit, to the in person cultural experience portion of the Licensee initial training program designated by CFA and these employees must complete that portion of the program to CFA's satisfaction. CFA shall determine the location, method and means, time, content and length of the training program. CFA shall waive a tuition charge for the first two (2) such management-level employees attending the training program from the Site. Additional employees may attend the training program if there is space available in the program and Licensee pays the tuition (as set by CFA on Addendum C) for the program. Licensee shall be responsible for the travel, room, living and other expenses, wages, benefits and workers compensation coverage incurred by employees attending the training program. Licensee shall ensure that, at all times during the License Term, at least two (2) management-level employees at a Site whose duties include management or supervision of Licensee's employees at the Unit shall have attended and completed to CFA's satisfaction all then required components of the Licensee training program. As part of the Chick-fil-A Licensee training requirements, each Licensee designated manager required to be trained pursuant to this Section must be recertified every five years in order for Licensee to stay in compliance.

5.2 Additional Assistance. CFA, in its sole and exclusive business judgment, may make available to Licensee, from time to time, such additional advice and assistance as Licensee may reasonably request or CFA may deem necessary, including assistance or advice regarding the operation of the Units, additional training and sales building.

SECTION 6 -- OPERATION OF THE UNITS

- **6.1** Corporate Culture. Licensee acknowledges the unique corporate environment, culture, reputation and goodwill, including, for example, the Sunday closing policy, that have evolved as an integral part of the CFA System (the "Chick-fil-A Culture"). Accordingly, Licensee agrees that it shall exercise its rights and License granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of Chick-fil-A and the Chick-fil-A Culture.
- **6.2** Uniformity. Licensee acknowledges that the CFA System is a unique and unified approach to selling the Products and that, subject to Section 10.8(b), compliance with CFA's standards, specifications, methods, techniques and procedures for operating the Units is necessary to maintain the general uniformity upon which part of the goodwill of CFA and the CFA System depend. Accordingly, subject to Section 10.8(b), Licensee shall conduct the operations of the Units in compliance with all of CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement or the Manual, unless CFA has given Licensee its prior written consent to do otherwise. Licensee recognizes and agrees that CFA from time to time may change or modify its standards, specifications, methods, techniques and procedures and agrees to accept, comply with and otherwise conform to all such changes or modifications (and shall make all reasonable expenditures necessary for such acceptance, compliance and conformance) within a reasonable period of time after Licensee's receipt of notice of such changes or modifications.

6.3 Standards of Operation. Licensee shall:

- (a) operate each Unit in a clean, safe and orderly manner, providing courteous, first-class service to the public in compliance with all CFA service standards and initiatives;
- (b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of each Unit;
- (c) advertise, market, promote and merchandise the business of each Unit by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;

- (d) prevent the operation of any Unit, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;
- (e) prevent the use of any Unit for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement or otherwise approved in writing in advance by CFA and, to the extent Licensee controls the operation of the Sites, prevent the use of any Site for any illegal purpose or any purpose inconsistent with the Chick-fil-A Culture;
- $\mbox{ (f)} \quad \mbox{stay familiar and comply with all requirements in the } \mbox{Manual;} \label{eq:manual}$
- (g) not operate any Unit or otherwise sell the Products from any Unit on Sundays or on Christmas Day;
- (h) hire, determine the compensation and benefits for, establish schedules and duties for, train, manage and supervise, discipline, terminate, promote, timely pay all wages, benefits and employee-related liabilities for, determine staffing levels, tasks to be performed and workplace safety rules for a sufficient number of employees to operate properly each Unit and otherwise to perform Licensee's duties hereunder, all of which employees shall be employed by and be the sole and exclusive responsibility of Licensee;
- (i) maintain at all times a sufficient inventory of Products, Ingredients and supplies to meet customers' demand for the Products sold at each Unit;
- (j) pay on a timely basis (i) for all Products, Ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of each Unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which Licensee is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of any Unit;
- (k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety, environmental, employment, labor and immigration laws, statutes, ordinances and regulations, including without limitation with regard to discrimination, harassment, retaliation, wage and hour, youth employment, medical and family leave, military leave, paid sick leave or other paid time off, genderpay differences, workplace and worker safety, food and beverage handling, preparation and safety, occupational hazards and health, and consumer protection, as well as all applicable laws, ordinances and regulations regarding the privacy, security and handling of customer and employee or other confidential personal data and information.
- (l) timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates

- and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and regulations and other provisions of this Agreement;
- (m) not operate any Site or any Unit in a manner that presents a health or safety hazard to its customers or creates an environmental hazard;
- (n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of any Unit, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;
- (o) sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market;
- (p) have all employees working in Chick-fil-A Units wear only the approved Chick-fil-A uniform attire, and shall not permit any employee to wear the Chick-fil-A uniform attire in any non-Chick-fil-A operation;
- (q) to the extent permitted by applicable law, comply with all restrictions on maximum prices of Products as required by CFA in writing from time to time during the License Term; and
- (r) comply at all times with all applicable current and future laws, standards, rules, regulations, or any equivalent thereof relating to data privacy, personal data and data protection, as well as the then most current Payment Card Industry Data Security Standard ("PCI-DSS") requirements (as they may be modified from time to time or as successor standards are adopted) and the Fair and Accurate Credit Transactions Act, for safeguarding each Unit's customer data, and use best efforts at and otherwise in connection with the operation of each Unit to maintain data security and protect each Unit against identity theft and theft or misuse of personal information and customer data.
- **6.4** <u>Confidentiality Agreement.</u> In order to give CFA appropriate protection for its Confidential Information and Trade Secrets, Licensee shall require its managers and supervisors involved in the Units to sign a Confidentiality Agreement in substantially the form of Exhibit 1.
- **6.5** Operations Manual. CFA shall provide electronically and lend a copy of the Manual to Licensee for each Site during the License Term for any Unit located at such Site, which copy Licensee shall keep on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual or access to the Manual is lost, compromised or destroyed, and CFA shall send a replacement Manual or access to Licensee. Licensee shall pay CFA a fee of five hundred dollars (\$500) for each replacement Manual. The Manual, including all new, updated and superseded pages and content, shall at all times remain the property of CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term of all Units located at the Site. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to insert immediately all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of the

receipt by Licensee of the new pages or revised manuals. The Manual is intended to further the purposes of this Agreement and Licensee shall operate the Units to be in full compliance with all requirements in the Manual. In addition, any changes in the Manual made by CFA during the License Term shall be incorporated into the Manual automatically as of the date updated provisions are deemed received by Licensee pursuant to the notice provisions of Section 11.2. In the event of a conflict between the Manual and this Agreement, this Agreement shall prevail.

- **6.6** <u>Consumer Awareness.</u> Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of CFA and the Products and to enhance consumer awareness of the Products and the Proprietary Marks. Licensee shall use only advertising and promotional materials, programs and techniques that are consistent with the Chick-fil-A Culture and that comply with any CFA advertising guidelines that may be disseminated from time to time.
- Preparation and Modification of the Units. Licensee shall purchase, lease, maintain and replace all equipment and signage for the Units necessary in order to comply with CFA's then-current standards at Licensee's own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. Licensee shall be responsible for supplying all necessary working drawings and plans for construction, remodeling or renovation of the Sites (the "Drawings") required to prepare the Units for operation, and shall submit such Drawings to CFA prior to their use. Unless within twenty (20) business days of receipt of the Drawings from Licensee (verified by post office returned receipt or overnight delivery service notification of delivery (signature required)) CFA notifies Licensee of CFA's disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. To the extent any Unit has been operated by Licensee prior to the date of this Agreement pursuant to a license with CFA, or this Agreement is renewed or extended by operation of law beyond the Initial Termination Date, Licensee shall refurbish and remodel at CFA's option and direction each such Unit to Chick-fil-A's then-current standards, specifications, policies and designs for the development and operation of a Chick-fil-A licensed unit in accordance with Sections 6.2, 6.7 and 6.8 of this Agreement. As between CFA and Licensee. CFA shall be the sole and exclusive owner of all proprietary elements of the Drawings and the renderings on the Drawings, whether or not they are prepared by or on behalf of CFA, although Licensee shall be entitled to retain a copy of the Drawings (provided that Licensee may not disclose the Drawings to any third parties or use the Drawings for a purpose not in conjunction with CFA). To the extent that the Drawings are prepared by or on behalf of Licensee, Licensee shall be solely responsible for providing any third-party service provider with timely payment for such Drawings, and Licensee hereby assigns and agrees to assign or to procure the assignment of all Intellectual Property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that is reasonably likely to affect materially the Proprietary Marks.

6.8 <u>Building and Premises Standards.</u> CFA shall have the right to require Licensee to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of the Units from suppliers approved in advance by CFA. With respect to the Initial Sites, CFA may exercise such right by delivering written notice to Licensee promptly upon the execution of this Agreement by CFA; with respect to Additional Sites, CFA may exercise such right by delivering written notice to Licensee promptly after approval of the Additional Sites as indicated on the Site Description Form for such Additional Site. Licensee acknowledges that CFA may appoint as many or as few approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.9 Standards for Products and Supplies.

- (a) Licensee may only sell in a Unit the Authorized Products for that Unit. Licensee shall at all times during the License Term offer for sale at each Unit all Products on the Unit Core Menu approved by CFA for that Unit. Licensee shall not under any circumstances sell any other products or conduct any other business in or from the Units or sell the Products from any location other than the Units, unless approved in advance in writing by CFA.
- (b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures designated or approved in advance by CFA. Licensee may offer only such Products in the proportions, appearance and packaging as may periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall comply with CFA's standards and specifications of quality, portion, taste and appearance and agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.
- (c) Except as CFA may otherwise approve in writing in advance, Licensee shall utilize in the Units only those paper products (e.g. bags, boxes, wrappers, cups, napkins or cartons) or utensils or customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks.
- (d) Except as CFA may otherwise approve in writing in advance, Licensee shall purchase from CFA or suppliers approved in advance by CFA all Products and Ingredients, and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks or that are sold or used in at least twenty-five percent (25%) of the then existing CFA restaurants and other facilities selling any or all of the Products even if such items do not display any of the Proprietary Marks. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).
- **6.10** Payments to CFA. Licensee acknowledges and agrees that CFA shall have the right to charge and receive payments such as those set forth in Addendum C for or on account of sales of goods or services to or for the benefit of Licensee as CFA reasonably deems

appropriate, including without limitation: (a) from Licensee directly when Licensee purchases such goods or services directly from CFA or its authorized distributor(s); or (b) from any other person or entity in the supply chain when Licensee purchases the goods or services from a supplier. Licensee agrees that such payments may be or contain a profit to CFA. Licensee shall reimburse CFA promptly (and in any event within thirty (30) days of receipt of invoice from CFA) for any expenses incurred by CFA on behalf of or for Licensee, and Licensee shall pay interest to CFA on any amounts not paid within such thirty (30) day period in an amount equal to twelve percent (12%) per annum or the highest amount permitted under law if less than twelve percent (12%) per annum.

6.11 Insurance. Licensee, at its own expense, shall procure before the commencement of operation of any Unit, maintain in full force and effect at all times during the License Term, and not allow to be cancelled, lapsed, suspended or modified, Commercial General liability insurance covering each Unit for liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract. All insurance coverage required by this Section 6.11 shall be maintained under one or more insurance policies containing minimum liability protection of three million dollars (\$3,000,000) per occurrence. All insurance policies required by this Section 6.11 shall be issued by an insurance company licensed and approved by the Insurance Commissioner (or similar official) in the jurisdiction in which the covered Units are located and have a minimum A.M. Best rating and financial size class of A -VII. Licensee must notify CFA prior to canceling or not renewing any coverage. Licensee shall be the principal beneficiary of such Commercial General liability insurance policies but shall designate CFA as an additional insured on all such policies and arrange to show this designation via endorsement and on all certificates of coverage and shall forward the endorsement/certificates of coverage to CFA within thirty (30) calendar days of procuring such insurance but in any event before opening a covered Unit. Licensee shall provide annually an updated certificate of insurance with applicable endorsements within 30 days of their policy renewal. Licensee's insurance obligations in this Section 6.11 shall not be limited in any way because of any insurance that CFA may maintain.

6.12 Point of Sale, Data and Reporting Requirements.

(a) Licensee acknowledges and agrees that, in support of CFA's operation and development of the CFA System, it is desirable for CFA to collect certain limited financial, operational, and statistical information concerning the Units. Licensee further acknowledges its responsibility and obligation to submit any such information requested by CFA within such timeframes as may be reasonably established by CFA from time to time. Accordingly, Licensee agrees to obtain, maintain and use at its sole cost and expense at all times computer hardware and software, including computer, point of sale, and other electronic information systems, a high-speed Internet connection, and all equipment components and software approved by CFA and otherwise necessary for Licensee to meet all functionality, performance and informational requirements specified by CFA, as the same may be required and modified by CFA in its sole and exclusive business judgment from time to time (collectively, the "POS Systems"). The functionality, performance and informational requirements specified by CFA for the POS Systems may include, without limitation, the ability to accept and process all transactions at the Units (such as for example mobile

ordering and payment systems and other related technology), to transmit point of sale data to CFA or allow and effect CFA to poll same as and when CFA deems desirable and appropriate, and to facilitate Licensee's participation in any gift card, customer loyalty, affinity and similar programs established by CFA as CFA deems appropriate and desirable for Licensee to participate in from time to time. CFA shall have the right to designate a single source (who may be CFA or its affiliate) from whom Licensee must purchase certain components or the entire POS Systems, related licenses and technology, and related support services. Licensee bears responsibility for the proper functioning of the POS Systems and ensuring it is operational at all times including access to the Internet and any extranet that may be established. For purposes of this Agreement, the term "poll" or "polling" means any process acceptable to CFA by which information or data about the Units may be transmitted to or from the POS Systems or other system operated by Licensee or its agent into a computer or system operated by CFA or its agents in the manner and format prescribed by CFA from time to time. For the avoidance of doubt, CFA may poll for information including, without limitation, daily sales data, daily transaction level data, sales per visit and products and combination of products sold, otherwise known as product mix data or "PMIX", and inventory data. Licensee shall also furnish to CFA the reports and documents relating to Licensee's operation of the Units as described on Addendum D, as the same may be modified by CFA in its sole and exclusive business judgment from time to time.

- (b) If any information provided pursuant to this Section demonstrates an underpayment of any License Fee, Licensee shall pay any and all sums due together with interest and costs as described in Section 6.13(d). If the information demonstrates an overpayment, it shall be credited to Licensee's account.
- (c) If Licensee learns of an incident that may be a breach of the security of Licensee's POS Systems or other computer systems as defined under Cal. Civ. Code § 1798.82 or any other applicable data breach notification law, Licensee must immediately notify CFA of the facts that are known about the incident (a "Data Breach"). Although Licensee is and shall remain responsible for complying with all data breach notification laws and standards applicable to Licensee and the Units, Licensee will cooperate and coordinate with CFA regarding such incidents where notification to individuals is required before individuals are notified so that CFA can be aware of and be prepared to address issues that may affect the Proprietary Marks and the System and be in a position to support Licensee where CFA deems advisable and possible. In the event of an actual or suspected Data Breach, Licensee agrees to cooperate with CFA and to provide CFA with any access and information CFA may reasonably request to conduct its own investigation and support CFA's own remediation efforts. Nothing in the preceding sentence shall relieve Licensee of Licensee's obligation to comply with applicable laws, regulations, rules, standards or any equivalent thereof concerning an actual or suspected Data Breach or Licensee's sole responsibility for any costs or financial losses Licensee incurs or remedial actions that Licensee must take as a result of an actual or suspected Data Breach.

6.13 Maintenance of Records, Inspections and Audits.

- (a) Licensee shall maintain detailed written and electronic records of Licensee's licensed operations (including, but not limited to, any reports required on Addendum D) and all of its books and records shall be maintained according to generally accepted accounting principles. Licensee shall preserve these books and records for at least three (3) years after the close of Licensee's fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement and the requirements in the Manual. Accordingly, Licensee shall ensure that CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units; (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above or if CFA has a reasonable basis to believe that Licensee has materially violated any term of this Agreement. Licensee shall ensure that it and all other relevant parties fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall ensure that CFA or its designated representatives are permitted to take photographs of the building and premises of the Units and to interview customers and employees of Licensee.
- (b) In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, Licensee shall ensure that CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which access is restricted, Licensee shall diligently assist and facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which "access is restricted" refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.
- (c) Following any inspection, examination or audit of a Unit, CFA may prepare a list of non-compliant items and other deficiencies in Licensee's operation of the Unit and deliver the list to Licensee. Licensee must thereafter use diligent efforts to correct such non-compliant items and other deficiencies, including taking such actions as CFA may reasonably direct Licensee to take, in order to bring itself and the operation of the Unit into full compliance with this Agreement. Licensee must be in full compliance with every provision of this Agreement within thirty (30) calendar days following delivery of such list of deficiencies by CFA to Licensee.
- (d) If any inspection reveals that Gross Receipts reported are less than the actual Gross Receipts ascertained by such inspection, Licensee shall immediately pay CFA the additional amount of License Fee and other fees owed to CFA by reason of such

understatement, together with interest of twelve percent (12%) per annum or the highest rate permitted by law if less than twelve percent (12%) per annum. If any report or statement prepared by Licensee understates Gross Receipts by more than five percent (5%) of the actual Gross Receipts, Licensee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse CFA for any and all expenses incurred in connection with ascertaining the understatement, including, but not limited to, reasonable accounting and legal fees. Such payment shall be without prejudice to any other rights or remedies CFA may have under this Agreement or under law or at equity. If any such inspection, examination or audit discloses an overpayment of License Fees, the amount overpaid shall be credited to Licensee's account.

SECTION 7 -- PROPRIETARY RIGHTS

- 7.1 Ownership of Rights. CFA Properties has granted CFA a license to use and to sublicense others to use the Proprietary Marks and other Intellectual Property owned by CFA Properties, including, but not limited to, in the manner contemplated by this Agreement. Licensee agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Proprietary Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or CFA, as applicable, or their respective successors in interest, as owner or licensee, as applicable. The Parties acknowledge that CFA Properties owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA Properties or, at CFA's election, CFA's designee, and agrees to take any further action requested by CFA to effectuate such an assignment.
- 7.2 Non-Disclosure Covenant. Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use, publication or disclosure of such information or data could cause immediate and irreparable harm to such other Party. Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees, other personnel, agents or advisors shall), without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party's Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; or (b) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA's Trade Secrets include, but are not limited to: Product formulations, recipes and Ingredients; Product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchised operators, and suppliers; and any components of the CFA System that fall THE PARTIES within the definition of "Trade Secret." ACKNOWLEDGE AND **AGREE** THAT CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS

AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET" OF CFA); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."

7.3 Limitations on Competition.

- (a) Licensee acknowledges and agrees that, given CFA's substantial investment in the CFA System and given Licensee's substantial access to CFA's Confidential Information and Trade Secrets, it is reasonable for Licensee to agree to refrain from certain competitive activities during and for a reasonable time after the License Term.
- (b) Without CFA's prior written permission, Licensee shall not, during the period of time that it is operating a Unit, anywhere within the Site associated with the Unit, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products offered for sale at the Unit pursuant to the CFA System.
- (c) Without CFA's prior written permission, for twelve (12) months after Licensee ceases operating or having the right to operate a Unit (such a Unit being referred to as a "Closed Unit"), Licensee shall not from the space where the Closed Unit was located, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products previously offered for sale at the Closed Unit pursuant to the CFA System.
- (d) If Licensee violates any covenant in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2.
- (e) If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 7 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 7 shall be deemed to be modified to the extent or in the manner as is necessary in order for those provisions to be valid and enforceable to the greatest extent possible.

7.4 Use of Proprietary Marks.

(a) Licensee acknowledges that the Proprietary Marks are valid and are the exclusive and valuable property of CFA Properties; that CFA has the right to use, and to sublicense others to use, the Proprietary Marks; and that only duly authorized licensees have the right to use the Proprietary Marks. Licensee further acknowledges that any use by Licensee of the Proprietary Marks pursuant to this Agreement is solely in its role as a licensee of CFA. Licensee shall not use the Proprietary Marks in any manner, either directly or through any other person or entity, other than as necessary to operate the Units. Licensee shall not use any other trademark or service mark (including without limitation any non-English language version) in

conjunction with any of the Proprietary Marks without the prior written consent of CFA, nor shall Licensee use or allow the use of any other trademark or service mark in connection with the Units. Licensee further covenants that it will not contest or aid in the contest of the validity of, or ownership of, or CFA's right to use and to license others to use, the Proprietary Marks, nor take or knowingly permit any other action which will or could in any way prejudice or harm any or all of the Proprietary Marks or CFA Properties' ownership thereof, or CFA's right to use and to license others to use the Proprietary Marks. Licensee expressly agrees that it will not adopt or use, or aid a third party in adopting or using, any trademark or service mark that is similar to, imitative of or likely to be confused with any of the Proprietary Marks. Licensee also covenants that it will affix such symbols as "TM", SM, "®", or the equivalent, next to or in conjunction with all of its uses of the Proprietary Marks, as appropriate or necessary, or as directed by CFA, in order to protect all of CFA's rights therein. Any and all goodwill arising out of Licensee's use of any or all of the Proprietary Marks shall inure to the benefit of CFA Properties and shall be and remain the exclusive property of CFA Properties. Where required by CFA, Licensee shall be recorded as a registered user or licensee with the trademarks registry or other appropriate authority in respect of one or more of the Proprietary Marks for any or all of the relevant goods or services or Licensee shall cause other filings to be made having a goal similar to the foregoing, and Licensee shall sign all documents and do all acts to assist CFA for any or all such purposes.

- (b) Licensee shall always use the Proprietary Marks in accordance with applicable standards and specifications set by CFA. Licensee acknowledges and agrees that CFA shall have the right to review, and approve or disapprove, in its sole and exclusive business judgment, any and all uses of the Proprietary Marks by Licensee on or in connection with any goods and in all media and in connection with all services (which right will also extend to the quality of such goods and services). Licensee agrees to cease or alter any use of the Proprietary Marks which fails to conform with all applicable standards and specifications set by CFA or which CFA deems in its sole and exclusive business judgment to be otherwise unacceptable.
- (c) Licensee agrees to advise promptly and fully CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA or its designee retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA or its designee shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; and provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.
- (d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee

shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.

- (e) Licensee specifically acknowledges and agrees that it has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Proprietary Marks through the Internet without CFA's prior written approval. Licensee acknowledges and agrees that CFA is under no obligation to grant such consent to Licensee and, as a condition to granting any such consent, CFA shall have the right to establish such requirements as CFA deems appropriate, including, but not limited to, the requirement that Licensee's only presence on the Internet involving, using or otherwise in any association with the Proprietary Marks shall be through a webpage established by CFA on CFA's webpage or Website. As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any webpage or Website proposed or established by Licensee involving, using or otherwise in any association with the Proprietary Marks shall otherwise be deemed to be a use of the Proprietary Marks under this Agreement, and will be subject to, among other things, CFA's approval and then-current policies, procedures, standards and requirements under this Section 7.4, including the subparts above.
- **7.5** Copyrights. Licensee acknowledges that the Manual is an original work of authorship owned by CFA Properties, which has been published with the appropriate notice of copyright and is accordingly protected by the United States Copyright Law 17 U.S.C. § 101 et seq. and any and all other applicable copyright laws. Licensee shall not alter or modify the Manual without the prior written consent of the copyright owner.
- **7.6** Acknowledgment. Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that, if Licensee's relationship with CFA under this Agreement ends, Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7. Licensee further acknowledges and agrees that the covenants set forth in this Section 7 and the rights and remedies conferred on CFA under this Agreement are essential elements of this Agreement and that without their inclusion, CFA would not have entered into this Agreement.

SECTION 8 -- TERMINATION OF LICENSE

8.1 Termination by Licensee.

- (a) Any one or more of the following shall be a "Licensee Termination Event": (i) CFA's breach of any one or more of its material covenants in this Agreement; or (ii) the incorrectness or untruth of any one or more of CFA's material representations or warranties in this Agreement.
- (b) Upon the occurrence of a Licensee Termination Event described in Section 8.1(a)(i), Licensee may serve CFA with written notice specifying the nature of the CFA breach, and upon the

expiration of thirty (30) calendar days, if CFA shall have failed to cure or correct the CFA breach, then Licensee may terminate the License Term by serving a written notice of termination upon CFA, with such termination to be effective upon receipt by CFA. If the CFA breach is of such a nature that it cannot be completely cured or corrected within the thirty-day period, and if CFA shall have diligently commenced and continued curing or correcting the CFA breach within the thirty-day period, then the thirty-day period shall be extended as long as reasonably necessary for CFA, using its best commercial efforts, to cure or correct completely the CFA breach.

(c) Upon the occurrence of a Licensee Termination Event described in Sections 8.1(a)(ii), Licensee may terminate the License Term after providing at least ten (10) calendar days' written notice of termination to CFA with such termination to be effective upon the tenth calendar day following receipt by CFA.

8.2 Termination by CFA.

(a) The occurrence of any one or more of the following events shall be a "CFA Termination Event": (i) Licensee breaches or otherwise fails to comply with any one or more of its material duties or covenants in this Agreement (including without limitation, any one or more of its duties and obligations under Sections 4, 6 and 7 of this Agreement); (ii) any one or more of Licensee's material representations or warranties in this Agreement are untrue; (iii) Licensee or any of its principals, officers, directors, owners, employees or other personnel, agents or contractors (collectively "Licensee Parties") takes any action, or fails to take any action, which action or failure to act, damages, or in the estimation of CFA has damaged or is likely to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee fails to open a Unit during the hours and days of operation specified by CFA for that Unit or Licensee opens a Unit on Sunday or Christmas Day; (v) Licensee, or any Licensee Party involved, directly or indirectly, with any Unit, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo contendere to any other crime or offense that could reasonably be expected to affect adversely the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any Licensee Party converts or embezzles any funds or property of CFA or third parties or engages in any conduct that is fraudulent, unfair, unethical or a deceptive practice; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority related to a Unit; (viii) continuance, in whole or in part, of the operation of any Unit or of the License granted to Licensee hereunder, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation thereof (collectively a "Law"), or by the actions of any civil or military authority purporting to act thereunder, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; (ix) Licensee submits to CFA on two (2) or more occasions a report which understates Gross Receipts by more than five percent (5%); (x) Licensee files, or consents by answer or otherwise to the filing against it of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation, dissolution or winding-up or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (xi) Licensee makes a general assignment for the benefit of creditors or consents to or is the subject of the appointment

of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties; (xii) Licensee is adjudicated insolvent or is liquidated, dissolved or wound-up; (xiii) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to Licensee or any substantial part of the properties of Licensee, or an order for relief is entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to Licensee, or ordering the dissolution, winding-up or liquidation of Licensee, or a petition for such relief is filed against Licensee and not dismissed or stayed within sixty (60) calendar days; (xiv) Licensee's lease, license, facility, use, occupancy arrangements for, or ownership of any Site terminates, or Licensee otherwise loses the ability to operate any Unit at or from any Site; (xv) by virtue of this Agreement or its relationship with Licensee, CFA becomes subject to government regulations as a government contractor or subcontractor or applicable Law is determined to require that any Unit be operated in a manner inconsistent with CFA's normal operating procedures or the Chick-fil-A Culture; (xvi) the building or premises of a Site or the Unit at that Site is not operated or maintained in a manner consistent with the standards of a first-class food service facility or the Chick-fil-A Culture or a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit; (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement; or (xviii) Licensee commits three (3) or more defaults under this Agreement in any fifty-two (52) week period, irrespective of the timing of each such default and irrespective of whether each such default has been cured after notice.

- (b) Upon the occurrence of any one or more CFA Termination Events described in Sections 8.2(a)(i) (other than with respect to a breach by Licensee of Section 7.2, 7.3 or 7.4), 8.2(a)(viii), 8.2(a)(xiv) or 8.2(a)(xvi) CFA may serve Licensee with written notice specifying the nature of the CFA Termination Event, and upon the expiration of thirty (30) calendar days, if Licensee shall have failed to cure or correct the CFA Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon Licensee, which termination shall be effective upon receipt by Licensee of the notice. If the CFA Termination Event by its nature requires the involvement of third-party vendors or providers of necessary goods or services in order to effectuate a cure and cannot be completely cured or corrected by Licensee using its best commercial efforts within such thirty (30) day period, then such thirty (30) day period shall be extended for as long as reasonably necessary for Licensee, using its best commercial efforts, to complete the curing of the CFA Termination Event.
- (c) Upon the occurrence of any one or more CFA Termination Events other than those described in Section 8.2(b), CFA may terminate the License Term with such termination to be effective upon Licensee's receipt of written notice of termination from CFA. Licensee will not have an opportunity to cure these Licensee Termination Events. In the event CFA has the right to terminate the License Term under this Section 8.2(c), CFA may elect to, but shall not be obligated to, (i) give Licensee a right to cure or correct any CFA Termination Event that CFA deems is appropriately curable, or, alternatively, (iii) if Licensee is licensed to operate more than one Unit, CFA may terminate the License Term with respect to one or more, but less than all, of the Units that Licensee is then licensed to operate.

8.3 <u>Licensee's Obligations Upon Expiration or Termination.</u>

- (a) Upon the expiration or termination of the License Term, or the expiration or termination of the License Term with respect to one or more, but not all, Units, for any reason pursuant to Section 8.1 or Section 8.2, all rights of Licensee to operate the affected Units and to use, display, access or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties as defined in Section 1.1(i), at the affected Units, shall cease, and the License granted to Licensee in Section 2.1 with respect to those Units shall immediately terminate.
- (b) Once a Unit is terminated either through expiration or termination of the License Term or the termination of the License Term with respect to a particular Unit or otherwise, Licensee shall immediately take one of the following actions with respect to any equipment, inventory, signage or other items from the Unit constituting inventions, patents, trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the "Equipment"): (i) Licensee shall transfer any such Equipment from the terminated Unit to another Unit then being operated by Licensee; or if Licensee cannot take the action described in (i), then Licensee shall, at CFA's option, either (ii) sell the Equipment to CFA at its then-current fair market value as determined by CFA in the exercise of its sole and exclusive business judgment and CFA shall have the right to purchase the Equipment accordingly, or (iii) grant CFA full and unfettered access to the Equipment and a license to remove, alter or obliterate any aspect, item, segment or portion of the Equipment that constitutes or includes licensed inventions, patents, trade dress, Trade Secrets or Confidential Information or which displays one or more of the Proprietary Marks. If CFA purchases the Equipment, Licensee shall deliver such purchased Equipment to CFA free and clear of all liens, charges, encumbrances and security interests promptly upon purchase by CFA. If Licensee transfers the Equipment to another Unit, Licensee shall bear all costs and expenses of transporting such Equipment. Once this Unit expires or is terminated, Licensee shall not under any circumstances advertise for sale or otherwise display or depict any of the Equipment as being for sale using any of the Proprietary Marks or any of CFA's trade dress (including, without limitation, CFA's storefront, word marks, logos, countertop, poster and menu board designs) absent the prior written consent of CFA, which consent Licensee acknowledges may be withheld by CFA in its sole and exclusive business judgment. Further, once this Unit expires or is terminated, Licensee shall not under any circumstances make, use, sell or offer for sale any Equipment that would constitute infringement of CFA Properties' Intellectual Property, should CFA Properties maintain non-exhausted Intellectual Property rights in such Equipment.
- (c) Also upon the expiration or termination of the License Term for any reason, Licensee agrees: (i) to cease immediately using any and all of the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties, and to cease immediately operating the Units and if the term of the lease, license or occupancy arrangement for or ownership of the Sites extends beyond such expiration or termination of the License Term, Licensee shall convert the location at each Site where a Unit was operated to a different type of use; (ii) to deliver immediately to CFA

or its designee, at Licensee's expense, the Manual, all materials, data compilations or other things constituting or containing CFA's Confidential Information or Trade Secrets, all advertising contracts and property of CFA in Licensee's possession and all materials, data compilations or other things in Licensee's possession which relate to the operation of the Units (including without limitation Products and Ingredients and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items, other food containers and customer convenience items and other goods that display one or more of the Proprietary Marks, to the extent required by CFA under Section 8.3(b) above), excepting only Licensee's copy of this Agreement, Licensee's tax and personal financial records and copies of any correspondence between CFA and Licensee. CFA agrees to assist Licensee to bring about an immediate, effective, complete and orderly transfer of the items set forth above to CFA or its designee; (iii) to execute any and all agreements and other documents deemed necessary or appropriate by CFA to effectuate such expiration or termination (including without limitation cancellation of any registration or filing made under the last sentence of Section 7.4(a)) in a prompt and timely manner and to effectuate cancellation, change or transfer of business names, telephone numbers, facsimile numbers, email addresses, and Internet domain names, addresses, user names or search terms, or other like items, as applicable and as deemed necessary or appropriate by CFA; (iv) to pay immediately all debts it owes CFA and to pay immediately all debts arising from the operation of the Units or other performance of Licensee's responsibilities under the terms of this Agreement; (v) not to advertise or hold itself out in connection with the operation of any competing business or the sale of any Equipment or other things as having been formerly connected with CFA or to have formerly operated a Unit; and (vi) to make such changes to the Sites and to the Units as CFA may request so as to distinguish the Sites from any other Units. In this regard, Licensee shall, without limiting the generality of the previous sentence, dismantle or otherwise remove from the building and premises of the Units all signage bearing any of the Proprietary Marks and deliver to CFA, pursuant to Section 8.3(b) above, all of such signage.

(d) In the event that the License Term is terminated with respect to one or more, but not all, of the Units, the provisions of this Section 8.3 shall apply only to such terminated Units.

SECTION 9 -- ASSIGNMENT AND TRANSFER

9.1 Assignment by CFA. CFA may sell, transfer and assign any of its rights or obligations under this Agreement to any person, firm or corporation. CFA shall not remain liable for the performance of, and shall automatically be released from, any obligations under this Agreement subsequent to any such assignment. Notwithstanding anything in this Section 9.1 to the contrary, CFA may, in its sole and exclusive business judgment and without the consent of Licensee, pledge or assign its right to receive license fees hereunder, to any creditor, as security for indebtedness. In the event of an assignment or assignments (but not a pledge or pledges) pursuant to this Section by CFA to an unrelated third party, Licensee reserves the right to terminate this Agreement upon thirty (30) calendar days' prior written notice.

9.2 Limitations on Transfer by Licensee.

Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the License hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall not assign any of its rights or obligations under this Agreement voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

SECTION 10 -- MISCELLANEOUS LEGAL MATTERS

10.1 Separate and Independent Business Owner. The Parties acknowledge and agree that the relationship of the parties created pursuant to this Agreement is intended by each party to this Agreement to be and is that of a franchised license between CFA and Licensee, who is a separate and independent business owner, whether a person or entity, and neither party (nor any of their respective employees, agents, or representatives) shall incur any claim, debt, liability or obligation, other than as specifically set forth in this Agreement, to any person or entity, including without limitation the other party, for any action or omission undertaken pursuant to or as a result of this Agreement or under any other circumstances. The parties acknowledge and agree that the creation of the above-described relationship and each party's respective ability to perform and to be legally recognized as being in and having the relationship as set forth above and not another during the License Term is part of the essence and a principal purpose of this Agreement.

- Nothing in this Agreement makes or shall be deemed to make in law or fact Licensee (or any individual whose salary, wages or other compensation was or is to be paid by Licensee) a general or special agent, partner, legal representative, fiduciary, joint venturer, joint employer, co-employer or employee with or of CFA. In all public records in Licensee's relationship with all other persons or entities, and in any document, Licensee agrees to indicate clearly the independent ownership and operation by Licensee of the Units. Licensee shall not make any express or implied agreements, warranties, guarantees or representations or incur any debt or obligation in CFA's name or on its behalf or represent that the relationship of the parties hereto is anything other than that of a franchisor and franchised licensee who are separate and independent businesses. CFA will not be obligated by or have any liability under any agreements made by Licensee with any third party or for any representations made by Licensee to any third party. Licensee shall, upon commencement of Licensee's duties at the Site of any Unit and periodically thereafter, inform each employee that CFA is not such employee's employer. Licensee further agrees to hold itself out to the public as a separate and independent business owner operating the Units pursuant to a franchised license with CFA. Licensee agrees to take such affirmative action as may be necessary to do so, including with regard to signage, forms, solicitations, business cards, stationery, advertising, third-party communications and other materials.
- (b) Although CFA retains the right to establish and modify the CFA System and Manual, Licensee has and shall retain the sole responsibility for and authority to control the day-to-day management and operation of the Units and implementing and

maintaining the CFA System and the Manual at the Units. Licensee further acknowledges and agrees, that the various standards, requirements, specifications and procedures of the CFA System, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that CFA controls or has the authority or right to control any aspect or element of the day-to-day operations of the Units, but only constitute standards Licensee must adhere to when exercising Licensee's own sole control of the day-to-day operations of the Units.

- CFA and Licensee recognize and agree that Licensee's employees are exclusively employed and will remain exclusively employed at all times during the Term of this Agreement by the Licensee and CFA does not and will not employ, co-employ or jointly employ Licensee's employees [delete -at the Site], and does not and will not control or have the authority or right to directly or indirectly control labor or employment matters for Licensee and that Licensee, and not CFA, is solely responsible for controlling and has the sole authority and right to control the terms and conditions of employment for the Units and Licensee's employees, including but not limited to hiring, determining compensation and benefits for, establishing schedules and employment duties for, training, managing, supervising, disciplining, promoting, terminating, paying all wages, benefits and employee-related liabilities for, determining staffing levels, tasks to be performed and workplace and safety rules for such employees.
- (d) Licensee hereby irrevocably affirms, attests and covenants Licensee's belief, agreement, understanding and intent that Licensee's employees are employed and will remain employed at all times during the Term of this Agreement by Licensee and in no fashion is any such employee of Licensee either jointly employed or co employed by CFA. Licensee further affirms, attests and covenants Licensee's belief, agreement, understanding and intent that each of Licensee's employees is and shall remain under the exclusive control of Licensee and never under the direct or indirect control of CFA in any manner whatsoever.
- (e) Licensee and CFA acknowledge that any covenants or other duties imposed upon Licensee by this Agreement are not intended to control or otherwise affect the time, manner or method of Licensee's day-to-day operation of the Units but rather to ensure that: (i) the image of the Units, as ultimately seen and judged by its customers, is as positive as possible and therefore such that the Units can be operated for the greatest mutual benefit of Licensee and CFA; (ii) the Trade Secrets, the Confidential Information, Intellectual Property and other proprietary rights of CFA and CFA Properties are adequately protected; and (iii) all CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement and the Manual are maintained in order to ensure that all customers receive a consistent brand experience, and Licensee has the capability to meet and be in full compliance with CFA's food safety and product quality standards.
- **10.2** Equitable Remedies. Licensee acknowledges, agrees and warrants that any breach or threatened breach by Licensee of any of the material terms of this Agreement, including without limitation a breach of the provisions of Sections 6, 7, 8 or 9, would result in irreparable damage and harm to CFA that would be difficult to ascertain. Accordingly, in such event, CFA shall be entitled, if it so

elects, in addition to any other remedies available to it under this Agreement or at law, to immediate equitable relief therefor, including without limitation, an injunction or an order for specific performance. Nothing in this Section 10 shall be deemed to limit CFA's remedies at law or in equity for any breach by Licensee of any provision of this Agreement. Furthermore, nothing in this Section 10 or otherwise contained in this Agreement shall limit, abridge or modify the rights of CFA in and to its Intellectual Property, including its Trade Secrets, Confidential Information and the Proprietary Marks under any applicable national, federal, state, or local trade secret, trade name, trademark, service mark, patent, copyright, unfair competition, license or other law.

10.3 Indemnification. To the extent that applicable law prohibits either Party from making the indemnification covered by this Section 10.3, then to that extent, against the Party that is thus prohibited, this Section 10.3 shall not be effective, and the other Party's indemnification obligation under this Section 10.3 shall be similarly reduced, so that each Party's obligations under this Section 10.3 are roughly equal. Each of CFA and Licensee (as applicable, the "Indemnitor") shall and does hereby hold harmless and indemnify the other Party and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (collectively, the "Indemnitee"), from and against any and all claims, counterclaims, suits, demands, debts, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action arising out of (i) the untruth or breach of any of the Indemnitor's representations or warranties in this Agreement, or (ii) a breach by the Indemnitor of its obligations under this Agreement, or (iii) the negligent or intentionally wrongful acts or omissions of the Indemnitor or any of its officers, directors, shareholders, agents or employees (including, in the case of Licensee, the unauthorized, unlicensed or otherwise unpermitted or improper operation or condition of any part of the Units or the Sites); and the Indemnitor shall reimburse the Indemnitee for any and all costs, damages, penalties and expenses, including without limitation attorneys' and advisors' fees, costs of investigation and court costs that the Indemnitee incurs by reason of or due to any such acts or omissions by the Indemnitor. The indemnities herein shall continue in full force and effect subsequent to and notwithstanding any expiration or termination of the License Term.

10.4 <u>Cumulative Rights and Remedies.</u> All rights and remedies of the Parties under this Agreement shall be cumulative.

10.5 Choice of Law. This Agreement was made and took effect when accepted and executed by CFA in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the Parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Agreement, and any other aspect of the Parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

10.6 Litigation. Licensee acknowledges and agrees that Licensee has and will continue to develop a substantial and continuing relationship with CFA at its offices in the State of Georgia, where CFA's decision-making authority is vested and where its license program operations are conducted and supervised. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in threatened or pending litigation, then the Superior Court of Fulton County, Georgia, United States of America, and the United States District Court for the Northern District of Georgia, Atlanta Division, shall have exclusive jurisdiction to hear and decide such matter, and each Party hereby submits and consents to the jurisdiction of each such courts, and each Party hereby agrees to commence, conduct and conclude such matters only in such courts. The Parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between Licensee and CFA, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreement and/or the relationship between Licensee and CFA. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by CFA in any appropriate jurisdiction where Licensee is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any Party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained. If either Party files suit or claim to collect sums from or to enforce its rights or any covenant under this Agreement (the "Claiming Party") against the other Party, then the Claiming Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection or other action, should the Claiming Party prevail in such suit or claim, including without limitation attorneys' and advisors' fees, court costs and other expenses of litigation.

10.7 Third Party Claims. Licensee agrees to notify immediately CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of them) any and all actual or threatened demands, claims, notices, suits, actions or other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA's Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party, or at CFA's expense if it is not, extend its full cooperation in all such matters.

10.8 Caveats.

(a) Licensee acknowledges and agrees that it has entered into this Agreement after making an independent investigation of CFA's operations and not in reliance upon any representative or projected gross revenues, volume, earnings or profits which Licensee might be expected to realize, and that CFA has not made any representation, which is not expressly set forth herein, to induce

Licensee to accept the License and execute this Agreement. Licensee represents and warrants that it acknowledges that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors. CFA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LICENSEE ACKNOWLEDGES THAT CFA DID NOT MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE POTENTIAL SUCCESS, EARNINGS, REVENUES OR PROFITS OF THE UNITS THAT WILL BE OPERATED BY LICENSEE UNDER THIS AGREEMENT.

(b) Because complete and detailed uniformity in the operation and appearance of all Units may not be possible or practical in the many varying conditions in which Units will be operated, CFA reserves the right and privilege, which it may exercise in its sole and exclusive business judgment, to vary the terms or conditions of a license agreement (including without limitation the fees to be paid by a licensee) or the standards, specifications, methods, techniques or procedures applicable to the operation of a Unit for any other of its licensees based upon the differing physical, business, demographic or other conditions existing in the particular area in which such Unit is located or upon the differing personal abilities, aptitudes, experiences or financial qualifications of such licensees. Licensee acknowledges that it will not be entitled to receive any such variance allowed to any of CFA's other licensees.

CFA, FOR ITSELF, ITS AFFILIATES, 10.9 Disclaimer. SUCCESSORS AND ASSIGNS, HEREBY DISCLAIMS ANY ALL EXPRESS OR **IMPLIED** WARRANTIES CONCERNING ANY GOODS OR SERVICES SOLD OR APPROVED BY IT, OR THE LICENSE GRANTED BY IT, OR ADVICE. GUIDANCE. APPROVAL OR DIRECTIONS RENDERED BY IT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, QUANTITY OR PRICING. LICENSEE AGREES NOT TO MAKE ANY STATEMENT, REPRESENTATION OR CLAIM OR TO GIVE ANY WARRANTY TO THE CONTRARY TO ANY CUSTOMER OR POTENTIAL CUSTOMER OR ANY OTHER PARTY.

SECTION 11 -- GENERAL PROVISIONS

11.1 No Implied Waiver.

- (a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require full performance of that provision at any time thereafter, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or a waiver of a breach of any other provision of this Agreement or as nullifying the effectiveness of such provision or any other provision.
- (b) The failure of either Party to seek redress for any violation of this Agreement or to take action based upon a Licensee or CFA Termination Event, as the case may be, or to insist upon the strict performance of any condition of this Agreement, shall not

prevent a subsequent act, which would have originally constituted a Termination Event or violation of this Agreement, from having all the force and effect of an original Termination Event or violation. The receipt or acceptance by either Party of any fees or other payments with knowledge of a Termination Event or violation of this Agreement shall not be deemed a waiver of any such relief with respect to such Termination Event or violation. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver be in writing signed by the Party. No payment by either Party or receipt or acceptance by the other Party of a lesser amount than the amount required to be paid shall be deemed to be other than on account of the correct payment.

11.2 Procedure for Notice. Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by facsimile with electronic verification of receipt being received by the sending Party (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or three (3) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, returned receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that Party shall have given written notice of change of address to the sending Party.

11.3 Severability; Binding Upon Assigns; Further Assurances. If any provision or provisions of this Agreement shall for any reason be declared invalid or ineffectual by any court or agency of competent jurisdiction, the other provisions hereof shall nonetheless remain valid and shall continue in full force and effect. If it shall be impossible to continue such other provisions of this Agreement in full force and effect after the excision of the provision or provisions so declared invalid or ineffectual, then CFA and Licensee each undertake and agree that they will, upon demand of CFA, make, execute, acknowledge and deliver any and all instruments which CFA deems necessary or appropriate to accomplish lawfully such continuance. It is the intention of the Parties that this provision may be enforced in equity in addition to and not to the exclusion of any other remedies which may be available to the Parties to this Agreement. This Agreement shall be binding upon, and its benefits shall inure to, Licensee and its successors and assigns (subject to the provisions of Section 9) and to CFA and its successors and assigns. From time to time during the License Term, Licensee, upon receipt of the written request of CFA, agrees to execute such other documents or instruments as CFA may reasonably deem necessary or appropriate to carry out and complete the terms hereof.

11.4 <u>Headings</u>, <u>Addenda</u>, <u>Exhibits</u>. The captions and headings of the Sections or other subsections of this Agreement are inserted for convenience and reference only and shall have no effect on the meaning of the Agreement. References to Sections, Addenda and Exhibits refer to sections, addenda and exhibits of this Agreement. All Addenda and Exhibits and other attachments to this Agreement are hereby incorporated by reference into this Agreement.

11.5 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument.

11.6 <u>Personal Pronouns</u>; <u>Plurals</u>. Each personal pronoun used herein, whether masculine, feminine or neuter, shall include the other gender or genders as the context requires or permits. Each plural or singular verb shall include the other number as the context requires or permits.

11.7 <u>Continued Effectiveness of This Agreement</u>. Except for provisions relating only to the License granted to Licensee under Section 2, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee's obligations under Sections 7, 8 and 10) extend beyond the expiration or termination of the License Term.

11.8 <u>Conflicts</u>. This Agreement shall control in the event of any conflict between this Agreement and any other agreements Licensee may make with respect to the Units.

11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No other representations have induced Licensee to sign this Agreement except that Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either Party and none shall have any force or effect with reference to this Agreement. No officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

11.10 <u>U.S. Executive Order Representation.</u> Licensee represents and warrants that it has not been designated as a suspected terrorist under U.S. Executive Order 13224.

11.11 <u>Miscellaneous</u>. Words of inclusion used in this Agreement (such as "including") shall not be deemed to be words of limitation, such that any items or things listed as "included" in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.

EXHIBIT 1

CONFIDENTIALITY AGREEMENT SELF-OP AGREEMENT

This form of Agreement must be signed by Licensee personnel working as a manager or supervisor in a Unit

CHICK-FIL-A, INC. Signature: Printed Name:		[LICENSEE] Signature: Printed Name:		
ensure location and ser	fil-A and its licensed operators have devel that all Chick-fil-A products and the man n, conform to the same high standards tha vice. Therefore, in return for the right to is follows:	nner in which they are presont have given Chick-fil-A its	ented and sold, regardless of sales reputation for first class products	
1.	You agree to comply with all Chick-fil-A manual, training guide and orientation not procedure furnished by Chick-fil-A.	policies and procedures contebook (if provided to you) an	ained in the Chick-fil-A operations ad any other statements of policy or	
SIGNA	You agree to treat the following material Chick-fil-A and you will not use these material Chick-fil-A products and you will not pubperson or entity except as authorized by training and orientation manuals; any Chick recipes; any data relating to sales of Chick suppliers or customers of Chick-fil-A; any your obligations in this paragraph 2 must be above materials or information, that period to operate or work in conjunction with a CITURES OF LICENSEE PERSONNEL (INDING DATE OF WORK IN CHICK-FI	terials or this information ex- lish or disclose any of these Chick-fil-A in writing to do ck-fil-A product preparation, p- fil-A products and any other business or product plans or p be limited to a specified period of time shall be the term of ti- hick-fil-A unit plus the three (F REQUIRED TO SIGN), I	cept in conjunction with the sale of materials or this information to any so: the contents of the operations, presentation methods, procedures or financial data or plans; any lists of rojections. If, under applicable law, d of time with respect to any of the me during which you are authorized (3) years following the term.	
Position	Name:	Printed Name:		
Signatu	re:	Signature:		
Start:	re:End:	Start:	End:	
Printed	Name:	Printed Name:		
Position	1:	Position:		
Signatu	re:	Signature:		
Start:	End:	Start:	End:	
Printed	Name:	Printed Name:		
Position	1:	Position:		
Signatu	re:	Signature:		
Start:	End:	Start:	End:	

 $(attach\ additional\ sheets\ for\ additional\ personnel\ signatures)$

EXHIBIT 2

SITE DESCRIPTION FORM

EXHIBIT 2

Site Description Form

* The Parties agree that they will maintain a Site Description Form for each Site (whether an Initial Site or an Additional Site). The Parties agree that they will attach to this Exhibit 2 Site Description Forms for all Sites. References to "Exhibit 2" in the License Agreement will be deemed to include all such Site Description Forms.

Location name, address and telephone

LICENSEE APPROVAL: 2. Licensee: Ву Name _____ 3. Description of Retail Area(s) at Site: Title Other regional or national brands sold at 4. proposed Site: **CHICK-FIL-A, INC. APPROVAL:** Ву 5. Menu: Name _____ Days of Operation: 6. Title Date 7. Hours of Operation: 8. Attach School Calendar (if Site is at a school)

1.

number of Site:

ADDENDUM A

CFA Trademarks, Service Marks and Tradenames

The following trademarks,	, service marks, tra	de names, lo	go types and	l other comme	rcial symbols	are presently
registered on the principal register	of the United State	es Patent and	Trademark	Office:		

Mark	Registration /	Registration /
	Application	Application
	Number	Date*
Authentic Originals Logo	7,255,003	12/26/2023
Block C Logo	4,213,524	09/25/2012
Block C Logo	7,018,860	04/04/2023
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	7,018,859	04/04/2023
Chick-fil-A	98/403,995**	02/13/2024
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	7,019,097	04/04/2023
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Code Moo	97/809,829**	02/24/2023

	1	
Coma Más Chikin	97/882,890**	04/11/2023
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	7,274,314	01/16/2024
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023
Delivery From Us to You & Design	6,569,305	11/23/2021
Delivery Pin Design	98/360,588**	01/17/2024
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (Stylized)	98/112,871**	02/13/2023
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	7,026,679	04/11/2023
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) &	7,224,738	11/21/2023
Design		
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	98/430,584**	03/02/2024
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	7,196,209	10/17/2023
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
	0,000,00	
Waffle Fry Heart Design	98/349,346**	01/09/2024

We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
Zi Fei Le (Traditional Chinese Characters)	98/297,187**	12/04/2023

^{*} Any required affidavits and renewals pertaining to these Marks have been filed.

^{**} An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

ADDENDUM B

CORE MENU FOR LICENSED UNITS

Entrées

Entrée 1 (Full)	Entrée 2 (No Strips)	Entrée 3 (No Strips/Spicy)	Entrée 4* (No Strips/Grilled/Deluxe)	Entrée 5* (CFA Sandwich/ Nuggets)
CFA Sandwich CFA Deluxe CFA Nuggets (8, 12; 5 if Kids Meal) Chick-n-Strips (3/4 count; 2 count if Kids Meal) Grilled Chicken Sandwich Grilled Club Sandwich Spicy Sandwich Spicy Sandwich Spicy Deluxe Grilled Nuggets (8, 12; 5 if Kids Meal)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe CFA Nuggets (8, 12; 5 if Kids Meal) Grilled Chicken Sandwich Grilled Club Sandwich Spicy Chicken Sandwich Spicy Deluxe Grilled Nuggets (8, 12; 5 if Kids Meal)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe CFA Nuggets (8, 12; 5 if Kids Meal) Grilled Chicken Sandwich Grilled Club Sandwich Grilled Nuggets (8, 12; 5 if Kids Meal)	Chick-fil-A® Sandwich Chick-fil-A® Nuggets (8 & 30ct, 5ct if Kids Meal) Spicy Chicken Sandwich	Chick-fil-A® Sandwich Chick-fil-A® Nuggets (8 & 30ct, 5ct if Kids Meal)
			*only available for approved locations	*only available for approved locations
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited thawing capacity Limited storage	 Limited thawing capacity Limited storage Limited equipment (No spicy fryer/≤ 2 Henny Pennys) 	Limited thawing capacity Limited storage Limited equipment (no cooler/grill) A la carte/no meals Seasonal/Event Hours	Limited thawing capacity Limited storage Limited equipment (no cooler/grill/spicy fryer) A la carte/no meals Seasonal/Event Hours



Treats

Desserts/Iced Coffee/Treats (Full)	Desserts/Iced Coffee/Treats (No Cookie)	Desserts/Iced Coffee/Treats (Brownie Only)
Chocolate Chunk Cookie (1 ct, 6ct) Brownie Icedream® (Cup & Cone) Milkshakes (All Core + LTF) Frosted Lemonade (Diet + Regular)- unless Beverages 3 Frosted Coffee Iced Coffee	Brownie Icedream® (Cup & Cone) Mikkshakes (All Core + LTF) Frosted Lemonade (Diet + Regular)- unless Beverages 3 Frosted Coffee Iced Coffee	Brownie
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited equipment (no oven)	Limited equipment (no oven/Icedream® machine/milkshake dispenser Limited cooler space



Beverages

Beverages 1 (Full)	Beverages 2 (No Soft Drinks)	Beverages 3 (No Tea/No Lemonade)
Soft Drinks Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water	Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water	Soft Drinks Bottled Water
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	 Limited equipment (no carbonator/ drink tower) 	Limited equipment (no lemonade bubbler/tea brewer)



Salads + Wraps

Salads + Wraps 1 (Full)	Salads + Wraps 2 (No SSW or Wrap)	Salads + Wraps 3 (Side Salad + Wrap Only)	Salads + Wraps 4 (Market Salad Only)	Salads + Wraps 5 (No Salads/Wraps)
Market Salad Cobb Salad Spicy Southwest Salad Chick-fil-A® Cool Wrap Side Salad	Market Salad Cobb Salad Side Salad	Chick-fil-A® Cool Wrap Side Salad	Market Salad	
Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinalgrette Fat Free Honey Mustard Light Italian	
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited cold storage/holding Limited prep space Limited equipment capacity (sink)	Limited cold storage/holding Limited prep space Limited equipment capacity (sink) Peak hour capacity/ throughput	Limited cold storage/holding Limited prep space Limited equipment capacity (sink)	Limited cold storage/holding Limited prep space Limited equipment (no grill/cooler) Limited equipment capacity (sinking prepared to the present prepared to the present prepared to the present prese



Kid's Meals

Kids Meals 1 (Full)	Kids Meals 2 (No Strips)	Kids Meals 3 (No Kids Meals)
CFA Nugget Meal (5 count) Grilled Nugget Meal (5 count) Chick-n-Strips Meal (2 count)	Chick-fil-A® Nugget Meal (5 count) Grilled Nugget Meal (5 count) (unless on Entrées 4 or 5)	
Sides: Fruit Cup (S) (unless on Sides 5 or 6) Waffle Potato Fries (S) (unless on Sides 6) Apple Sauce Mac + Cheese (unless on Sides 3 or 4)	Sides: Fruit Cup (\$) (unless on Sides 5 or 6) Waffle Potato Fries (\$) (unless on Sides 6) Apple Sauce Mac + Cheese (unless on Sides 3 or 4)	
Beverages: Plain Milk Chocolate Milk Apple Juice	Beverages: Plain Milk Chocolate Milk Apple Juice	
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited thawing capacity	Venue market/space/waste does not warrant Kids Meals



Sides

Sides 1 (Full)	Sides 2 (No Soup)	Sides 3 (No Soup/ Mac + Cheese)	Sides 4 (No Soup/ Mac + Cheese/ Kale Crunch)	Sides 5* (Waffle Fries & Chips)	Sides 6* (Chips Only)*
CFA Waffle Potato Fries (M. L. 5.1 Kids Meal) Fruit Cup (M. 5.1 Kids Meal) Chicken Noodle Large Kale Crunch GYP (If Breakfast) Mac + Cheese Chips SEASONAL: CTS	CFA Waffle Potato Fries (M, L, S if Kids Meai) Fruit Cup (M, S if Kids Meai) Large Kale Crunch GYP (If Breakfast) Mac + Cheese Chips	CFA Waffle Potato Fries (M. L. SI KRIS Meal) Fruit Cup (M. SI KRIS Meal) Large Kale Crunch GYP (If Breakfast) Chips	CFA Waffle Potato Fries (M, L, S If Kids Meal) Fruit Cup (M, S If Kids Meal) GYP (If Breakfast) Chips	CFA Waffle Potato Fries (L, 51f Kids Meal) Chips	Chips
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	*only available for approved locations	*only available for approved locations
N/A	Limited equipment (no soup burner/warmer) Limited space/waste	Limited equipment (no soup burner/warmer/merco) Limited space/waste	CONSTRAINTS - Limited equipment (no soup burner/ warmer/merco/ Itd or no cooler/produce prep surface) - Limited space/waste	CONSTRAINTS -Limited equipment (no soup burner/ warmer/ merco /cooler/produce sink) -Limited space/waste -A la carte/no meals -Seasonal/Event Hours	CONSTRAINTS Limited equipment (no soup burner/ warmer/ merco /cooler/produce sink/waffle potato fryer) A la carte/no meals -Seasonal/Event Hours



Breakfast

Breakfast 1 (Full)	Breakfast 2 (No Sausage/Muffin)	Breakfast 2A (No Sausage/Muffin/Coffee)	Breakfast 3 (CFA Chicken Biscuits & Minis)	Breakfast 3A (CFA Chicken Biscuits & Minis/No Coffee)	Breakfast 4 (No Breakfast)
CFA Chicken Biscuit Spicy Chicken Filet Biscuit CFA Chick-n-Minis (4, 10 ct) SEC Biscuit SEC Muffin BEC Biscuit BEC Muffin Hashbrown Scramble Burrito+ Bowl (Chicken or Sausage) Biscuit Egg White Grill	CFA Chicken Biscuit Spicy Chicken Filet Biscuit CFA Chick-n-Minis (4, 10 ct) BEC Biscuit Biscuit	CFA Chicken Biscuit Spicy Chicken Filet Biscuit CFA Chick-n-Minis (4, 10 ct) BEC Biscuit Biscuit	CFA Chicken Biscuit Spicy Chicken Filet Biscuit ChCFA Chick-n-Minis (4, 10 ct) Biscuit	CFA Chicken Biscuit Spicy Chicken Filet Biscuit (CFA Chick-n-Minis (4, 10 ct) Biscuit	
Beverages: Coffee	Beverages: Coffee OJ	Beverages:	Beverages: Coffee OJ	Beverages:	
Sides: Hash browns Fruit Cup (M, Sirkids Meal) GYP	Sides: Hash browns Fruit Cup (M, S if Kids Meal) GYP	Sides: Hash browns Fruit Cup (M, S if Kids Meal) GYP	Sides: Hash browns Fruit Cup (M, S if Kids Meal) GYP	Sides: Hash browns Fruit Cup (M, S if Kids Meal) GYP	
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited equipment (no toaster) Limited space/waste	Limited equipment (no toaster/coffee brewer) Limited space/waste	Limited equipment (no toaster/griddle) Limited space/waste	Limited equipment (no toaster/griddle/coffee brewer) Limited space/waste	Hours/space/waste do not warrant breakfast
(A)					

Catering

NOTE: Licensed Captive Venues are not authorized to cater unless they have an approved written

Entrée 1 (Full)	Entrée 2 (No Strips/Grilled)	Beverages 1 (Full)*	Sides 1 (Full)	Sides 2 (No MC)	Sides 3 (No MC, KC)
Trays Grilled Chicken Bundle (serves 10) Hot Chick-fil-A® Nugget (S, M, L) Hot Chick-n-Strips® (S, M, L) Chilled Chick-fil-A® Nugget (S, M, L) Chilled Chick-n-Strips® (S, M, L) Chilled Grilled Chicken Sub Sandwich (S, M, L) Chilled Grilled Spicy Chicken	Travs Hot Chick-fil-A® Nugget (S, M, L) Chilled Chick-fil-A® Nugget (S, M, L) Packaged Meals - Chick-fil-A® Sandwich - Sploy Chicken Sandwich - Chick-fil-A® Nugget (8ct)	1 Gallon locd Tea (Sweet /Unsweet/1/2 & 1/2)	Fruit Cup (S, M, L) GYP (If Breakfast) (+Granola, Ckie Crmbs) Kale Crunch (L) Chips Trays Fruit Tray (S, L) Mac & Cheese (S, L) Kale Crunch (S, L)	Fruit Cup (S, M, L) GYP (If Breakfast (+Granola, Ckie Crmbs) Kale Crunch (L) Chips Travs Fruit Tray (S, L) Kale Crunch (S, L)	Fruit Cup (S, M, L) GYP (if Breakfast) (+Granola, Ckie Crmbs) Chips Trays Fruit Tray (S, L)
Sub Sandwich (S,M,L)		1% Chocolate Milk Additional	Treats 1 (Full)	Trea (Bro	ts 2 wnie Only)
Packaged Meals Chick-fil-A@ Sandwich Spicy Chicken Sandwich Chick-fil-A@ Nugget (6ct) Chilled Grilled Chicken Sub Spicy Chilled Grilled Chicken Sub		Bag of Ice Ice Bucket Ice Scoop	Cookie (1ct, 6ct) Brownie Travs Cookie (S, L) Brownie (S, L) Cookie & Brownie (S, L)		
+ all 8oz Sauces					

*Please align Catering Beverages, LTO/Seasonal items with on-site menu

Catering

NOTE: Licensed Captive Venues are not authorized to cater unless they have an approved written

Salads/Wraps 1 (Full)	Salads/Wraps 2 (No SSW)	Salads/Wraps 3 (No SSW/Wrap)	Salads/Wraps 4 (Wrap +Side Salad)
Market Salad (Grilled /No Chicken) Cobb Salad (Grilled /No Chicken) Spicy Southwest Salad (Grilled Grilled Spicy,/No Chicken) Side Salad Chick-fil-A® Cool Wrap Southwest Veggie Wrap Spicy Grilled Chicken Cool Wrap	Market Salad (Grilled /No Chicken) Cobb Salad (Grilled /No Chicken) Side Salad Chick-fil-A® Cool Wrap	Market Salad (Grilled /No Chicken) Cobb Salad (Grilled /No Chicken) Side Salad	Side Salad Chick-fil-A® Cool Wrap One of the control of the cont
Trays Chick-fil-A® Cool Wrap Trays (S, M, L) Garden Salad Tray (S, L) Southwest Veggie Wrap Trays (S, M, L) Spicy Grilled Chicken Cool Wrap(S, M, L)	Trays Chick-fil-A® Cool Wrap Trays (S, M, L) Garden Salad Tray (S, L)	Trays Garden Salad Tray (S, L)	Trays • Chick-fil-A® Cool Wrap Trays (S, M, L) • Garden Salad Tray (S, L)
Packaged Meals Chick-fil-A® Cool Wrap Southwest Veggle Wrap Spicy Grilled Chicken Cool Wrap	Packaged Meals Chick-fil-A® Cool Wrap		Packaged Meals Chick-fil-A® Cool Wrap
Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Kalian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian



Catering

NOTE: Licensed Captive Venues are not authorized to cater unless they have an approved written

Breakfast 1 (Full)	Breakfast 2 (No Sausage)	Breakfast 3 (No Sausage/Bacon)	Breakfast 4
Chick-fil-A® Chicken Biscuit Spicy Chicken Biscuit Bacon Biscuit Sausage Biscuit Buttered Biscuit	Chick-fil-A® Chicken Biscuit Spicy Chicken Biscuit Bacon Biscuit Buttered Biscuit	Chick-fil-A® Chicken Biscuit Spicy Chicken Biscuit Buttered Biscuit	No Breakfast
Tray • Chick-fil-A Chick-n-Minis™ (S, L)	Tray • Chick-fil-A Chick-n-Minis™ (S, L)	Tray • Chick-fil-A Chick-n-Minis™ (S, L)	
Sides: GYP (w/ Granola or Cookie Crumbs) Fruit Cup (S, M, L) Trays Fruit Tray (S, L)	Sides: GYP (w/ Granola or Cookie Crumbs) Fruit Cup (S, M, L) Trays Fruit Tray (S, L)	Sides: GYP (w/ Granola or Cookie Crumbs) Fruit Cup (S, M, L) Trays Fruit Tray (S, L)	
Beverages: Coffee (96oz) Simply Orange® (11.5oz bottle)	Beverages: Coffee (96oz) Simply Orange® (11.5oz bottle)	Beverages: Coffee (96oz) Simply Orange® (11.5oz bottle)	



ADDENDUM C

LICENSE FEES

- License Fees. In return for the rights and the License granted under this Agreement, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to ten percent (10%) of Gross Receipts collected during Licensee's four week accounting period ("Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, with respect to each Unit located at or within a transportation facility, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to seven percent (7%) of Gross Receipts collected during Licensee's Accounting Period, payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. The foregoing sentence shall apply only to Units located at or within transportation facilities and to no other Units under this Agreement.
- 2. <u>Training Fees</u>. The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, is \$250 per additional employee for the 2-day in-person experience only and \$400 per additional employee for both the 2-day in-person experience and Licensee training program, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.

ADDENDUM D

CHICK-FIL-A LICENSING PROGRAM SALES REPORTING PROCEDURES

The following procedures are to be used by Licensees of Chick-fil-A locations to report Gross Receipts.

Daily and Monthly Sales Reporting

In accordance with best practices for the operation of a Unit under this Agreement, Licensee should report, on a daily basis, all sales of Products generated through all Sales Channels utilized in a Unit by submitting all necessary and appropriate sales reports, data and information to CFA via the CFA Licensee Sales Portal. Licensee should submit all sales reports and data daily after closing for business on each business day or prior to opening for business on the next business day to ensure Licensee remains current with all of Licensee's daily reporting obligations.

Licensee must submit monthly Gross Receipts reports by the fifth (5th) day of each calendar month for the preceding Accounting Period.

Sales Reporting and Supporting Documentation

With each monthly Gross Receipts report submitted to CFA, Licensee must provide supporting documentation to CFA in the form of a .pdf generated from Licensee's Point-of-Sale system. At each Unit, Gross Receipts are collected through one or more Sales Channels; Licensee must submit to CFA via the CFA Licensee Sales Portal all necessary and appropriate reports and supporting documentation to fully and accurately report and represent all Gross Receipts collected through all Sales Channels utilized at each Unit.

Remittance of License Fees

The License Fees due and payable to CFA under this Agreement may be remitted to CFA by mail or by ACH and must be received by CFA on or before the 25th day of each calendar month for the preceding Accounting Period. If paying the License Fees by mail, Licensee should mail the License Fees to:

Chick-fil-A, Inc. P.O. Box 208913 Dallas, TX 75320-8806

EXHIBIT "B-2"

LICENSE AGREEMENT (FOOD SERVICE PROVIDERS)

CHICK-FIL-A, INC./[LICENSEE] LICENSE AGREEMENT

bound by this Agreement, CFA and Licensee (col all of the terms and conditions of this Agreement.	lectively, the "Parties," individually a "l	Party") have fully reviewed and agree
CHICK-FIL-A, INC., a Georgia corporation 5200 Buffington Road Atlanta, Georgia 30349-2998		
By: Name: Title:	Witness	
(CORPORATE SEAL)		
LICENSEE		
Telephone: ()		
By: Date:	Witness	
By:	OF THIS AGREEMENT BEGIN OF	

TERMS AND CONDITIONS

BACKGROUND

- A. CFA originated and owns the rights to a distinctive system (defined below as the "CFA System") for marketing, preparing and selling certain chicken and other food products (defined in Section 1.1 (k) below as the "Products").
- B. Licensee would like to license from CFA the right to use the CFA System to sell, directly or through Third Party Operators (as defined in Section 2.6), certain of the Products from kiosks, mobile carts, custom facades, counter areas or other retail facilities.
- C. CFA is willing to grant Licensee such a license subject to Licensee's full compliance with the terms and conditions of this Agreement, including Licensee's willingness to exercise its license rights only in full accordance with the Chick-fil-A Culture (as defined in Section 6.1).

SECTION 1--DEFINITIONS

- 1.1 <u>Defined Terms and Phrases</u>. This Section 1.1 sets forth the definition of certain terms used in this Agreement. Other definitions are found elsewhere in this Agreement. Defined terms may be used in the singular or plural.
- (a) "Additional Site" means any additional Site where CFA and Licensee agree, after the Effective Date, for Licensee to establish and operate Unit(s) pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement.
- (b) "<u>Authorized Products</u>" means those Products that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.
- (c) "CFA" and "Chick-fil-A" are defined in the preamble; "CFA" and "Chick-fil-A" also include any assignees, designees or successors or assigns of Chick-fil-A, Inc.
- (d) "CFA System" means CFA's proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes, among other things, Chick-fil-A's: food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chickfil-A Culture; and certain Intellectual Property owned by CFA's affiliate, CFA Properties, Inc. ("CFA Properties").
- (e) "Confidential Information" means valuable and proprietary confidential business information or data of or about a Party or CFA Properties other than "Trade Secrets" (as defined in Section 1.1(o) below). "Confidential

Information" of CFA also includes any items specifically designated as a Trade Secret of CFA in Section 7.2 that are ultimately determined under applicable law not to constitute a "trade secret" but that otherwise meet the definition of Confidential Information. LICENSEE ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION OF CFA.

- "Gross Receipts" for any period for a particular Unit means Licensee's entire gross receipts as determined according to generally accepted accounting principles (excluding only sales taxes or value added taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales of Products, goods, wares and merchandise and from all services performed at, from or in connection with or through the Unit during such period, whether for cash, check or on a charge, credit, time basis or otherwise, including (a) sales originating from orders accepted by Licensee at or away from the Unit, or placed by telephone, fax, delivery/mobile app, requisition or other similar means (collectively "Sales Channels") or other similar means received or filled at the Unit and (b) any assumed gross revenues of Licensee for purposes of any loss of profits insurance claim. "Gross Receipts" shall not include (i) any refunds to customers previously included in Gross Receipts, and (ii) meals given at any Retail Area to employees of Licensee that work in a Unit at the Retail Area incident to their employment.
- (g) "Ingredients" means every ingredient, mix, spice, cooking aid, wrapping, food container and all other items necessary or optional for preparing the Products for sale.
- (h) "Initial Sites" means the Site(s) existing as of the Effective Date.
- "Intellectual Property" means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Proprietary Marks (as defined in Section 1.1(1)), and other registered and unregistered trademarks and service marks, trademark and service marks registrations and applications, moral rights, and any other rights to any form or medium of expression, (iii) Trade Secrets (as defined in Section 1.1(o)), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents, patent registrations and patent applications, (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws of any State and the United States, and (vi) any other similar rights or interests, recognized by applicable law.
- (j) "Manual" means collectively the operations, training and orientation manuals prepared by or on behalf of CFA that CFA will provide to Licensee as a guide for operating the Units and all other written, electronic, audiotaped or videotaped materials prepared by or on behalf of CFA for the same or a related purpose and delivered or made

available to Licensee pursuant to Section 6.5, plus any amendments or additions thereto and any and all non-English language versions thereof (whether prepared by or on behalf of CFA or Licensee).

- (k) "Products" means all present and future items of food and drink and all non-food inventory intended by CFA to be sold to or used by Chick-fil-A customers generally, including the Authorized Products.
- (1) "Proprietary Marks" means collectively currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, which CFA Properties has licensed to CFA for its own use and to sublicense others to use with the CFA System, including those service marks, trademarks and trade names listed on Addendum A.
- (m) "<u>Site</u>" means the building or facility in which the Unit is located. The "Site" of a Unit not located in a building or facility shall be deemed to be the physical location of the Unit.
- (n) "<u>Retail Area</u>" means the retail area or food court located at or within a Site.
- "Trade Secrets" means information or data of or about a Party or CFA Properties (including, but not limited to, confidential business information, technical or nontechnical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.
- (p) "<u>Unit</u>" means each Chick-fil-A facility, kiosk, mobile cart, custom facade, counter area or other retail facility from which Licensee is licensed to sell Products pursuant to this Agreement.

SECTION 2--GRANT AND TERM OF LICENSE

2.1 <u>License</u>. Subject to the terms and conditions of this Agreement, CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the "License") during the License Term (as defined in Section 2.5), directly or through "Third Party Operators" as provided in Section 2.6, to: (a) establish and operate a Unit at each Site approved by CFA and licensed to Licensee by CFA, including the Initial Sites

and any Additional Sites that may be approved by CFA pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement; (b) sell the Authorized Products from the Units; (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units, and (d) advertise the Units to the public, consistent with CFA advertising policies. Licensee and CFA shall complete CFA's then current version of its "Site Description Form" in the form of Exhibit 2 hereto for each Site from which Licensee is authorized to operate a Unit. These completed Site Description Forms shall be maintained by CFA and their contents are deemed incorporated by reference into this Agreement.

- 2.2 **Menus.** The core menu for licensed units is set forth on Addendum B. The core menu applicable to each Unit, which may be modified, amended or otherwise supplemented by the Parties from time to time pursuant to mutual agreement, is set forth on the Site Description Form for the Site from which Licensee is authorized to operate such Unit.
- 2.3 <u>License Not Exclusive</u>. Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA reserves the right to operate or to grant parties other than Licensee the right to operate Units or other Chickfil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, during the License Term (as defined in Section 2.5), CFA shall not operate or grant other parties the right to operate Units or other Chick-fil-A restaurants from any Site where Licensee operates a Unit.
- 2.4 <u>Limitation of License Rights</u>. Except as is otherwise permitted under this Agreement (including Section 2.6), the License and rights granted Licensee in this Agreement are for the sole benefit of Licensee and Licensee shall not grant any third party not directly affiliated with Licensee the right to use the Proprietary Marks or the CFA System to sell any products or services from any location. CFA reserves to itself all other rights not granted expressly to Licensee under this Agreement.
- 2.5 License Term. The initial term of the License granted Licensee pursuant to this Section 2 (the "License Term") shall begin on the Effective Date and shall end on the date that is (_) years after the Effective Date (the "Initial Termination Date"), subject to its earlier termination pursuant to Section 8. Licensee acknowledges and agrees that: (1) Licensee, under this Agreement, has no right either to extend or renew the License Term or to be offered or granted a new license agreement by CFA upon the Initial Termination Date; and (2) CFA is under no obligation under this Agreement either to extend or renew the License Term or to offer or grant a new license agreement to Licensee upon the Initial Termination Date. Any decision by CFA to offer Licensee the opportunity to enter into a new license agreement regarding the License granted in this Section 2 for a period of time beyond the Initial Termination Date: (1) shall be made in the exercise of CFA's sole and exclusive business judgment (which may include, without limitation, its assessment of Licensee's performance

under and adherence to the terms of this Agreement, Licensee's ability to continue to operate at the Sites, and the past economic and operational performance of the Units); (2) may be extended or otherwise made in the form of CFA's thencurrent form of license agreement (which may include new terms, conditions and fees); and (3) is not and shall not be deemed to be a part of this Agreement. The License Term shall include any modifications to the initial term of the License agreed to by CFA in writing.

- 2.6 Third Party Operators. Licensee may enter into a food service or management relationship with third parties ("Third Party Operators") for the Third Party Operators to operate one or more Units if the following conditions are satisfied before the Third Party Operators are given any rights with respect to Chick-fil-A products: (i) the Third Party Operators and all Third Party Operator personnel and all other persons working in a Unit operated by a Third Party Operator ("Third Party Personnel") must have signed a Chick-fil-A "Confidentiality Agreement" in the form of Exhibit 1; and (ii) CFA must have approved the Third Party Operator arrangement in writing.
- (a) Administrative Matters. CFA will supply Licensee with a supply of Confidentiality Agreement forms, pre-signed by CFA. Licensee shall maintain all signed Confidentiality Agreements in an organized and secure manner. Licensee shall provide CFA with original executed copies of each Confidentiality Agreement upon request of CFA. At the end of each calendar year during the License Term, Licensee shall provide CFA with a list of all parties who have signed (or are required to sign under this Section 2.6) a Confidentiality Agreement.
- (b) Rationale for Section 2.6 Requirements. The Parties acknowledge that the requirements set forth in this Section 2.6 are designed to make sure that every party involved in the operation of a Unit or the sale of Products as a result of this Agreement are legally bound to CFA to comply with all applicable Chick-fil-A standards, policies and procedures. Licensee accepts responsibility for making sure that all such parties including Third Party Operators and all persons working in Units operated by the Third Party Operators comply with all such standards, policies and procedures (including but not limited to those set forth in the Confidentiality Agreement and the Manual). Licensee shall, in appropriate cases, take legal action (or cooperate with CFA in any legal action taken by CFA) to enforce compliance with or address breaches or threatened breaches of any such standards, policies and procedures by such Third Party Operators and their employees.

SECTION 3--SITES

3.1 <u>Additional Sites</u>. If during the License Term Licensee determines that it would (itself or through Third Party Operators) like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA all information about the proposed Additional Site requested by CFA. CFA is under no obligation to offer Licensee the opportunity to operate Units at Additional Sites, and CFA reserves the right under Section 3 hereof not to offer Licensee the opportunity to operate Units at Additional

Sites. CFA shall have the option to reject or tentatively accept the proposed Additional Site, pending CFA's completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the Site. After CFA has completed the site visit, Licensee shall complete a Site Description Form for the proposed Additional Site and submit it to CFA for final approval. CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee's proposal for Additional Sites if CFA determines, in its sole and exclusive business judgment, that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease, facility, use, occupancy or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. As a condition to CFA's approval of each Additional Site, CFA may require, in its sole and exclusive business judgment, that: (i) Licensee execute a new, separate then-current form of License Agreement for each such Additional Site; and (ii) Licensee pay an initial license fee for each such Additional Site, if CFA generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

3.2 <u>Responsibility</u>. Notwithstanding Section 3.1, Licensee has the sole responsibility for the selection of any Sites and the location of Units there. Approval by CFA of Sites shall not constitute a representation or warranty by CFA that the Units operated at the Sites will be profitable or safe for customers or employees or other personnel of Licensee or Third Party Operator. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

SECTION 4--FEES

4.1 <u>License Fees and Other Fees.</u> Addendum C sets forth license fees and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such license fees and other fees. Licensee agrees to pay all such license fees and other fees as and when they are due and in accordance with all CFA policies.

SECTION 5--TRAINING AND ASSISTANCE

5.1 <u>Training</u>. Before Licensee can begin operating a Unit, it must send at least two (2) management-level personnel from the Site, whose duties include management or supervision of Licensee's employees at the Unit, to an initial Licensee training program sponsored by CFA and these individuals must complete the program to CFA's satisfaction. Before Licensee can begin operating a Unit, Licensee must also send at least two (2) or, at Chick-fil-A's sole election and option, one (1) other senior management-level employee from the Unit, whose duties may also include management or supervision of Licensee's employees at the Unit, to the in person cultural experience portion of the Licensee initial training program designated by CFA and these employees must complete that portion of the program to CFA's satisfaction. CFA shall determine the

location, time, content and length of the training program. CFA shall waive a tuition charge for the first two (2) such management-level personnel attending the training program from the Site. Additional personnel may attend the training program if there is space available in the program and Licensee pays the tuition (as set by CFA on Addendum C) for the program. Licensee shall be responsible for the travel, room, living and other expenses, wages, benefits and workers compensation coverage incurred by personnel attending the training program. Licensee shall ensure that, at all times during the License Term, at least two (2) management-level personnel at a Site whose duties include management or supervision of Licensee's employees at the Unit shall have attended and completed to CFA's satisfaction all then required components of the Licensee training program. As part of the Chick-fil-A Licensee training requirements, each Licensee designated manager required to be trained pursuant to this Section must be recertified every five years in order for Licensee to stay in compliance.

5.2 Additional Assistance. CFA, in its sole and exclusive business judgment, may make available to Licensee, from time to time, such additional advice and assistance as Licensee may reasonably request or CFA may deem necessary, including assistance or advice regarding the operation of the Units, additional training and sales building.

SECTION 6--OPERATION OF THE UNITS

- 6.1 <u>Corporate Culture</u>. Licensee acknowledges the unique corporate environment, culture, reputation and goodwill, including, for example, the Sunday closing policy, that have evolved as an integral part of the CFA System (the "Chick-fil-A Culture"). Accordingly, Licensee agrees that it shall exercise its rights and License granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of Chick-fil-A and the Chick-fil-A Culture.
- 6.2 **Uniformity.** Licensee acknowledges that the CFA System is a unique and unified approach to selling the Products and that, subject to Section 10.8(b), compliance with CFA's standards, specifications, methods, techniques and procedures for operating the Units is necessary to maintain the general uniformity upon which part of the goodwill of CFA and the CFA System depend. Accordingly, subject to Section 10.8(b), Licensee shall conduct the operations of the Units in compliance with all of CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement or the Manual, unless CFA has given Licensee its prior written consent to do otherwise. Licensee recognizes and agrees that CFA from time to time may change or modify its standards, specifications, methods, techniques and procedures and agrees to accept, comply with and otherwise conform to all such changes or modifications (and shall make all reasonable expenditures necessary for such acceptance, compliance and conformance) within a reasonable period of time after Licensee's receipt of notice of such changes or modifications.
- 6.3 <u>Standards of Operation</u>. Licensee shall and, with respect to Units operated by Third Party Operators, Licensee shall make sure that every Third Party Operator shall:

- (a) operate each Unit in a clean, safe and orderly manner, providing courteous, first-class service to the public in compliance with all CFA service standards and initiatives;
- (b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of each Unit;
- (c) advertise, market, promote and merchandise the business of each Unit by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;
- (d) prevent the operation of any Unit, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;
- (e) prevent the use of any Unit for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement or otherwise approved in writing in advance by CFA and, to the extent Licensee controls the operation of the Sites, prevent the use of any Site for any illegal purpose or any purpose inconsistent with the Chick-fil-A Culture;
- (f) stay familiar and comply with all requirements in the Manual:
- (g) not operate any Unit or otherwise sell the Products from any Unit on Sundays or on Christmas Day;
- (h) hire, determine the compensation and benefits for, establish schedules and duties for, train, manage and supervise, discipline, terminate, promote, timely pay all wages, benefits and employee-related liabilities for, determine staffing levels, tasks to be performed and workplace safety rules fora sufficient number of personnel to operate properly the Units, all of which personnel shall be the sole and exclusive responsibility of Licensee, or of Third Party Operators (as applicable);
- maintain at all times a sufficient inventory of Products, Ingredients and supplies to meet customers' demand for the Products sold at each Unit;
- (j) pay on a timely basis (i) for all Products, Ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of each Unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which Licensee is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of any Unit;
- (k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety, environmental, employment, labor and immigration laws, statutes, ordinances and regulations, including without limitation with regard to discrimination, harassment, retaliation.

wage and hour, youth employment, medical and family leave, military leave, paid sick leave or other paid time off, gender-pay differences, workplace and worker safety, food and beverage handling, preparation and safety, occupational hazards and health, and consumer protection, as well as all applicable laws, ordinances and regulations regarding the privacy, security and handling of customer and employee or other confidential personal data and information;

- timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and regulations and other provisions of this Agreement;
- (m) not operate any Site or any Unit in a manner that presents a health or safety hazard to its customers or creates an environmental hazard:
- (n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of any Unit, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;
- sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market;
- (p) have all employees working in Chick-fil-A Units wear only the approved Chick-fil-A uniform attire, and shall not permit any employee to wear the Chick-fil-A uniform attire in any non-Chick-fil-A operation;
- (q) to the extent permitted by applicable law, comply with all restrictions on maximum prices of Products as required by CFA in writing from time to time during the License Term;
- comply at all times with all applicable current and future laws, standards, rules, regulations, or any equivalent thereof relating to data privacy, personal data and data protection, as well as the then most current Payment Card Standard ("PCI-DSS") Industry Data Security requirements (as they may be modified from time to time or as successor standards are adopted) and the Fair and Accurate Credit Transactions Act, for safeguarding each Unit's customer data, and use best efforts at and otherwise in connection with the operation of each Unit to maintain data security and protect each Unit against identity theft and theft or misuse of personal information and customer data.
 - 6.4 <u>Confidentiality Agreement</u>. In order to give CFA appropriate protection for its Confidential Information and Trade Secrets, Licensee shall require its managers and supervisors involved in the Units to sign a Confidentiality Agreement in substantially the form of <u>Exhibit 1</u>.

- 6.5 Operations Manual. CFA shall provide electronically and lend a copy of the Manual to Licensee for each Site during the License Term for any Unit located at such Site, which copy Licensee shall ensure is kept on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual or access to the Manual is lost, compromised or destroyed, and CFA shall send a replacement Manual or access to Licensee. Licensee shall pay CFA a fee of five hundred dollars (\$500) for each replacement Manual. The Manual, including all new, updated and superseded pages and content, shall at all times remain the property of CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term of all Units located at the Site. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to insert immediately all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of the receipt by Licensee of the new pages or revised manuals. The Manual is intended to further the purposes of this Agreement and Licensee shall operate the Units to be in full compliance with all requirements in the Manual. In addition, any changes in the Manual made by CFA during the License Term shall be incorporated into the Manual automatically as of the date updated provisions are deemed received by Licensee pursuant to the notice provisions of Section 11.2. In the event of a conflict between the Manual and this Agreement, this Agreement shall prevail.
- 6.6 <u>Consumer Awareness</u>. Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of CFA and the Products and to enhance consumer awareness of the Products and the Proprietary Marks. Licensee shall use only advertising and promotional materials, programs and techniques that are consistent with the Chick-fil-A Culture and that comply with any CFA advertising guidelines that may be disseminated from time to time.
- 6.7 Preparation and Modification of the Units. Licensee shall purchase, lease, maintain and replace all equipment and signage for the Units necessary in order to comply with CFA's then-current standards at Licensee's own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. Licensee shall be responsible for supplying all necessary working drawings and plans for construction, remodeling or renovation of the Sites (the "Drawings") required to prepare the Units for operation, and shall submit such Drawings to CFA prior to their use. Unless within twenty (20) business days of receipt of the Drawings from Licensee (verified by post office returned receipt or overnight delivery service notification of delivery (signature required)) CFA notifies Licensee of CFA's disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. To the extent any Unit has been operated by Licensee prior to the date of this Agreement

pursuant to a license with CFA, or this Agreement is renewed or extended by operation of law beyond the Initial Termination Date, Licensee shall_refurbish and remodel at CFA's option and direction each such Unit to Chick-fil-A's then-current standards, specifications, policies and designs for the development and operation of a Chick-fil-A licensed unit in accordance with Sections 6.2, 6.7 and 6.8 of this Agreement. As between CFA and Licensee, CFA shall be the sole and exclusive owner of all proprietary elements of the Drawings and the renderings on the Drawings, whether or not they are prepared by or on behalf of CFA, although Licensee shall be entitled to retain a copy of the Drawings (provided that Licensee may not disclose the Drawings to any third parties or use the Drawings for a purpose not in conjunction with CFA). To the extent that the Drawings are prepared by or on behalf of Licensee, Licensee shall be solely responsible for providing any third-party service provider with timely payment for such Drawings, and Licensee hereby assigns and agrees to assign or to procure the assignment of all Intellectual Property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that is reasonably likely to affect materially the Proprietary Marks.

6.8 <u>Building and Premises Standards</u>. CFA shall have the right to require Licensee to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of the Units from suppliers approved in advance by CFA. With respect to the Initial Sites, CFA may exercise such right by delivering written notice to Licensee promptly upon the execution of this Agreement by CFA; with respect to Additional Sites, CFA may exercise such right by delivering written notice to Licensee promptly after approval of the Additional Sites as indicated on the Site Description Form for such Additional Site. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.9 Standards for Products and Supplies.

- (a) Licensee may only sell in a Unit the Authorized Products for that Unit. Licensee shall at all times during the License Term offer for sale at each Unit all Products on the Unit Core Menu approved by CFA for that Unit. Licensee shall not under any circumstances sell any other products or conduct any other business in or from the Units or sell the Products from any location other than the Units, unless approved in advance in writing by CFA.
- (b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures designated or approved in advance by CFA. Licensee may offer only such Products in the proportions, appearance and packaging as may periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall comply with CFA's standards and specifications of quality, portion, taste and appearance and

- agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.
- (c) Except as CFA may otherwise approve in writing in advance, Licensee shall utilize in the Units only those paper products (e.g. bags, boxes, wrappers, cups, napkins or cartons) or utensils or customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks.
- Except as CFA may otherwise approve in writing in advance, Licensee shall purchase from CFA or suppliers approved in advance by CFA all Products and Ingredients, and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks or that are sold or used in at least twenty-five percent (25%) of the then existing CFA restaurants and other facilities selling any or all of the Products even if such items do not display any of the Proprietary Marks. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).
 - 6.10 Payments to CFA. Licensee acknowledges and agrees that CFA shall have the right to charge and receive payments such as those set forth in Addendum C for or on account of sales of goods or services to or for the benefit of Licensee as CFA reasonably deems appropriate, including without (a) from Licensee directly when Licensee purchases such goods or services directly from CFA or its authorized distributor(s); or (b) from any other person or entity in the supply chain when Licensee purchases the goods or services from a supplier. Licensee agrees that such payments may be or contain a profit to CFA. Licensee shall reimburse CFA promptly (and in any event within thirty (30) days of receipt of invoice from CFA) for any expenses incurred by CFA on behalf of or for Licensee, and Licensee shall pay interest to CFA on any amounts not paid within such thirty (30) day period in an amount equal to twelve percent (12%) per annum or the highest amount permitted under law if less than twelve percent (12%) per annum.
- 6.11 Insurance. Licensee, at its own expense, shall procure before the commencement of operation of any Unit, maintain in full force and effect at all times during the License Term, and not allow to be cancelled, lapsed, suspended or modified, Commercial General liability insurance covering each Unit for liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract. All insurance coverage required by this Section 6.11 shall be maintained under one or more insurance policies containing minimum liability protection of three million dollars (\$3,000,000) per occurrence. All insurance policies required by this Section 6.11 shall be issued by an insurance company licensed and approved by the Insurance Commissioner (or similar official) in the jurisdiction in which the covered Units are located and have a minimum A.M. Best

rating and financial size class of A -VII. Licensee must notify CFA prior to canceling or not renewing any coverage. Licensee shall be the principal beneficiary of such Commercial General liability insurance policies but shall designate CFA as an additional insured on all such policies and arrange to show this designation via endorsement and on all certificates of coverage and shall forward the endorsement/certificates of coverage to CFA within thirty (30) calendar days of procuring such insurance but in any event before opening a covered Unit. Licensee shall provide annually an updated certificate of insurance with applicable endorsements within 30 days of their policy renewal. Licensee's insurance obligations in this Section 6.11 shall not be limited in any way because of any insurance that CFA may maintain.

6.12 Point of Sale, Data and Reporting Requirements.

(a) Licensee acknowledges and agrees that, in support of CFA's operation and development of the CFA System, it is desirable for CFA to collect certain limited financial. operational, and statistical information concerning the Units. Licensee further acknowledges its responsibility and obligation to submit any such information requested by CFA within such timeframes as may be reasonably established by CFA from time to time. Accordingly, Licensee agrees to obtain, maintain and use at its sole cost and expense at all times computer hardware and software, including computer, point of sale, and other electronic information systems, a high-speed Internet connection, and all equipment components and software approved by CFA and otherwise necessary for Licensee to meet all functionality, performance and informational requirements specified by CFA, as the same may be required and modified by CFA in its sole and exclusive business judgment from time to time (collectively, the "POS Systems"). The functionality, performance informational requirements specified by CFA for the POS Systems may include, without limitation, the ability to accept and process all transactions at the Units (such as for example mobile ordering and payment systems and other related technology), to transmit point of sale data to CFA or allow and effect CFA to poll same as and when CFA deems desirable and appropriate, and to facilitate Licensee's participation in any gift card, customer loyalty, affinity and similar programs established by CFA as CFA deems appropriate and desirable for Licensee to participate in from time to time. CFA shall have the right to designate a single source (who may be CFA or its affiliate) from whom Licensee must purchase certain components or the entire POS Systems, related licenses and technology, and related support services. Licensee bears responsibility for the proper functioning of the POS Systems and ensuring it is operational at all times including access to the Internet and any extranet that may be established. For purposes of this Agreement, the term "poll" or "polling" means any process acceptable to CFA by which information or data about the Units may be transmitted to or from the POS Systems or other system operated by Licensee or its agent into a computer or system operated by CFA or its agents in the manner and format prescribed by CFA from time to time. For the avoidance of doubt, CFA may poll for information including, without limitation, daily sales data, daily transaction level data, sales per visit and products and combination of products sold, otherwise known as product mix data or "PMIX", and inventory data. Licensee shall also furnish to CFA the reports and documents relating to Licensee's operation of the Units as described on Addendum D, as the same may be modified by CFA in its sole and exclusive business judgment from time to time.

- (b) If any information provided pursuant to this Section demonstrates an underpayment of any License Fee, Licensee shall pay any and all sums due together with interest and costs as described in Section 6.13(d). If the information demonstrates an overpayment, it shall be credited to Licensee's account.
- (c) If Licensee learns of an incident that may be a breach of the security of Licensee's POS Systems or other computer systems as defined under Cal. Civ. Code § 1798.82 or any other applicable data breach notification law, Licensee must immediately notify CFA of the facts that are known about the incident (a "Data Breach"). Although Licensee is and shall remain responsible for complying with all data breach notification laws and standards applicable to Licensee and the Units, Licensee will cooperate and coordinate with CFA regarding such incidents where notification to individuals is required before individuals are notified so that CFA can be aware of and be prepared to address issues that may affect the Proprietary Marks and the System and be in a position to support Licensee where CFA deems advisable and possible. In the event of an actual or suspected Data Breach, Licensee agrees to cooperate with CFA and to provide CFA with any access and information CFA may reasonably request to conduct its own investigation and support CFA's own remediation efforts. Nothing in the preceding sentence shall relieve Licensee of Licensee's obligation to comply with applicable laws, regulations, rules, standards or any equivalent thereof concerning an actual or suspected Data Breach or Licensee's sole responsibility for any costs or financial losses Licensee incurs or remedial actions that Licensee must take as a result of an actual or suspected Data Breach.

6.13 Maintenance of Records, Inspections and Audits.

(a) Licensee shall maintain detailed written and electronic records of Licensee's licensed operations (including, but not limited to, any reports required on Addendum D) and all of its books and records shall be maintained according to generally accepted accounting principles. Licensee shall preserve these books and records for at least three (3) years after the close of Licensee's fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement and the requirements in the Manual. Accordingly, Licensee shall ensure that CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units;

- (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above or if CFA has a reasonable basis to believe that Licensee has materially violated any term of this Agreement. Licensee shall ensure that it, any Third Party Operators and all other relevant parties fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall ensure that CFA or its designated representatives are permitted to take photographs of the building and premises of the Units and to interview customers of and personnel working in the Units.
- In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, Licensee shall ensure that CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which access is restricted, Licensee shall diligently assist and facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which "access is restricted" refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.
- (c) Following any inspection, examination or audit of a Unit, CFA may prepare a list of non-compliant items and other deficiencies in Licensee's (or a Third Party Operator's) operation of the Unit and deliver the list to Licensee. Licensee must thereafter use diligent efforts to correct such non-compliant items and other deficiencies, including taking such actions as CFA may reasonably direct Licensee to take, in order to bring itself and the operation of the Unit into full compliance with this Agreement. Licensee must be in full compliance with every provision of this Agreement within thirty (30) calendar days following delivery of such list of deficiencies by CFA to Licensee.
- (d) If any inspection reveals that Gross Receipts reported are less than the actual Gross Receipts ascertained by such inspection, Licensee shall immediately pay CFA the additional amount of License Fee and other fees owed to CFA by reason of such understatement, together with interest of twelve percent (12%) per annum or the highest rate permitted by law if less than twelve percent (12%) per annum. If any report or statement prepared by Licensee

understates Gross Receipts by more than five percent (5%) of the actual Gross Receipts, Licensee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse CFA for any and all expenses incurred in connection with ascertaining the understatement, including, but not limited to, reasonable accounting and legal fees. Such payment shall be without prejudice to any other rights or remedies CFA may have under this Agreement or under law or at equity. If any such inspection, examination or audit discloses an overpayment of License Fees, the amount overpaid shall be credited to Licensee's account.

SECTION 7--PROPRIETARY RIGHTS

- 7.1 Ownership of Rights. CFA Properties has granted CFA a license to use and to sublicense others to use the Proprietary Marks and other Intellectual Property owned by CFA Properties, including, but not limited to, in the manner contemplated by this Agreement. Licensee agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Proprietary Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or CFA, as applicable, or their respective successors in interest, as owner or licensee, as applicable. The Parties acknowledge that CFA Properties owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA Properties or, at CFA's election, CFA's designee, and agrees to take any further action requested by CFA to effectuate such an assignment.
- 7.2 Non-Disclosure Covenant. Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use, publication or disclosure of such information or data could cause immediate and irreparable harm to such other Party. Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees, other personnel, agents or advisors, or in the case of Licensee, any Third Party Operator or any Third Party Personnel, shall), without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party's Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; or (b) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA's Trade Secrets include, but are not limited to: Product formulations, recipes and Ingredients; Product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchised operators, and suppliers; and any

components of the CFA System that fall within the definition of "Trade Secret." THE PARTIES ACKNOWLEDGE **AGREE** THAT CFA'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET" OF CFA); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE **DEFINITION** OF "CONFIDENTIAL INFORMATION."

7.3 Limitations on Competition.

- (a) Licensee acknowledges and agrees that, given CFA's substantial investment in the CFA System and given Licensee's and each Third Party Operator's substantial access to CFA's Confidential Information and Trade Secrets, it is reasonable for Licensee and each Third Party Operator to agree to refrain from certain competitive activities during and for a reasonable time after the License Term.
- (b) Without CFA's prior written permission, Licensee shall not, and shall ensure that each Third Party Operator shall not, during the period of time that it is operating a Unit, anywhere within the Site associated with the Unit, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products offered for sale at the Unit pursuant to the CFA System.
- (c) Without CFA's prior written permission, for twelve (12) months after Licensee ceases operating or having the right to operate a Unit (such a Unit being referred to as a "Closed Unit"), Licensee shall not, and shall ensure that each Third Party Operator shall not, from the space where the Closed Unit was located, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products previously offered for sale at the Closed Unit pursuant to the CFA System.
- (d) If Licensee violates any covenant in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2.
- (e) If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 7 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 7 shall be deemed to be modified to the extent or in the manner as is necessary in

order for those provisions to be valid and enforceable to the greatest extent possible.

7.4 Use of Proprietary Marks.

- Licensee acknowledges that the Proprietary Marks are valid and are the exclusive and valuable property of CFA Properties; that CFA has the right to use, and to sublicense others to use, the Proprietary Marks; and that only duly authorized licensees have the right to use the Proprietary Marks. Licensee further acknowledges that any use by Licensee of the Proprietary Marks pursuant to this Agreement is solely in its role as a licensee of CFA. Licensee shall not use the Proprietary Marks in any manner, either directly or through any other person or entity, other than as necessary to operate the Units. Licensee shall not use any other trademark or service mark (including without limitation any non-English language version) in conjunction with any of the Proprietary Marks without the prior written consent of CFA, nor shall Licensee use or allow the use of any other trademark or service mark in connection with the Units. Licensee further covenants that it will not contest or aid in the contest of the validity of, or ownership of, or CFA's right to use and to license others to use, the Proprietary Marks, nor take or knowingly permit any other action which will or could in any way prejudice or harm any or all of the Proprietary Marks or CFA Properties' ownership thereof, or CFA's right to use and to license others to use the Proprietary Marks. Licensee expressly agrees that it will not adopt or use, or aid a third party in adopting or using, any trademark or service mark that is similar to, imitative of or likely to be confused with any of the Proprietary Marks. Licensee also covenants that it will affix such symbols as "TM", SM, "®", or the equivalent, next to or in conjunction with all of its uses of the Proprietary Marks, as appropriate or necessary, or as directed by CFA, in order to protect all of CFA's rights therein. Any and all goodwill arising out of Licensee's use of any or all of the Proprietary Marks shall inure to the benefit of CFA Properties and shall be and remain the exclusive property of CFA Properties. Where required by CFA, Licensee shall be recorded as a registered user or licensee with the trademarks registry or other appropriate authority in respect of one or more of the Proprietary Marks for any or all of the relevant goods or services or Licensee shall cause other filings to be made having a goal similar to the foregoing, and Licensee shall sign all documents and do all acts to assist CFA for any or all such purposes.
- (b) Licensee shall always use the Proprietary Marks in accordance with applicable standards and specifications set by CFA. Licensee acknowledges and agrees that CFA shall have the right to review, and approve or disapprove, in its sole and exclusive business judgment, any and all uses of the Proprietary Marks by Licensee on or in connection with any goods and in all media and in connection with all services (which right will also extend to the quality of such goods and services). Licensee agrees to cease or alter any use of the Proprietary Marks which fails to conform with all applicable standards and specifications set by CFA or which CFA deems in its sole

and exclusive business judgment to be otherwise unacceptable.

- Licensee agrees to advise promptly and fully CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA or its designee retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA or its designee shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; and provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.
- (d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.
- Licensee specifically acknowledges and agrees that it has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Proprietary Marks through the Internet without CFA's prior written approval. Licensee acknowledges and agrees that CFA is under no obligation to grant such consent to Licensee and, as a condition to granting any such consent, CFA shall have the right to establish such requirements as CFA deems appropriate, including, but not limited to, the requirement that Licensee's only presence on the Internet involving, using or otherwise in any association with the Proprietary Marks shall be through a webpage established by CFA on CFA's webpage or Website. As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any webpage or Website proposed or established by Licensee involving, using or otherwise in any association with the Proprietary Marks shall otherwise be deemed to be a use of the Proprietary Marks under this Agreement, and will be subject to, among other things, CFA's approval and thencurrent policies, procedures, standards and requirements under this Section 7.4, including the subparts above.
- 7.5 <u>Copyrights</u>. Licensee acknowledges that the Manual is an original work of authorship owned by CFA Properties, which

has been published with the appropriate notice of copyright and is accordingly protected by the United States Copyright Law 17 U.S.C. § 101 et seq. and any and all other applicable copyright laws. Licensee shall not alter or modify the Manual without the prior written consent of the copyright owner.

7.6 Acknowledgment. Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that, if Licensee's relationship with CFA under this Agreement ends, Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7. Licensee further acknowledges and agrees that the covenants set forth in this Section 7 and the rights and remedies conferred on CFA under this Agreement are essential elements of this Agreement and that without their inclusion, CFA would not have entered into this Agreement.

SECTION 8--TERMINATION OF LICENSE

8.1 <u>Termination by Licensee</u>.

- (a) Any one or more of the following shall be a "Licensee Termination Event": (i) CFA's breach of any one or more of its material covenants in this Agreement; or (ii) the incorrectness or untruth of any one or more of CFA's material representations or warranties in this Agreement.
- (b) Upon the occurrence of a Licensee Termination Event described in Section 8.1(a)(i), Licensee may serve CFA with written notice specifying the nature of the CFA breach, and upon the expiration of thirty (30) calendar days, if CFA shall have failed to cure or correct the CFA breach, then Licensee may terminate the License Term by serving a written notice of termination upon CFA, with such termination to be effective upon receipt by CFA. If the CFA breach is of such a nature that it cannot be completely cured or corrected within the thirty-day period, and if CFA shall have diligently commenced and continued curing or correcting the CFA breach within the thirty-day period, then the thirty-day period shall be extended as long as reasonably necessary for CFA, using its best commercial efforts, to cure or correct completely the CFA breach.
- (c) Upon the occurrence of a Licensee Termination Event described in Sections 8.1(a)(ii), Licensee may terminate the License Term after providing at least ten (10) calendar days' written notice of termination to CFA with such termination to be effective upon the tenth calendar day following receipt by CFA.

8.2 Termination by CFA.

(a) The occurrence of any one or more of the following events shall be a "CFA Termination Event": (i) Licensee breaches or otherwise fails to comply with any one or more of its material duties or covenants in this Agreement (including, without limitation, any one or more of its duties and obligations under Sections 4, 6 and 7 of this Agreement) or a Third Party Operator or Third Party Personnel breaches or otherwise fails to comply with any obligation under the Confidentiality Agreement; (ii) any one or more of Licensee's material representations or warranties in this Agreement are untrue; (iii) each of Licensee or any Third Party Operator or any of their respective principals, officers, directors, owners, employees or other Third Party Personnel, agents or contractors (collectively "Licensee Parties") takes any action, or fails to take any action, which action or failure to act, damages, or in the estimation of CFA has damaged or is likely to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee or a Third Party Operator fails to open a Unit during the hours and days of operation specified by CFA for that Unit or Licensee opens a Unit on Sunday or Christmas Day; (v) Licensee, or any Licensee Party involved, directly or indirectly, with any Unit, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo contendere to any other crime or offense that could reasonably be expected to affect adversely the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any Licensee Party converts or embezzles any funds or property of CFA or third parties or engages in any conduct that is fraudulent, unfair, unethical or a deceptive practice; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority related to a Unit; (viii) continuance, in whole or in part, of the operation of any Unit or of the License granted to Licensee hereunder, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation thereof (collectively a "Law"), or by the actions of any civil or military authority purporting to act thereunder, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; (ix) Licensee submits to CFA on two (2) or more occasions a report which understates Gross Receipts by more than five percent (5%); (x) Licensee files, or consents by answer or otherwise to the filing against it of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation, dissolution or winding-up or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (xi) Licensee makes a general assignment for the benefit of creditors or consents to or is the subject of the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties; (xii) Licensee is adjudicated insolvent or is liquidated, dissolved or wound-up; (xiii) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to Licensee or any substantial part of the properties of Licensee, or an order for relief is entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to Licensee, or ordering the dissolution, winding-up or liquidation of Licensee, or a petition for such relief is filed against Licensee and not dismissed or stayed within sixty (60) calendar days; (xiv) Licensee's lease, license, facility, use, occupancy arrangements for, or ownership of any Site terminates, or Licensee otherwise loses the ability to operate any Unit at or from any Site; (xv) by virtue of this Agreement or its relationship with Licensee, CFA becomes subject to government regulations as a government contractor or subcontractor or applicable Law is determined to require that any Unit be operated in a manner inconsistent with CFA's normal operating procedures or the Chick-fil-A Culture; (xvi) the building or premises of a Site or the Unit at that Site is not operated or maintained in a manner consistent with the standards of a first-class food service facility or the Chick-fil-A Culture or a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit; (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement; or (xviii) Licensee commits three (3) or more defaults under this Agreement in any fifty-two (52) week period, irrespective of the timing of each such default and irrespective of whether each such default has been cured after notice. For purposes of this Section, the obligations of Licensee with respect to the operation of a Unit shall also be deemed to be obligations of any Third Party Operator and or its personnel involved in the operation of a Unit (such that, for example, a material breach by a Third Party Operator of a CFA operational requirement shall be deemed to be a breach by Licensee).

- Upon the occurrence of any one or more CFA Termination Events described in Sections 8.2(a)(i) (other than with respect to a breach by Licensee of Section 7.2, 7.3 or 7.4), 8.2(a)(viii), 8.2(a)(xiv) or 8.2(a)(xvi) CFA may serve Licensee with written notice specifying the nature of the CFA Termination Event, and upon the expiration of thirty (30) calendar days, if Licensee shall have failed to cure or correct the CFA Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon Licensee, which termination shall be effective upon receipt by Licensee of the notice. If the CFA Termination Event by its nature requires the involvement of third-party vendors or providers of necessary goods or services in order to effectuate a cure and cannot be completely cured or corrected by Licensee using its best commercial efforts within such thirty (30) day period, then such thirty (30) day period shall be extended for as long as reasonably necessary for Licensee, using its best commercial efforts, to complete the curing of the CFA Termination Event.
- (c) Upon the occurrence of any one or more CFA Termination Events other than those described in Section 8.2(b), CFA may terminate the License Term with such termination to be effective upon Licensee's receipt of written notice of termination from CFA. Licensee will not have an opportunity to cure these Licensee Termination Events. In the event CFA has the right to terminate the License Term under this Section 8.2(c), CFA may elect to, but shall not be obligated to, (i) give Licensee a right to cure or correct

any CFA Termination Event that CFA deems is appropriately curable, or, alternatively, (iii) if Licensee is licensed to operate more than one Unit, CFA may terminate the License Term with respect to one or more, but less than all, of the Units that Licensee is then licensed to operate.

8.3 <u>Licensee's Obligations Upon Expiration or Termination.</u>

- (a) Upon the expiration or termination of the License Term, or the expiration or termination of the License Term with respect to one or more, but not all, Units, for any reason pursuant to Section 8.1 or Section 8.2, all rights of Licensee to operate the affected Units and to use, display, access or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties as defined in Section 1.1(i), at the affected Units, shall cease, and the License granted to Licensee in Section 2.1 with respect to those Units shall immediately terminate.
- Once a Unit is terminated either through (b) expiration or termination of the License Term or the termination of the License Term with respect to a particular Unit or otherwise, Licensee shall immediately take one of the following actions with respect to any equipment, inventory, signage or other items from the Unit constituting inventions, patents, trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the "Equipment"): (i) Licensee shall transfer any such Equipment from the terminated Unit to another Unit then being operated by Licensee; or if Licensee cannot take the action described in (i), then Licensee shall, at CFA's option, either (ii) sell the Equipment to CFA at its then-current fair market value as determined by CFA in the exercise of its sole and exclusive business judgment and CFA shall have the right to purchase the Equipment accordingly, or (iii) grant CFA full and unfettered access to the Equipment and a license to remove, alter or obliterate any aspect, item, segment or portion of the Equipment that constitutes or includes licensed inventions, patents, trade dress, Trade Secrets or Confidential Information or which displays one or more of the Proprietary Marks. If CFA purchases the Equipment, Licensee shall deliver such purchased Equipment to CFA free and clear of all liens, charges, encumbrances and security interests promptly upon purchase by CFA. If Licensee transfers the Equipment to another Unit, Licensee shall bear all costs and expenses of transporting such Equipment. Once this Unit expires or is terminated, Licensee shall not under any circumstances advertise for sale or otherwise display or depict any of the Equipment as being for sale using any of the Proprietary Marks or any of CFA's trade dress (including, without limitation, CFA's storefront, word marks, logos, countertop, poster and menu board designs) absent the prior written consent of CFA, which consent Licensee acknowledges may be withheld by CFA in its sole and exclusive business judgment. Further, once this Unit expires or is terminated, Licensee shall not under any circumstances make, use, sell or offer for sale any Equipment that would constitute infringement of CFA Properties' Intellectual Property, should CFA Properties maintain non-exhausted Intellectual Property rights in such Equipment.
- (c) Also upon the expiration or termination of the License Term for any reason, Licensee agrees: (i) to cease

immediately using any and all of the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties, and to cease immediately operating the Units and if the term of the lease, license or occupancy arrangement for or ownership of the Sites extends beyond such expiration or termination of the License Term, Licensee shall convert the location at each Site where a Unit was operated to a different type of use; (ii) to deliver immediately to CFA or its designee, at Licensee's expense, the Manual, all materials, data compilations or other things constituting or containing CFA's Confidential Information or Trade Secrets, all advertising contracts and property of CFA in Licensee's possession and all materials, data compilations or other things in Licensee's possession which relate to the operation of the Units (including without limitation Products and Ingredients and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items, other food containers and customer convenience items and other goods that display one or more of the Proprietary Marks, to the extent required by CFA under Section 8.3(b) above), excepting only Licensee's copy of this Agreement, Licensee's tax and personal financial records and copies of any correspondence between CFA and Licensee. CFA agrees to assist Licensee to bring about an immediate, effective, complete and orderly transfer of the items set forth above to CFA or its designee; (iii) to execute any and all agreements and other documents deemed necessary or appropriate by CFA to effectuate such expiration or termination (including without limitation cancellation of any registration or filing made under the last sentence of Section 7.4(a)) in a prompt and timely manner and to effectuate cancellation, change or transfer of business names, telephone numbers, facsimile numbers, email addresses, and Internet domain names, addresses, user names or search terms, or other like things, as applicable and as deemed necessary or appropriate by CFA; (iv) to pay immediately all debts it owes CFA and to pay immediately all debts arising from the operation of the Units or other performance of Licensee's responsibilities under the terms of this Agreement; (v) not to advertise or hold itself out in connection with the operation of any competing business or the sale of any Equipment or other things as having been formerly connected with CFA or to have formerly operated a Unit; and (vi) to make such changes to the Sites and to the Units as CFA may request so as to distinguish the Sites from any other Units. In this regard, Licensee shall, without limiting the generality of the previous sentence, dismantle or otherwise remove from the building and premises of the Units all signage bearing any of the Proprietary Marks and deliver to CFA, pursuant to Section 8.3(b) above, all of such signage.

(d) In the event that the License Term is terminated with respect to one or more, but not all, of the Units, the provisions of this Section 8.3 shall apply only to such terminated Units.

SECTION 9--ASSIGNMENT AND TRANSFER

9.1 Assignment by CFA. CFA may sell, transfer and assign any of its rights or obligations under this Agreement to any person, firm or corporation. CFA shall not remain liable for the performance of, and shall automatically be released from, any obligations under this Agreement subsequent to any such assignment. Notwithstanding anything in this Section 9.1 to the contrary, CFA may, in its sole and exclusive business judgment and without the consent of Licensee, pledge or assign its right to receive license fees hereunder, to any creditor, as security for indebtedness. In the event of an assignment or

assignments (but not a pledge or pledges) pursuant to this Section by CFA to an unrelated third party, Licensee reserves the right to terminate this Agreement upon thirty (30) calendar days' prior written notice.

9.2 <u>Limitations on Transfer by Licensee</u>. Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the License hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall not assign any of its rights or obligations under this Agreement voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

SECTION 10--MISCELLANEOUS LEGAL MATTERS

- 10.1 Separate and Independent Business Owner. The Parties acknowledge and agree that the relationship of the parties created pursuant to this Agreement is intended by each party to this Agreement to be and is that of a franchised license between CFA and Licensee, who is a separate and independent business owner, whether a person or entity, and neither party (nor any of their respective employees, agents, or representatives) shall incur any claim, debt, liability or obligation, other than as specifically set forth in this Agreement, to any person or entity, including without limitation the other party, for any action or omission undertaken pursuant to or as a result of this Agreement or under any other circumstances. The parties acknowledge and agree that the creation of the above-described relationship and each party's respective ability to perform and to be legally recognized as being in and having the relationship as set forth above and not another during the License Term is part of the essence and a principal purpose of this Agreement.
- Nothing in this Agreement makes or shall be deemed to make in law or fact Licensee (or any individual whose salary, wages or other compensation was or is to be paid by Licensee) a general or special agent, partner, legal representative, fiduciary, joint venturer, joint employer, coemployer or employee with or of CFA. In all public records in Licensee's relationship with all other persons or entities, and in any document, Licensee agrees to indicate clearly the independent ownership and operation by Licensee of the Units. Licensee shall not make any express or implied agreements, warranties, guarantees or representations or incur any debt or obligation in CFA's name or on its behalf or represent that the relationship of the parties hereto is anything other than that of a franchisor and franchised licensee who are separate and independent businesses. CFA will not be obligated by or have any liability under any agreements made by Licensee with any third party or for any representations made by Licensee to any third party. Licensee shall, upon commencement of Licensee's duties at the Site of any Unit and periodically thereafter, inform each employee that CFA is not such

- employee's employer. Licensee further agrees to hold itself out to the public as a separate and independent business owner operating the Units pursuant to a franchised license with CFA. Licensee agrees to take such affirmative action as may be necessary to do so, including with regard to signage, forms, solicitations, business cards, stationery, advertising, third-party communications and other materials.
- (b) Although CFA retains the right to establish and modify the CFA System and Manual, Licensee has and shall retain the sole responsibility for and authority to control the day-to-day management and operation of the Units and implementing and maintaining the CFA System and the Manual at the Units. Licensee further acknowledges and agrees, that the various standards, requirements, specifications and procedures of the CFA System, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that CFA controls or has the authority or right to control any aspect or element of the day-to-day operations of the Units, but only constitute standards Licensee must adhere to when exercising Licensee's own sole control of the day-to-day operations of the Units.
- CFA and Licensee recognize and agree that Licensee's employees are exclusively employed and will remain exclusively employed at all times during the Term of this Agreement by the Licensee and CFA does not and will not employ, co-employ or jointly employ Licensee's employees [delete -at the Site], and does not and will not control or have the authority or right to directly or indirectly control labor or employment matters for Licensee and that Licensee, and not CFA, is solely responsible for controlling and has the sole authority and right to control the terms and conditions of employment for the Units and Licensee's employees, including but not limited to hiring, determining compensation and benefits for, establishing schedules and employment duties for, training, managing, supervising, disciplining, promoting, terminating, paying all wages, benefits and employeerelated liabilities for, determining staffing levels, tasks to be performed and workplace and safety rules for such employees.
- (d) Licensee hereby irrevocably affirms, attests and covenants Licensee's belief, agreement, understanding and intent that Licensee's employees are employed and will remain employed at all times during the Term of this Agreement by Licensee and in no fashion is any such employee of Licensee either jointly employed or co-employed by CFA. Licensee further affirms, attests and covenants Licensee's belief, agreement, understanding and intent that each of Licensee's employees is and shall remain under the exclusive control of Licensee and never under the direct or indirect control of CFA in any manner whatsoever.

- (e) Licensee and CFA acknowledge that any covenants or other duties imposed upon Licensee by this Agreement are not intended to control or otherwise affect the time, manner or method of Licensee's day-to-day operation of the Units but rather to ensure that: (i) the image of the Units, as ultimately seen and judged by its customers, is as positive as possible and therefore such that the Units can be operated for the greatest mutual benefit of Licensee and CFA; (ii) the Trade Secrets, the Confidential Information, Intellectual Property and other proprietary rights of CFA and CFA Properties are adequately protected; and (iii) all CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement and the Manual are maintained in order to ensure that all customers receive a consistent brand experience, and Licensee has the capability to meet and be in full compliance with CFA's food safety and product quality standards.
 - 10.2 Equitable Remedies. Licensee acknowledges, agrees and warrants that any breach or threatened breach by Licensee of any of the material terms of this Agreement, including without limitation a breach of the provisions of Sections 6, 7, 8 or 9, would result in irreparable damage and harm to CFA that would be difficult to ascertain. Accordingly, in such event, CFA shall be entitled, if it so elects, in addition to any other remedies available to it under this Agreement or at law, to immediate equitable relief therefor, including without limitation, an injunction or an order for specific performance. Nothing in this Section 10 shall be deemed to limit CFA's remedies at law or in equity for any breach by Licensee of any provision of this Agreement. Furthermore, nothing in this Section 10 or otherwise contained in this Agreement shall limit, abridge or modify the rights of CFA in and to its Intellectual Property, including its Trade Secrets, Confidential Information and the Proprietary Marks under any applicable national, federal, state, or local trade secret, trade name, trademark, service mark, patent, copyright, unfair competition, license or other law.
 - 10.3 <u>Indemnification</u>. To the extent that applicable law prohibits either Party from making the indemnification covered by this Section 10.3, then to that extent, against the Party that is thus prohibited, this Section 10.3 shall not be effective, and the other Party's indemnification obligation under this Section 10.3 shall be similarly reduced, so that each Party's obligations under this Section 10.3 are roughly equal. Each of CFA and Licensee (as applicable, the "Indemnitor") shall and does hereby hold harmless and indemnify the other Party and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (collectively, the "Indemnitee"), from and against any and all claims, counterclaims, suits, demands, debts, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action arising out of (i) the untruth or breach of any of the Indemnitor's representations or warranties in this Agreement, or (ii) a breach by the Indemnitor of its obligations under this Agreement, or (iii) the negligent or intentionally wrongful acts or omissions of the Indemnitor or any of its officers, directors, shareholders, agents or employees

(including, in the case of Licensee, the unauthorized, unlicensed or otherwise unpermitted or improper operation or condition of any part of the Units or the Sites); and the Indemnitor shall reimburse the Indemnitee for any and all costs, damages, penalties and expenses, including without limitation attorneys' and advisors' fees, costs of investigation and court costs that the Indemnitee incurs by reason of or due to any such acts or omissions by the Indemnitor. The indemnities herein shall continue in full force and effect subsequent to and notwithstanding any expiration or termination of the License Term.

10.4 <u>Cumulative</u> <u>Rights and Remedies</u>. All rights and remedies of the Parties under this Agreement shall be cumulative.

10.5 Choice of Law. This Agreement was made and took effect when accepted and executed by CFA in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the Parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Agreement, and any other aspect of the Parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

10.6 Litigation. Licensee acknowledges and agrees that Licensee has and will continue to develop a substantial and continuing relationship with CFA at its offices in the State of Georgia, where CFA's decision-making authority is vested and where its license program operations are conducted and supervised. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in threatened or pending litigation, then the Superior Court of Fulton County, Georgia, United States of America, and the United States District Court for the Northern District of Georgia, Atlanta Division, shall have exclusive jurisdiction to hear and decide such matter, and each Party hereby submits and consents to the jurisdiction of each such courts, and each Party hereby agrees to commence, conduct and conclude such matters only in such courts. The Parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between Licensee and CFA, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreement and/or the relationship between Licensee and CFA. This exclusive

choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by CFA in any appropriate jurisdiction where Licensee is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any Party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained. If either Party files suit or claim to collect sums from or to enforce its rights or any covenant under this Agreement (the "Claiming Party") against the other Party, then the Claiming Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection or other action, should the Claiming Party prevail in such suit or claim, including without limitation attorneys' and advisors' fees, court costs and other expenses of litigation.

10.7 Third Party Claims. Licensee agrees to notify immediately CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of them) any and all actual or threatened demands, claims, notices, suits, actions or other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA's Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party, or at CFA's expense if it is not, extend its full cooperation in all such matters.

10.8 <u>Caveats</u>.

- Licensee acknowledges and agrees that it has entered into this Agreement after making an independent investigation of CFA's operations and not in reliance upon any representative or projected gross revenues, volume, earnings or profits which Licensee might be expected to realize, and that CFA has not made any representation, which is not expressly set forth herein, to induce Licensee to accept the License and execute this Agreement. Licensee represents and warrants that it acknowledges that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other DOES NOT MAKE CFA REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LICENSEE ACKNOWLEDGES THAT CFA DID NOT MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE POTENTIAL SUCCESS, EARNINGS, REVENUES OR PROFITS OF THE UNITS THAT WILL BE OPERATED BY LICENSEE UNDER THIS AGREEMENT.
- (b) Because complete and detailed uniformity in the operation and appearance of all Units may not be possible or practical in the many varying conditions in which Units will be operated, CFA reserves the right and privilege, which it

may exercise in its sole and exclusive business judgment, to vary the terms or conditions of a license agreement (including without limitation the fees to be paid by a licensee) or the standards, specifications, methods, techniques or procedures applicable to the operation of a Unit for any other of its licensees based upon the differing physical, business, demographic or other conditions existing in the particular area in which such Unit is located or upon the differing personal abilities, aptitudes, experiences or financial qualifications of such licensees. Licensee acknowledges that it will not be entitled to receive any such variance allowed to any of CFA's other licensees.

10.9 <u>Disclaimer</u>. CFA, FOR ITSELF, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY GOODS OR SERVICES SOLD OR APPROVED BY IT, OR THE LICENSE GRANTED BY IT, OR ADVICE, GUIDANCE, APPROVAL OR DIRECTIONS RENDERED BY IT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, QUANTITY OR PRICING. LICENSEE AGREES NOT TO MAKE ANY STATEMENT, REPRESENTATION OR CLAIM OR TO GIVE ANY WARRANTY TO THE CONTRARY TO ANY CUSTOMER OR POTENTIAL CUSTOMER OR ANY OTHER PARTY.

SECTION 11--GENERAL PROVISIONS

11.1 No Implied Waiver.

- (a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require full performance of that provision at any time thereafter, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or a waiver of a breach of any other provision of this Agreement or as nullifying the effectiveness of such provision or any other provision.
- The failure of either Party to seek redress for any violation of this Agreement or to take action based upon a Licensee or CFA Termination Event, as the case may be, or to insist upon the strict performance of any condition of this Agreement, shall not prevent a subsequent act, which would have originally constituted a Termination Event or violation of this Agreement, from having all the force and effect of an original Termination Event or violation. The receipt or acceptance by either Party of any fees or other payments with knowledge of a Termination Event or violation of this Agreement shall not be deemed a waiver of any such relief with respect to such Termination Event or violation. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver be in writing signed by the Party. No payment by either Party or receipt or acceptance by the other Party of a lesser amount than the amount required to be paid shall be deemed to be other than on account of the correct payment.

11.2 <u>Procedure for Notice</u>. Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by facsimile with electronic verification of receipt being received by the sending Party (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or three (3) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, returned receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that Party shall have given written notice of change of address to the sending Party.

11.3 Severability; Binding Upon Assigns; Further Assurances. If any provision or provisions of this Agreement shall for any reason be declared invalid or ineffectual by any court or agency of competent jurisdiction, the other provisions hereof shall nonetheless remain valid and shall continue in full force and effect. If it shall be impossible to continue such other provisions of this Agreement in full force and effect after the excision of the provision or provisions so declared invalid or ineffectual, then CFA and Licensee each undertake and agree that they will, upon demand of CFA, make, execute, acknowledge and deliver any and all instruments which CFA deems necessary or appropriate to accomplish lawfully such continuance. It is the intention of the Parties that this provision may be enforced in equity in addition to and not to the exclusion of any other remedies which may be available to the Parties to this Agreement. This Agreement shall be binding upon, and its benefits shall inure to, Licensee and its successors and assigns (subject to the provisions of Section 9) and to CFA and its successors and assigns. From time to time during the License Term, Licensee, upon receipt of the written request of CFA, agrees to execute such other documents or instruments as CFA may reasonably deem necessary or appropriate to carry out and complete the terms hereof.

- 11.4 Headings, Addenda, Exhibits. The captions and headings of the Sections or other subsections of this Agreement are inserted for convenience and reference only and shall have no effect on the meaning of the Agreement. References to Sections, Addenda and Exhibits refer to sections, addenda and exhibits of this Agreement. All Addenda and Exhibits and other attachments to this Agreement are hereby incorporated by reference into this Agreement.
- 11.5 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument.
- 11.6 <u>Personal Pronouns; Plurals</u>. Each personal pronoun used herein, whether masculine, feminine or neuter, shall include the other gender or genders as the context requires or permits. Each plural or singular verb shall include the other number as the context requires or permits.

- 11.7 <u>Continued Effectiveness of This Agreement</u>. Except for provisions relating only to the License granted to Licensee under Section 2, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee's obligations under Sections 7, 8 and 10) extend beyond the expiration or termination of the License Term.
- 11.8 <u>Conflicts</u>. This Agreement shall control in the event of any conflict between this Agreement and any other agreements Licensee may make with respect to the Units.
- 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No other representations have induced Licensee to sign this Agreement except that Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either Party and none shall have any force or effect with reference to this Agreement. No officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.
- 11.10 <u>U.S. Executive Order Representation.</u> Licensee represents and warrants that it has not been designated as a suspected terrorist under U.S. Executive Order 13224.
- 11.11 <u>Miscellaneous</u>. Words of inclusion used in this Agreement (such as "including") shall not be deemed to be words of limitation, such that any items or things listed as "included" in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.

EXHIBIT 1

CONFIDENTIALITY AGREEMENT FOOD SERVICE PROVIDER AGREEMENT

This form of Agreement must be signed by Licensee personnel working as a manager or supervisor in a Unit and each Third Party Operator and all personnel working in a Unit operated by a Third Party Operator

CHIC	CK-FIL-A, INC.	[LICENSEE]	
Signa Printe	nture:ed Name:	Signature:Printed Name:	
		THIRD PARTY (PPERATOR
		Name of Operator:	
		Authorized Signatu Printed Name:	ire:
EFFI	ECTIVE DATE OF THIS AGREEMENT:		
Chick high:	k-fil-A and its licensed operators have developed k-fil-A products and the manner in which they a standards that have given Chick-fil-A its reputation anage, supervise, operate or work in a Chick-fil-A	re presented and sold, regardless of sal on for first-class products and service.	es location, conform to the same
a I	You agree to comply with all Chick-fil-A policies an and orientation notebook (if provided to you) and a Party Operators agree to comply with every obligate Unit.	ny other statements of policy or procedu	re furnished by Chick-fil-A. Third
i t I c	You agree to treat the following materials and inform not use these materials or this information except in or disclose any of these materials or this information to the contents of the operations, training and oriental procedures or recipes; any data relating to sales of Chor customers of Chick-fil-A; any business or produparagraph 2 must be limited to a specified period of the time shall be the term of time during which you are at three (3) years following the term.	conjunction with the sale of Chick-fil-A p any person or entity except as authorized ation manuals; any Chick-fil-A product ick-fil-A products and any other financial act plans or projections. If, under applications with respect to any of the above mate	roducts and you will not publish or by Chick-fil-A in writing to do so: preparation, presentation methods, data or plans; any lists of suppliers table law, your obligations in this perials or information, that period of
SIGN INDI	NATURES OF LICENSEE PERSONNEL (IF RE CATING STARTING DATE AND ENDING DA	QUIRED TO SIGN) AND OTHER PE TE OF WORK IN CHICK-FIL-A UNI	RSONS WORKING IN A UNIT, T:
Printe	ed Name:	Printed Name:	
Positi	ion:	Position:	
Signa	iture:	Signature:	
Start:	End:	Start:	End:
Printe	ed Name:	Printed Name:	
Positi	ion:	Position:	
Signa	nture:End:	Signature:	End:
Start:	End:	Start:	End:
Printe	ed Name:	Printed Name:	
Positi	ion:	Position:	
Signa	ifure:	Signature:	
Start:	End:	Start:	End:

(attach additional sheets for additional personnel signatures)

EXHIBIT 2

SITE DESCRIPTION FORM

EXHIBIT 2

Site Description Form

* The Parties agree that they will maintain a Site Description Form for each Site (whether an Initial Site or an Additional Site). The Parties agree that they will attach to this Exhibit 2 Site Description Forms for all Sites. References to "Exhibit 2" in the License Agreement will be deemed to include all such Site Description Forms.

Location name, address and telephone number of Site (and name of Third Party

Operator, if applicable): LICENSEE APPROVAL: 2. /Licensee: By Name _____ Title Description of Retail Area(s) at Site: Other regional or national brands sold at proposed Site: **CHICK-FIL-A, INC. APPROVAL:** By 5. Menu: Name _____ Title Days of Operation: Date 7. Hours of Operation: Attach School Calendar (if Site is at a school)

ADDENDUM A

CFA Trademarks, Service Marks and Tradenames

The following trademarks, service marks, trade names, logo types and other commercial symbols are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration /	Registration /
	Application	Application
	Number	Date*
Authentic Originals Logo	97/728,737**	12/22/2022
Block C Logo	4,213,524	09/25/2012
Block C Logo	97/402,029**	05/09/2022
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	97/402,021**	05/09/2022
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	97/645,394**	10/24/2022
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	97/594,203**	09/16/2022
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023

Delivery From Us to You & Design	6,569,305	11/23/2021
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	90/597,021**	03/23/2021
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	97/754,376**	01/13/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	2,758,388	09/02/2003
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	97/719,580**	12/15/2022
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

^{*} Any required affidavits and renewals pertaining to these Marks have been filed.

^{**} An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

ADDENDUM B

CORE MENU FOR LICENSED UNITS

Entrées

Entrée 1 (Full)	Entrée 2 (No Strips)	Entrée 3 (No Strips/Spicy)	Entrée 4* (No Strips/Grilled/Deluxe)	Entrée 5* (CFA Sandwich/ Nuggets)
CFA Sandwich CFA Deluxe CFA Nuggets (8, 12; 5 if Kids Meal) Chick-n-Strips (3/4 count; 2 count if Kids Meal) Grilled Chicken Sandwich Grilled Club Sandwich Spicy Sandwich Spicy Deluxe Grilled Nuggets (8, 12; 5 if Kids Meal)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe CFA Nuggets (8, 12; 5 if Kids Meal) Grilled Chicken Sandwich Grilled Club Sandwich Spicy Chicken Sandwich Spicy Deluxe Grilled Nuggets (8, 12; 5 if Kids Meal)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe CFA Nuggets (8, 12; 5 if Kids Meal) Grilled Chicken Sandwich Grilled Club Sandwich Grilled Nuggets (8, 12; 5 if Kids Meal)	Chick-fil-A® Sandwich Chick-fil-A® Nuggets (8 & 30ct, 5ct if Kids Meal) Spicy Chicken Sandwich *only available for approved locations	Chick-fil-A® Sandwich Chick-fil-A® Nuggets (8 & 30ct, 5ct if Kids Meal) *only available for approved locations
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited thawing capacity Limited storage	Limited thawing capacity Limited storage Limited equipment (No spicy fryer/≤ 2 Henny Pennys)	Limited thawing capacity Limited storage Limited equipment (no cooler/grill) A la carte/no meals Seasonal/Event Hours	Limited thawing capacity Limited storage Limited equipment (no cooler/grill/spicy fryer) A la carte/no meals Seasonal/Event Hours



Treats

Desserts/Iced Coffee/Treats (Full)	Desserts/Iced Coffee/Treats (No Cookie)	Desserts/Iced Coffee/Treats (Brownie Only) Brownie	
Chocolate Chunk Cookie (1 ct, 6ct) Brownie Icedream® (Cup & Cone) Milkshakes (All Core + LTF) Frosted Lemonade (Diet + Regular) - unless Beverages 3 Frosted Coffee Iced Coffee	Brownie Icedream® (Cup & Cone) Milkshakes (All Core + LTF) Frosted Lemonade (Diet + Regular)- unless Beverages 3 Frosted Coffee Iced Coffee		
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	
N/A	Limited equipment (no oven)	Limited equipment (no oven/Icedream® machine/milkshake dispenser Limited cooler space	



Beverages

Beverages 1 (Full)	Beverages 2 (No Soft Drinks)	Beverages 3 (No Tea/No Lemonade)
Soft Drinks Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water	Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water	Soft Drinks Bottled Water CONSTRAINTS
N/A	Limited equipment (no carbonator/ drink tower)	Limited equipment (no lemonade bubbler/tea brewer)



Salads + Wraps

Salads + Wraps 1 (Full)	Salads + Wraps 2 (No SSW or Wrap)	Salads + Wraps 3 (Side Salad + Wrap Only)	Salads + Wraps 4 (Market Salad Only)	Salads + Wraps 5 (No Salads/Wraps)
Market Salad Cobb Salad Spicy Southwest Salad Chick-fil-A® Cool Wrap Side Salad	Market Salad Cobb Salad Side Salad	Chick-fil-A® Cool Wrap Side Salad	Market Salad	
Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinalgrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Fat Free Honey Mustard Light Italian	
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited cold storage/holding Limited prep space Limited equipment capacity (sink)	Limited cold storage/holding Limited prep space Limited equipment capacity (sink) Peak hour capacity/ throughput	Limited cold storage/holding Limited prep space Limited equipment capacity (sink)	Limited cold storage/holding Limited prep space Limited equipment (no grill/cooler) Limited equipment capacity (sink) Peak hour capacity/ throughput



Kid's Meals

Kids Meals 1 (Full)	Kids Meals 2 (No Strips)	Kids Meals 3 (No Kids Meals)	
CFA Nugget Meal (5 count)	Chick-fil-A® Nugget Meal (5 count)		
Grilled Nugget Meal (5 count) Chick-n-Strips Meal (2 count)	Grilled Nugget Meal (5 count) (unless on Entrées 4 or 5)		
	Sides:		
Sides:	Fruit Cup (S) (unless on Sides 5 or 6)		
Fruit Cup (S) (unless on Sides 5 or 6)	Waffle Potato Fries (S) (unless on Sides 6)		
Waffle Potato Fries (S) (unless on Sides 6)	Apple Sauce		
Apple Sauce	Mac + Cheese (unless on Sides 3 or 4)		
Mac + Cheese (unless on Sides 3 or 4)			
	Beverages:		
Beverages:	Plain Milk		
Plain Milk	Chocolate Milk		
Chocolate Milk	Apple Juice		
Apple Juice			
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	
N/A	Limited thawing capacity	Venue market/space/waste does not warrant Kids Meals	



Sides

Sides 1 (Full)	Sides 2 (No Soup)	Sides 3 (No Soup/ Mac + Cheese)	Sides 4 (No Soup/ Mac + Cheese/ Kale Crunch)	Sides 5* (Waffle Fries & Chips)	Sides 6* (Chips Only)*
CFA Waffle Potato Fries (M., L. Sif Kids Meal) Fruit Cup (M., Sif Kids Meal) Chicken Noodle Large Kale Crunch GYP (If Breakfast) Mac + Cheese Chips SEASONAL: CTS	CFA Waffle Potato Fries (M. L. S. if Kids Meal) Fruit Cup (M. S. if Kids Meal) Large Kale Crunch GYP (If Breakfast) Mac + Cheese Chips	CFA Waffle Potato Fries (M, L, SIF Kids Meal) Fruit Cup (M, SIF Kids Meal) Large Kale Crunch GYP (If Breakfast) Chips	CFA Waffle Potato Fries (M. L. S II Kids Meal) Fruit Cup (M. S II Kids Meal) GYP (If Breakfast) Chips	/affle Potato Fries (L, S if Kids Meal) Cup (M, S if Kids Meal) Chips The Breakfast) CFA Waffle Potato Fries (L, S if Kids Meal) Chips	
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited equipment (no soup burner/warmer) Limited space/waste	Limited equipment (no soup burner/warmer/merco) Limited space/waste	Limited equipment (no soup burner/ warmer/merco/ Itd or no cooler/produce prep surface) Limited space/waste	Limited equipment (no soup burner/ warmer/ merco /cooler/produce sink) Limited space/waste A la carte/no meals Seasonal/Event Hours	 Limited equipment (no soup burner/ warmer/ merco /cooler/produce sink/waffle potato fryer) A la carte/no meals Seasonal/Event Hours



Breakfast

Breakfast 1 (Full)	Breakfast 2 (No Sausage/Muffin)	Breakfast 2A (No Sausage/Muffin/Coffee)	Breakfast 3 (CFA Chicken Biscuits & Minis)	Breakfast 3A (CFA Chicken Biscuits & Minis/No Coffee)	Breakfast 4 (No Breakfast)
CFA Chicken Biscuit Spicy Chicken Filet Biscuit CFA Chick-n-Minis (4, 10 ct) SEC Biscuit SEC Biscuit BEC Biscuit BEC Muffin Hashbrown Scramble Burrito+ Bowl (Chicken or Sausage) Biscuit Egg White Grill	CFA Chicken Biscuit Spicy Chicken Fillet Biscuit CFA Chicken – Minis (4, 10 ct) BEC Biscuit Biscuit	CFA Chicken Biscuit Spicy Chicken Fillet Biscuit CFA Chick-n-Minis (4, 10 ct) BEC Biscuit Biscuit	CFA Chicken Biscuit Spicy Chicken Filet Biscuit ChCFA Chick-n-Minis (4, 10 ct) Biscuit	CFA Chicken Biscuit Spicy Chicken Filet Biscuit (CFA Chick-n-Minis (4, 10 ct) Biscuit	
	Beverages:	Beverages:	Beverages:	Beverages:	
Beverages:	Coffee		Coffee		
Coffee OJ	OJ	Ol	Ol	Ol	
	Sides:	Sides:	Sides:	Sides:	
Sides:	Hash browns	Hash browns	Hash browns	Hash browns	
Hash browns	Fruit Cup (M, S if Kids Meal)	Fruit Cup (M, S if Kids Meal)	Fruit Cup (M, S if Kids Meal)	Fruit Cup (M, S if Kids Meal)	
Fruit Cup (M, S if Kids Meal) GYP	GYP	GYP	GYP	GYP	
CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS	CONSTRAINTS
N/A	Limited equipment (no toaster) Limited space/waste	Limited equipment (no toaster/coffee brewer) Limited space/waste	Limited equipment (no toaster/griddle) Limited space/waste	Limited equipment (no toaster/griddle/coffee brewer) Limited space/waste	Hours/space/waste do not warrant breakfast

Note: Restaurants w/o a Spicy Fryer (Entree 3 or Entree 5) do not serve Spicy Chicken Biscuit w/Breakfast

Catering

NOTE: Licensed Captive Venues are not authorized to cater unless they have an approved written

Entrée 1 (Full)	Entrée 2 (No Strips/Grilled)	Beverages 1 (Full)*	Sides 1 (Full)	Sides 2 (No MC)	Sides 3 (No MC, KC)
Trays	Trays Hot Chick-fil-A® Nugget (s, M, L) Chilled Chick-fil-A® Nugget (s, M, L) Packaged Meals Chick-fil-A® Sandwich Spicy Chicken Sandwich Chick-fil-A® Nugget (8ct)	1 Gallon - Iced Tea (Sweet /Unsweet/1/2 & 1/2) - Chick-fil-A® Lemonade (Regular/ Diet/1/2 & 1/2) - Sunjoy® (Sweet /Unsweet/1/2 & 1/2) Bottles - DASANI® Bottled Water - Simply Orange® (11.5oz bottle) Kid's Beverages - Honest Kids® Apple Juice Box - 1% Milk	Fruit Cup (S, M, L) GYP (lif Breakfast) (+Granola, Ckle Crmbs) Kale Crunch (L) Chips Trays Fruit Tray (S, L) Mac & Cheese (S, L) Kale Crunch (S, L)	Fruit Cup (S, M, L) GYP (if Breakfas (+Granola, Ckie Crmbs) Kale Crunch (L) Chips Trays Fruit Tray (S, L) Kale Crunch (S, L)	Fruit Cup (S, M, L) GYP (if Breakfast) (+Granola, Ckie Crm Chips Trays Fruit Tray (S, L)
Sub Sandwich (S,M,L)		1% Chocolate Milk Additional	Treats 1 (Full)	Trea (Bro	ts 2 wnie Only)
Chick-fil-A® Sandwich Chick-fil-A® Sandwich Spicy Chicken Sandwich Chick-fil-A® Nugget (8ct) Chilled Grilled Chicken Sub Spicy Chilled Grilled Chicken Sub		Bag of Ice Ice Bucket Ice Scoop	Cookie (1ct, 6ct) Brownie Trays Cookie (S, L) Brownie (S, L) Cookie & Brownie (S, L		
+ all 8oz Sauces					

*Please align Catering Beverages, LTO/Seasonal items with on-site menu

Catering

NOTE: Licensed Captive Venues are not authorized to cater unless they have an approved written

Salads/Wraps 1 (Full)	Salads/Wraps 2 (No SSW)	Salads/Wraps 3 (No SSW/Wrap)	Salads/Wraps 4 (Wrap +Side Salad)
Market Salad (Grilled /No Chicken) Cobb Salad (Grilled /No Chicken) Spicy Southwest Salad (Grilled/Grilled Spicy,/No Chicken) Side Salad Chick-fil-A® Cool Wrap Southwest Veggie Wrap Spicy Grilled Chicken Cool Wrap	Market Salad (Grilled /No Chicken) Cobb Salad (Grilled /No Chicken) Side Salad Chick-fil-A® Cool Wrap	Market Salad (Grilled /No Chicken) Cobb Salad (Grilled /No Chicken) Side Salad	Side Salad Chick-fil-A® Cool Wrap
Trays Chick-fil-A@ Cool Wrap Trays (S, M, L) Garden Salad Tray (S, L) Southwest Veggle Wrap Trays (S, M, L) Spicy Grilled Chicken Cool Wrap(S, M, L)	Trays - Chick-fil-A® Cool Wrap Trays (S, M, L) - Garden Salad Tray (S, L)	Trays Garden Salad Tray (S, L)	Trays Chick-fil-A® Cool Wrap Trays (S, M, L) Garden Salad Tray (S, L)
Packaged Meals Chick-fil-A® Cool Wrap Southwest Veggie Wrap Spicy Grilled Chicken Cool Wrap	Packaged Meals Chick-fil-A® Cool Wrap		Packaged Meals Chick-fil-A® Cool Wrap
Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy, Salsa Light Balsamic Vinaigrette Fight Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Eight Bree Honey Mustard Light Italian	Dressings: Avocado Lime Ranch Garden Herb Ranch Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian



Catering

NOTE: Licensed Captive Venues are not authorized to cater unless they have an approved written

Breakfast 1 (Full)	Breakfast 2 (No Sausage)	Breakfast 3 (No Sausage/Bacon)	Breakfast 4
Chick-fil-A® Chicken Biscuit Spicy Chicken Biscuit Bacon Biscuit Sausage Biscuit Buttered Biscuit	Chick-fil-A® Chicken Biscuit Spicy Chicken Biscuit Bacon Biscuit Buttered Biscuit	Chick-fil-A® Chicken Biscuit Spicy Chicken Biscuit Buttered Biscuit	No Breakfast
Tray • Chick-fil-A Chick-n-Minis™ (S, L)	Tray • Chick-fil-A Chick-n-Minis™ (S, L)	Tray • Chick-fil-A Chick-n-Minis™ (S, L)	
Sides: GYP (w/ Granola or Cookie Crumbs) Fruit Cup (S, M, L) Trays Fruit Tray (S, L) Beverages: Coffee (96oz) Simply Orange® (11.5oz bottle)	Sides: • GYP (w/ Granola or Cookie Crumbs) • Fruit Cup (S, M, L) Trays • Fruit Tray (S, L) Beverages: • Coffee (96oz) • Simply Orange® (11.5oz bottle)	Sides: • GYP (w/ Granola or Cookie Crumbs) • Fruit Cup (S, M, L) Trays • Fruit Tray (S, L) Beverages: • Coffee (96oz) • Simply Orange® (11.5oz bottle)	



ADDENDUM C

LICENSE FEES

- License Fees. In return for the rights and the License granted under this Agreement, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to ten percent (10%) of Gross Receipts collected during Licensee's four-week accounting period ("Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, with respect to each Unit located at or within a transportation facility, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to seven percent (7%) of Gross Receipts collected during Licensee's Accounting Period, payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. The foregoing sentence shall apply only to Units located at or within transportation facilities and to no other Units under this Agreement.
- 2. <u>Training Fees.</u> The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, is \$250 per additional employee, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.

ADDENDUM D

CHICK-FIL-A LICENSING PROGRAM SALES REPORTING PROCEDURES

The following procedures are to be used by Licensees of Chick-fil-A locations to report Gross Receipts.

Daily and Monthly Sales Reporting

In accordance with best practices for the operation of a Unit under this Agreement, Licensee should report, on a daily basis, all sales of Products generated through all Sales Channels utilized in a Unit by submitting all necessary and appropriate sales reports, data and information to CFA via the CFA Licensee Sales Portal. Licensee should submit all sales reports and data daily after closing for business on each business day or prior to opening for business on the next business day to ensure Licensee remains current with all of Licensee's daily reporting obligations.

Licensee must submit monthly Gross Receipts reports by the fifth (5th) day of each calendar month for the preceding Accounting Period.

Sales Reporting and Supporting Documentation

With each monthly Gross Receipts report submitted to CFA, Licensee must provide supporting documentation to CFA in the form of a .pdf generated from Licensee's Point-of-Sale system. At each Unit, Gross Receipts are collected through one or more Sales Channels; Licensee must submit to CFA via the CFA Licensee Sales Portal all necessary and appropriate reports and supporting documentation to fully and accurately report and represent all Gross Receipts collected through all Sales Channels utilized at each Unit.

Remittance of License Fees

The License Fees due and payable to CFA under this Agreement may be remitted to CFA by mail or by ACH and must be received by CFA on or before the 25th day of each calendar month for the preceding Accounting Period. If paying the License Fees by mail, Licensee should mail the License Fees to:

Chick-fil-A, Inc. P.O. Box 208913 Dallas, TX 75320-8806

EXHIBIT "C"

CONSOLIDATED FINANCIAL STATEMENTS OF CHICK-FIL-A, INC.

Chick-fil-A, Inc.

Consolidated Financial Statements December 31, 2023, 2022, and 2021

Chick-fil-A, Inc. Index December 31, 2023, 2022, and 2021

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Statements of Cash Flows	7
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Report of Independent Auditors

To the Board of Directors of Chick-fil-A, Inc.:

Opinion

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of comprehensive earnings, stockholders' equity and cash flows for the three years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US 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 audit. 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 accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US 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 US 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.

Atlanta, Georgia March 22, 2024

Pricewaterhouse Coopers LLP

Chick-fil-A, Inc. Consolidated Balance Sheets December 31, 2023 and 2022

	2023	2022		
Assets				
Cash and cash equivalents	\$ 1,266,114,339	\$ 1,962,994,241		
Receivables, net	202,801,459	197,181,397		
Inventories	55,818,954	50,943,354		
Property and equipment, at cost				
Leased to restaurant franchisees				
Land	933,955,993	894,071,911		
Operating lease assets	2,829,610,368	2,746,705,817		
Finance lease and other assets	1,577,201,914	1,254,444,533		
Buildings	2,424,054,415	2,018,083,267		
Leasehold improvements	4,832,258,331	3,980,879,753		
Fixtures and equipment	1,906,723,022	1,589,067,412		
Office land, buildings, fixtures, and equipment	1,131,731,945	908,579,217		
Equipment in storage and construction in progress	759,224,800	504,435,612		
Corporate leases, operating lease assets	48,822,249	48,458,212		
Corporate leases, finance lease assets	99,037,750	49,797,929		
	16,542,620,787	13,994,523,663		
Less: Accumulated depreciation and amortization	4,284,403,219	3,561,569,414		
Property and equipment, net	12,258,217,568	10,432,954,249		
Investments	439,325,997	349,607,659		
Prepaid expenses and other assets	186,057,127	166,507,485		
Cash surrender value of life insurance	78,330,986	67,286,857		
Total assets	\$ 14,486,666,430	\$ 13,227,475,242		

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc. Consolidated Balance Sheets December 31, 2023 and 2022

Liabilities and Stockholders' Equity Accounts payable \$ 898,625,187 \$ 774,927,162 Trade payables and other \$ 231,257,539 227,330,457 Restaurant activity liability 231,257,539 227,330,457 Due to restaurant franchisees 138,233,452 137,268,281 Total accounts payable 1,268,116,178 1,139,525,900 Notes payable 2,352,755,082 2,576,504,662 Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable 5,757,999		2023			2022		
Trade payables and other \$ 898,625,187 \$ 774,927,162 Restaurant activity liability 231,257,539 227,330,457 Due to restaurant franchisees 138,233,452 137,268,281 Total accounts payable 1,268,116,178 1,139,525,900 Notes payable 2,352,755,082 2,576,504,662 Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable - 5,757,999	Liabilities and Stockholders' Equity						
Restaurant activity liability 231,257,539 227,330,457 Due to restaurant franchisees 138,233,452 137,268,281 Total accounts payable 1,268,116,178 1,139,525,900 Notes payable 2,352,755,082 2,576,504,662 Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable - 5,757,999	Accounts payable						
Due to restaurant franchisees 138,233,452 137,268,281 Total accounts payable 1,268,116,178 1,139,525,900 Notes payable 2,352,755,082 2,576,504,662 Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable - 5,757,999	Trade payables and other	\$	898,625,187	\$	774,927,162		
Total accounts payable 1,268,116,178 1,139,525,900 Notes payable 2,352,755,082 2,576,504,662 Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable - 5,757,999	Restaurant activity liability		231,257,539		227,330,457		
Notes payable 2,352,755,082 2,576,504,662 Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable - 5,757,999	Due to restaurant franchisees		138,233,452		137,268,281		
Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable 5,757,999	Total accounts payable		1,268,116,178		1,139,525,900		
Operating lease liabilities 2,731,899,083 2,727,263,276 Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable 5,757,999							
Finance lease liabilities 1,454,931,670 1,187,399,175 Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable 5,757,999			2,352,755,082		2,576,504,662		
Accrued expenses and obligations 1,099,579,571 985,482,038 Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable 5,757,999			2,731,899,083		2,727,263,276		
Deferred income taxes 452,357,000 379,914,000 Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable — 5,757,999	Finance lease liabilities		1,454,931,670		1,187,399,175		
Financing obligations 14,851,049 14,911,824 Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable			1,099,579,571		985,482,038		
Franchisees' deposits 10,251,160 9,864,876 Dividends payable 9,487,509 119,744 Income taxes payable			452,357,000		379,914,000		
Dividends payable 9,487,509 119,744 Income taxes payable	Financing obligations		14,851,049		14,911,824		
Income taxes payable 5,757,999					9,864,876		
	Dividends payable		9,487,509		119,744		
T-1-18-188	Income taxes payable				5,757,999		
1 otal liabilities\$ 9,394,228,302\$ 9,026,743,494	Total liabilities	\$	9,394,228,302	\$	9,026,743,494		
Commitments and contingencies (Note 14)	Commitments and contingencies (Note 14)						
Stockholders' equity	Stockholders' equity						
Common stock	Common stock						
Voting shares of \$.01 par value; 20,000,000 shares	Voting shares of \$.01 par value; 20,000,000 shares						
authorized; 110,806 shares in 2023 and 2022 issued and	authorized; 110,806 shares in 2023 and 2022 issued and						
outstanding 1,108 1,108			1,108		1,108		
Nonvoting shares of \$.01 par value; 180,000,000 shares	Nonvoting shares of \$.01 par value; 180,000,000 shares						
authorized; 70,545,501 shares issued and 56,162,573							
shares outstanding in 2023 and 74,144,035 shares issued	shares outstanding in 2023 and 74,144,035 shares issued						
and 59,761,107 shares outstanding in 2022 705,455 741,440			705,455		741,440		
Preferred stock, \$.01 par value; 3,000,000 shares authorized;							
2,733,225 shares issued and outstanding in 2023 27,332 —	2,733,225 shares issued and outstanding in 2023		27,332		_		
Treasury stock, nonvoting shares at par value (143,829) (143,829)			, , ,		, , ,		
Additional paid-in capital 537,173,257 1,488,718	Additional paid-in capital				1,488,718		
Accumulated other comprehensive loss (175,175,489) (197,932,424)							
Retained earnings 4,729,850,294 4,396,576,735							
Total stockholders' equity							
Total liabilities and stockholders' equity \$ 14,486,666,430 \$ 13,227,475,242	Total liabilities and stockholders' equity	\$	14,486,666,430	\$	13,227,475,242		

Chick-fil-A, Inc. Consolidated Statements of Comprehensive Earnings Years Ended December 31, 2023, 2022, and 2021

	2023		2022	2021
Revenue and income				
Revenue and income from restaurants				
Franchise fees	\$ 4,226,750,046		\$ 3,571,607,329	\$ 3,515,956,011
Rental income	1,511,525,247		1,331,359,932	1,193,220,121
Company-operated restaurant sales	319,407,253		310,400,266	197,116,691
Licensee fees	 64,692,844	_	50,464,443	 36,388,241
	6,122,375,390		5,263,831,970	4,942,681,064
Product sales	1,536,183,392		1,019,404,359	676,974,976
Other income	 229,491,804	_	90,549,779	 144,497,859
Total revenue and income	7,888,050,586		6,373,786,108	5,764,153,899
Costs and expenses				
Cost of sales, including cost of sales				
from company-operated restaurants	1,529,982,465		1,060,735,903	657,296,489
Selling, general, and administrative				
expenses	3,991,001,461		3,167,988,917	2,801,122,894
Depreciation and amortization	864,699,465		706,100,732	585,642,930
Interest	 111,630,408	_	100,564,540	 87,961,707
Total costs and expenses	 6,497,313,799	_	5,035,390,092	 4,132,024,020
Earnings before income taxes	1,390,736,787		1,338,396,016	1,632,129,879
Income taxes	332,742,126	_	349,661,712	 393,225,108
Net earnings	1,057,994,661		988,734,304	1,238,904,771
Other comprehensive earnings (loss), before tax				
Pension plans	46,579,346		27,531,592	(40,125,157)
Postretirement medical plan	(15,764,846)		70,220,749	(19,632,610)
Foreign currency translation	2,904,702		(2,386,969)	(12,534)
Derivative financial instruments	(3,576,274)		12,044,348	6,322,420
Other comprehensive earnings	, , , , ,	_		
(loss), before income taxes	30,142,928		107,409,720	(53,447,881)
Income taxes	(7,385,993)		(25,896,000)	12,561,000
Other comprehensive earnings		_		
(loss), net of income taxes	 22,756,935		81,513,720	 (40,886,881)
Comprehensive earnings	\$ 1,080,751,596	_	\$ 1,070,248,024	\$ 1,198,017,890

Chick-fil-A, Inc. Consolidated Statements of Stockholders' Equity Years Ended December 31, 2023, 2022, and 2021

	Comr	non Stock	Preferred	Treasury	Additional Paid-in	Accumulated Other	Retained	
	Voting	Nonvoting	Stock	Stock, at Par	Capital	Comprehensive Loss	Earnings	Total
Balances at December 31, 2020	\$ 1,108	\$ 761,748		\$ (143,829)	\$ 1,488,874	\$ (238,559,263)	\$ 2,547,828,548	\$ 2,311,377,186
Comprehensive (loss) earnings	_	_		_	_	(40,886,881)	1,238,904,771	1,198,017,890
Dividends	_	_		_	_	_	(120,586)	(120,586)
Purchase and retirement of 1,609,586 shares of treasury stock		(16,096)			(99)		(306,397,810)	(306,414,005)
Adoption of ASC 842	_	(10,090)			(99)	_	22,460,273	22,460,273
Balances at December 31,							22,400,273	22,400,213
2021	1,108	745,652	_	(143,829)	1,488,775	(279,446,144)	3,502,675,196	3,225,320,758
Comprehensive (loss) earnings			_			81,513,720	988,734,304	1,070,248,024
Dividends	_	_	_	_	_	_	(119,744)	(119,744)
Purchase and retirement of 421,136 shares of treasury		(4.242)			()		(2.4.7.4.2.2.2)	(0.4.747.000)
stock	_	(4,212)			(57)		(94,713,063)	(94,717,332)
Other adjustments							42	42
Balances at December 31, 2022	1,108	741,440		(143,829)	1,488,718	(197,932,424)	4,396,576,735	4,200,731,748
Comprehensive earnings	_	_	_	_	_	22,756,935	1,057,994,661	1,080,751,596
Dividends Purchase and retirement of	_	_	_	_	_	_	(18,862,470)	(18,862,470)
865,309 shares of treasury stock	_	(8,653)	_	_	_	_	(169,028,249)	(169,036,902)
Non-cash exchange of common stock for preferred								
stock ⁽¹⁾	_	(27,332)	27,332	_	535,684,539	_	(535,684,539)	_
Adoption of ASC 326 ⁽²⁾	_	_	_	_	_	_	(920,749)	(920,749)
Other adjustments							(225,095)	(225,095)
Balances at December 31, 2023	\$ 1,108	\$ 705,455	\$ 27,332	\$ (143,829)	\$ 537,173,257	\$ (175,175,489)	\$ 4,729,850,294	\$ 5,092,438,128

⁽¹⁾ Refer to Note 1 **Summary of Significant Accounting Policies** for further details.

⁽²⁾ Accounting Standards Codification ("ASC") 326, "Financial Instruments – Credit Losses." Refer to Note 1 Summary of Significant Accounting Policies for further details.

Chick-fil-A, Inc. Consolidated Statements of Cash Flows Years Ended December 31, 2023, 2022, and 2021

		2023		2022		2021
Cash flows from operating activities Net earnings	\$	1,057,994,661	\$	988,734,304	\$	1,238,904,771
Adjustments to reconcile net earnings to net cash	Ψ	1,007,004,001	Ψ	300,734,304	Ψ	1,200,304,771
provided by operating activities		004 000 405		700 400 700		EOE C40 000
Depreciation and amortization		864,699,465		706,100,732		585,642,930
Amortization of operating leases		127,965,101		124,274,339		123,281,121
Loss on disposal of property and equipment		79,148,723		61,702,582		39,763,188
Deferred income taxes		59,386,075		66,483,500		17,979,971
(Gain) loss on investments		(28,146,799)		77,904,532		(30,474,814)
Noncash interest expense		709,999		738,522		749,256
Changes in assets and liabilities		(0.000.505)		00 040 000		(00,000,400)
Receivables		(6,038,525)		30,218,226		(98,836,492)
Inventories		(4,870,491)		(26,418,092)		(4,625,790)
Prepaid expenses and other assets		(37,838,348)		(95,088,403)		(51,492,518)
Accounts payable		68,675,581		52,325,330		284,036,253
Accrued expenses and obligations		146,975,894		54,919,165		160,680,142
Operating lease liabilities		(102,919,364)		(102,362,843)		(95,645,553)
Income taxes payable		(5,757,999)		(20,639,000)		31,158,316
Franchisee deposits		386,284		353,259		252,804
Net cash provided by operating activities		2,220,370,257		1,919,246,153		2,201,373,585
Cash flow from investing activities		(O 44E 440 E00)		(4 667 000 000)		(4.04.4.740.056)
Purchase of property and equipment		(2,445,142,582)		(1,667,922,292)		(1,314,742,958)
Proceeds from sale of property and equipment		12,190,632		8,745,216		9,497,090
Premiums and investments made in Company-owned		(20, 220, 570)		(22,002,007)		(00 507 600)
life insurance policies		(30,338,578)		(33,003,997)		(20,567,633)
Change in notes receivable Contributions to investments		1,844,732		9,272,642		(12,072,596)
		(61,026,963)		(51,498,138)		(36,154,182)
Proceeds from investments		37,928,000	-	7,487,068		3,691,609
Net cash used in investing activities		(2,484,544,759)		(1,726,919,501)	_	(1,370,348,670)
Cash flows from financing activities						
Principal payments on notes payable		(224,459,580)		(118,558,601)		(310,199,337)
Purchase of treasury stock		(169,036,902)		(94,717,332)		(306,414,005)
Principal payments on finance lease and financing						
obligations		(30,838,815)		(22,317,936)		(17,561,601)
Dividends paid		(9,494,705)		(120,586)		(123,805)
Proceeds from issuance of notes payable, net		_		_		299,737,433
Payment of notes payable issuance costs		_		_		(1,100,268)
Proceeds from sale-leaseback transactions				1,901,352		9,768,575
Net cash used in financing activities		(433,830,002)		(233,813,103)		(325,893,008)
Effect of exchange rate changes on cash						
and cash equivalents		1,124,602		(1,092,260)		(101,163)
Net (decrease) increase in cash and cash						
equivalents		(696,879,902)		(42,578,711)		505,030,744
Cash and cash equivalents						
Beginning of year		1,962,994,241		2,005,572,952		1,500,542,208
End of year	\$	1,266,114,339	\$		\$	2,005,572,952
End of your	Ψ	1,200,114,000		1,002,004,241	<u> </u>	2,000,072,002
Supplemental disclosures of cash flow information						
Cash paid during the year for:						
Income taxes	\$	276,929,750	\$	290,608,812	\$	360,457,488
Interest	Ψ	125,184,639	Ψ	107,627,016	Ψ	93,864,210
Supplemental disclosure of noncash transactions						
financing and investing activities						
Change in unpaid acquisitions of property and						
equipment	\$	59,503,447	\$	49,086,852	\$	29,725,709
Change in unpaid hedge premiums			Ť	1,485,360		-, -1,: 10
Dividends declared and not paid		9,487,509		119,744		120,586
		-,,		,		0,000

The accompanying notes are an integral part of these consolidated financial statements.

1. Summary of Significant Accounting Policies

Nature of Business

Chick-fil-A, Inc. and subsidiaries (collectively referred to as "the Company", "we", and "our") provides consulting services and leases property, equipment, and leasehold improvements to franchisees of Chick-fil-A restaurants. The Company is primarily a franchisor, however during periods where a restaurant is without a franchisee, the Company operates the restaurant on a temporary basis as a company-operated location. Our franchised and company-operated restaurants are located in 48 states throughout the United States and District of Columbia.

As of December 31, 2023, the Company operates franchised locations outside of the United States, currently in Canada and Puerto Rico. The Company is actively exploring opportunities to continue franchised restaurant growth in Canada and Puerto Rico as well as opportunities to continue expansion into other international locations in the future.

At December 31, 2023, 2022, and 2021, there were 2,576, 2,429, and 2,325 franchised and company-operated Chick-fil-A restaurants, respectively. Total system-wide sales generated from these restaurants during the years ended 2023, 2022, and 2021 approximated \$21,585,752,000, \$18,814,024,000, and \$16,673,679,000, respectively.

The Company also licenses our brand through strategic partnerships with contract food service management companies. There were 414, 395, and 392 outlets operating as of December 31, 2023, 2022, and 2021, respectively, the majority of which are located in airports and on college campuses. The Company's licensed operating outlets are located throughout the United States and District of Columbia.

Additionally, the Company operates distribution centers to provide restaurants with ingredients, packaging, and other supplies. The Company currently operates distribution centers throughout the United States and plans to continue expanding our distribution capabilities by opening additional distribution centers in the future.

The Company operates a production facility in Valencia, California to produce and package freshly squeezed and pasteurized lemon juice for sale and distribution to our restaurants. The production facility currently supplies lemon juice for Chick-fil-A restaurants chainwide.

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. ("U.S. GAAP"). The accompanying consolidated financial statements include the accounts of Chick-fil-A, Inc. and our wholly owned subsidiaries, and those subsidiaries in which we have a controlling financial interest. Investments in other entities where we do not have a controlling financial interest, but where we exert significant influence are accounted for in our consolidated financial statements using the equity method of accounting. See Note 11 for additional information regarding the Company's equity method investments. All intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company's operations.

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management of the Company to make a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Risks and Uncertainties

The Company's results of operations are impacted by certain risks and uncertainties, including general economic conditions which may either positively or negatively impact sales at our franchised and company-operated restaurant locations.

Recently Issued Accounting Guidance

Recently Adopted Accounting Pronouncements

Reference Rate Reform

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.* ASU 2020-04, combined with all subsequent amendments (collectively, ASC 848) provides optional expedients and exceptions to simplify the accounting for contracts, hedging relationships, and other transactions affected by reference rate reform that meet certain criteria. ASC 848 applies to contracts entered into prior to or existing on December 31, 2024 and allows for elections to be made at different points in time. The Company elected to adopt certain expedients made available by this ASU for both our amended Credit Facilities as well as our interest rate swap arrangements. Refer to Note 5 for additional details.

Pension Benefit Arrangements

The Company adopted ASU 2018-14, *Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans* on January 1, 2022. ASU 2018-14 adds, removes and clarifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. Adoption of this ASU did not have a significant impact on the Company's disclosures.

Current Expected Credit Losses

The Company adopted ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments* and related clarifications and improvements (collectively, ASC 326) on January 1, 2023 using a modified retrospective approach. ASC 326 replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. Upon adoption of ASC 326 the Company recorded an increase to our allowance for credit losses of approximately \$1,217,000 with a corresponding adjustment to retained earnings, which is recorded net of an approximately \$296,000 deferred income tax impact. The cumulative-effect adjustment to retained earnings is reflected in the accompanying consolidated statement of stockholders' equity for the year ended December 31, 2023.

Recently Accounting Pronouncements Not Yet Adopted

Income Taxes

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires that an entity, on an annual basis, disclose additional income tax information, primarily related to the rate reconciliation and income taxes paid disclosures. The amendment in the ASU is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in this Update are effective for annual periods beginning after December 15, 2025. The Company is currently evaluating the impact of the new standard on our consolidated financial statements.

Recognition of Revenue and Income

Revenue and income are presented in the following categories: (1) Revenue and income from restaurants, (2) Product sales, and (3) Other income.

Recognition of Revenue and Income from Restaurants

Revenue and income from restaurants on the accompanying statements of comprehensive earnings consist of (1) fees earned from restaurant franchisees, less franchisee incentives and reimbursements, (2) rental income earned under leases of real estate and equipment to the Company's franchisees, (3) sales from company-operated restaurants and (4) fees earned from our licensee partner arrangements.

The Company's franchise agreement requires franchisees to pay an initial upfront fee as well as continuing rent and royalty payments. The Company's continuing royalties from franchisees are comprised of a base operating service fee and an additional operating service fee, collectively referred to as the "franchise fees". Domestically, the base operating service fee is calculated as 15% of franchised restaurant sales, less amounts charged to franchisees for equipment rentals and business services fees. For the years ending December 31, 2023, 2022, and 2021, the Company recorded total consolidated base operating service fees of approximately \$3,047,244,000, \$2,636,463,000, and \$2,342,515,000, respectively. The additional operating service fee is calculated as 50% of the net profit of franchised restaurants, as defined by the franchise agreement. For the years ending December 31, 2023, 2022, and 2021, the Company recorded total consolidated additional operating service fees of approximately \$1,179,506,000, \$935,145,000, and \$1,173,441,000, respectively. The franchise fees are charged to franchisees monthly and the Company recognizes revenue over time as underlying restaurant sales occur.

The Company offers various incentive programs to franchisees. The Company records the costs of certain franchisee incentives as reductions of franchise fee revenue in the period the incentives are earned. For the years ended December 31, 2023, 2022, and 2021, the Company recorded total franchisee incentives of \$61,824,000, \$35,968,000, and \$94,377,000, respectively. For the year ended December 31, 2021, franchisee incentives included amounts awarded to certain qualifying franchisees through varying relief programs established in response to the negative impacts of COVID-19 on restaurant operations.

The Company either purchases and develops our free-standing restaurants or leases the real estate and/or retail space from third-party developers under long-term lease agreements. Domestically, the Company leases or subleases these properties to franchisees under month-to-month lease arrangements and payments due from franchisees are subject to a cap equal to 6% of restaurant sales. The Company additionally purchases or leases equipment and leases or

subleases to franchisees on a month-to-month basis. Both real estate and equipment rental payments are charged to franchisees monthly. Income earned under the Company's franchisee lease arrangements is recorded within Rental income on the accompanying consolidated statements of comprehensive earnings and is recognized in accordance with ASC 842, *Leases*. See Note 10 for additional information.

Additionally, the Company incurs property tax charges associated with our restaurant real estate and equipment and passes such charges to franchisees for reimbursement. The Company presents property tax expenses and the associated franchisee reimbursements gross on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2023, 2022, and 2021, the Company recognized property tax income of approximately \$95,000,000, \$85,402,000, and \$77,507,000, respectively, within Rental income on the consolidated statements of comprehensive earnings.

All restaurants temporarily without a franchisee are considered company-operated restaurants. Sales and expenses relating to company-operated restaurants are reflected in the accompanying consolidated statements of comprehensive earnings for the period operated. Revenue is recognized at the point-of-sale net of sales-related taxes.

Royalties earned from the Company's brand license arrangements are calculated based on a percentage of licensed restaurant sales and the Company recognizes revenue over time as the underlying sales occur.

Recognition of Product Sales

Product sales on the accompanying consolidated statements of comprehensive earnings consist of sales of the Company's proprietary products and sales earned through the Company's distribution and lemon juice production operations.

The Company earns revenue from the sale of certain proprietary products to our distribution partners under third-party supply arrangements. The Company recognizes revenue from the sales of our proprietary products at the point in time our customers control the products pursuant to the terms of the respective contractual agreement.

For our proprietary product arrangements, the Company follows the principal-agent model under ASC 606, which provides a control-based model for determining whether an entity acts as a principal or an agent to a transaction. An entity is deemed the principal in a transaction if it obtains control of the specified goods or services before they are transferred to the customer. An entity is deemed an agent if it does not control the specified goods or services before they are transferred to the customer. The Company records income and associated costs gross on the consolidated statements of comprehensive earnings in arrangements where we were deemed to be the principal. If deemed agent to the transaction, the Company records income net of the associated costs on the consolidated statements of comprehensive earnings.

Additionally, the Company generates revenue from our distribution and lemon juice production operations. For our distribution operations, the Company generates revenue through the sale of goods to our restaurant franchisees and licensees, and revenue is recognized at the point in time that control of the underlying goods transfers pursuant to our respective supply agreements. As of December 31, 2023, 2022 and 2021, our distributions centers provided services to 556, 410, and 230 restaurant locations, respectively. Our lemon juice operations generate revenue primarily through the sale of lemon juice for distribution to our restaurant franchisees and licensees.

Revenue is recognized at the point in time when control of the purchased goods transfers to the customer pursuant to the terms of the respective agreements. For the years ended December 31, 2023, 2022 and 2021 the Company recognized revenues related to our distribution and lemon juice production operations of approximately \$1,239,917,000, \$768,969,000, and \$491,863,000, respectively.

Recognition of Other Income

Other income on the accompanying consolidated statements of comprehensive earnings is primarily comprised of (1) gift card program revenues, (2) advertising revenues and (3) investment and interest income.

The Company sells gift cards domestically through our franchisees, certain select retailers, and our website. Gift cards are redeemable in our franchised and company-operated restaurant locations. The Company manages the gift card program and collects all funds from the activation of gift cards and reimburses franchisees for the fulfillment of gift cards redeemed in their restaurants. The Company acts as an agent in this relationship and records proceeds from gift card sales net of the associated reimbursements to franchisees following gift card redemption. A contract liability for unredeemed gift cards is included in Trade payables and other in the accompanying consolidated balance sheets for all periods presented. There are no expiration dates on the outstanding, unredeemed gift card balances. While outstanding gift card balances do not expire, the likelihood of redemption may be determined to be remote for certain cards due to long periods of inactivity. The Company recognizes gift card breakage revenue over time in proportion to the pattern of gift card redemptions exercised by our customers.

Refer to the table below for a rollforward of the Company's contract liability balance associated with unredeemed gift cards for the years ended December 31, 2023 and 2022.

	Contract Liability			
Balance at December 31, 2021	\$	216,897,012		
Gift card activation proceeds, net of redemptions		44,820,238		
Less: Breakage revenue recognized		(14,887,738)		
Balance at December 31, 2022		246,829,512		
Gift card activation proceeds, net of redemptions		45,541,219		
Less: Breakage revenue recognized		(16,111,459)		
Balance at December 31, 2023	\$	276,259,272		

The Company provides franchisees national advertising services through our third-party advertising agency arrangements. These advertising activities primarily include national television, digital, radio and campaign social media advertisements. In certain cases, franchisees may elect to contribute to a fund to participate in certain additional national media activities to be fulfilled by the Company. Proceeds from franchisee contributions are retained by the Company to fund such national advertising costs as they become due and payable. The Company recognizes advertising expenses and the related franchisee contributions for certain national advertising services gross on our consolidated statements of comprehensive earnings. Advertising revenues are recognized over time as the advertising services are delivered to franchisees. For the years ended December 31, 2023, 2022 and 2021, the Company recorded advertising revenues of approximately \$41,804,000, \$39,382,000, and \$33,387,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings. The contract liability related to the Company's franchisee advertising services is reflected in Restaurant activity liability on the

accompanying consolidated balance sheets and was approximately \$15,859,000 and \$16,159,000 as of December 31, 2023 and 2022, respectively.

Additionally, Other income on the accompanying consolidated statements of comprehensive earnings includes gains and/or losses earned on certain investments administered through a Rabbi Trust, interest income on the Company's short-term investments, and other miscellaneous income/loss not subject to ASC 606. For the years ended December 31, 2023, 2022 and 2021, the Company recorded net income/(losses) of approximately \$111,101,000, (\$18,788,000), and \$50,060,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings, which represents amounts that are not subject to the scope of ASC 606.

Pension, Postretirement, and Postemployment Benefits Plans

The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of Accumulated other comprehensive loss in stockholders' equity. See Note 6 for additional information.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and all liquid investments purchased with a remaining maturity of 90 days or less at the date of acquisition. Investments with maturities greater than 90 days following date of acquisition are recorded within Investments on the accompanying balance sheets. Cash equivalents as of December 31, 2023 and 2022 consist of cash deposits, money market funds, and US Treasury bills. The cost of these investments approximates their fair value. The Company's cash balance is held with several different financial institutions, for which the related cash balances may exceed amounts federally insured during the year. The Company has not experienced any losses in such accounts, and management believes that the Company mitigates its risk by utilizing major financial institutions.

The Company has reclassified checks issued but not yet presented for payment as Trade payable and other in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$63,939,000 and \$80,479,000 at December 31, 2023 and 2022, respectively.

Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is determined on either a weighted-average cost or standard cost basis. Our inventories consist primarily of ingredients, packaging, and other supplies for sale to our restaurant franchisees. For our lemon juice production operations, the Company's inventory consists of both raw materials, which includes primarily lemons, and finished goods, which includes lemon juice and other lemon byproducts.

Property and Equipment

Property and equipment are stated at cost. Cost includes all direct costs necessary to acquire and prepare assets for use, including internal labor. Expenditures for significant improvements are capitalized while expenditures for minor replacements, maintenance and repairs are expensed as incurred. Interest is capitalized on borrowings during the active construction period of qualifying capital assets. Capitalized interest is added to the cost of the asset and depreciated over the estimated useful lives of the assets. Depreciation expense of property and equipment is calculated

by using the straight-line method over the estimated useful lives of the assets. Leasehold improvement assets are amortized over the shorter of the related lease life or their estimated useful lives.

Estimated useful lives of property and equipment are as follows:

	Estimated Useful Lives
Corporate property and equipment:	
Buildings and leasehold improvements	10-40 years
Furniture, fixtures, and equipment	3-20 years
Transportation	4-10 years
Computer hardware and software	3 or 5 years
Restaurant property and equipment:	
Buildings and leasehold improvements	10-20 years
Furniture, fixtures, and equipment	3-10 years

The Company records right-of-use assets associated with our commenced lease agreements within Property and equipment on the accompanying consolidated balances sheet. Refer to the "Leases" discussion below for the Company's policy related to the accounting for our right-of-use lease assets.

Leases

The Company is engaged in a significant amount of leasing activity, both as a lessee and as a lessor. A detailed description of the nature of the Company's leasing arrangements is included in Note 10.

Lessee Accounting

We classify leases as either operating or finance leases at the lease commencement date, which is the date we take control of the underlying leased asset. The Company's real estate lease agreements often contain tenant improvement allowances, rent holidays, rent escalation clauses and/or contingent rent provisions. We have lease agreements with lease and non-lease components, which are accounted for together as a single lease component for all underlying classes of assets with the exception of restaurant IT equipment and the Company's restaurant real estate leases where we are also a lessor.

The Company records a right-of-use asset and lease liability for each operating and finance lease with a contractual term greater than 12 months at the time of lease commencement. We do not record leases with an initial term of 12 months or less on our consolidated balance sheets but continue to record lease expense on a straight-line basis over the lease term. Many of the Company's leases include options to renew at our sole discretion. Such renewal options are included in the concluded lease term when they are determined to be reasonably certain of exercise.

The Company's operating and finance lease liabilities represent the present value of future lease payments over the concluded lease term. We cannot determine the interest rate implicit in each of our leases. Therefore, the Company uses an incremental borrowing rate to calculate the lease liability that reflects the rate of interest we expect to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. We consider a combination of factors, including our credit-adjusted interest rate, the lease term, and the effect of adjusting the rate to reflect consideration of collateral. Our credit adjusted borrowing rate takes into consideration interest rates we pay on our unsecured long-term notes as well as other relevant market factors.

The right-of-use asset balance is measured at the initial amount of the lease liability adjusted for lease payments made at or before lease commencement, initial direct costs and any tenant improvement allowances received. For operating leases, we recognize expense on a straight-line basis over the lease term within Selling, general and administrative expenses on the consolidated statements of comprehensive earnings. The recorded right-of-use asset is reduced over the lease term by the recognized straight-line lease expense less the amount of accretion of the lease liability determined using the effective interest method. For finance leases, right-of-use assets are amortized on a straight-line basis over the shorter of the useful life of the leased asset or the lease term, with amortization expense recorded within Depreciation and amortization on the consolidated statements of comprehensive earnings. Interest expense on each finance lease liability is recognized utilizing the effective interest method and is recorded within Interest on the accompanying consolidated statements of comprehensive earnings.

For several of our real estate leases, the Company is involved in the development and construction of our leased assets. For such leases, we do not control the construction period asset in accordance with ASC 842 and are therefore required to determine whether our construction period costs represent costs to use the lessor's asset or represent costs related to the Company's own assets. Construction costs associated with the right to use the lessor's asset are recorded initially to prepaid rent during the construction period and are subsequently measured as part of the right-of-use lease asset upon lease commencement. Construction costs associated with the Company's own assets are recorded initially as construction in progress and are subsequently recorded as leasehold improvements upon lease commencement.

Lessor Accounting

As described in the Revenue and Income section above, the Company serves as a lessor/sublessor primarily to our restaurant franchisees for the lease of restaurant real estate and restaurant equipment. Our franchisee lease agreements are month-to-month and are therefore treated as a short-term lease under ASC 842 and no asset or liability is recognized on the accompanying statements of financial position. Rental and subrental income are recorded within Rental income in our consolidated statements of comprehensive earnings and are recognized as amounts are earned and charged to franchisees each month.

Employee Incentive Compensation and Accrued Compensated Absences

The Company maintains an employee incentive compensation plan for all full-time employees. Incentive compensation for participating employees is calculated based on a portion of the revenue received from restaurants.

The Company also has in place an accrued compensated absence policy under which employees accrue compensated absence time as services are rendered throughout the year. Under this policy, employees are permitted to carry a certain number of accrued and unused hours into the subsequent year. The Company records a liability for accrued but unused compensated absence time based on individual compensation rates in effect during the year, inclusive of incentive compensation if applicable and estimable. The liability for accrued compensated absences was approximately \$83,379,000 and \$68,461,000 as of December 31, 2023 and 2022, respectively, and is recorded within Accrued expenses and obligations on the accompanying consolidated balance sheets.

Impairment or Disposal of Long-Lived Assets

In accordance with ASC 360 *Property, Plant, and Equipment*, long-lived assets held and used in operations are required to be assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be

recoverable. Recoverability of assets held and used in operations is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated over the remaining life of the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds its fair value. Impairment charges recorded for assets held and used in operations were immaterial for all periods presented in these consolidated financial statements.

Long-lived assets meeting the criteria to be reported as held for sale in accordance with ASC 360 are reported at the lower of their carrying amount or fair value less costs to sell and are no longer depreciated. As of December 31, 2023 and 2022, assets classified as held-for-sale are not material to the consolidated financial statements.

Advertising

The Company expenses advertising costs as incurred. Total advertising expenses were approximately \$209,792,000, \$180,807,000, and \$155,967,000 for the years ended December 31, 2023, 2022, and 2021 respectively, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2023, 2022, and 2021, total reported advertising expense includes approximately \$41,804,000, \$39,382,000, and \$33,387,000 in certain franchisee reimbursed national advertising costs. Refer to the Recognition of Revenue and Income section above for additional details.

The Company receives vendor rebates that we either pass along to our restaurant franchisees or utilize to fund certain, specified advertising expenses. The Company reflects such rebates on a net basis in the accompanying consolidated statements of comprehensive earnings for all periods presented.

Income Taxes

The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income Taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.

The Company accounts for income taxes using an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. 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 income in the period that includes the enactment date.

Changes in tax rates and tax laws are accounted for in the period of enactment. The Company has elected to reclassify any tax effects stranded in accumulated other comprehensive income as a result of a change in income tax rates to retained earnings.

Treasury Stock

The Company accounts for share repurchases using the par value method under which the repurchase price is charged to additional paid-in capital up to the amount of the original issue proceeds of the repurchased shares. When the repurchase price is greater than the original issue proceeds, the excess is charged to retained earnings. Repurchased shares that are not subsequently retired are recorded on the accompanying consolidated balance sheets as Treasury stock at their par value. As of December 31, 2023 and 2022, the Company held 14,382,928 non-voting common shares as treasury stock.

Preferred Stock

During 2023, the Company issued 2,733,225 shares of \$0.01 par value, Series A preferred stock in a one-for-one exchange for the Company's \$0.01 par value non-voting common stock. Immediately following the exchange transaction, the Company retired the redeemed non-voting common shares. The Series A preferred stock is non-voting, non-convertible and non-redeemable by the holder and has a stated liquidation preference of \$196 per share. The Company recorded the preferred stock at fair value on the issuance date with the difference between the fair value and par value reflected in Additional paid-in capital on the accompanying consolidated balance sheets. Each share of Series A preferred stock entitles the holder to a 7.0% annual cumulative dividend, payable quarterly on the preferred stock's stated liquidation preference. As of December 31, 2023, the Company had declared but unpaid dividends on our outstanding Series A preferred stock of approximately \$9,375,000, which is recorded within Dividends payable on the accompanying consolidated balance sheets.

Company-Owned Life Insurance

Company-owned life insurance represents insurance on the lives of certain individuals who have provided positive consent allowing the Company to be the beneficiary of such policies. The Company is the primary beneficiary of the insurance policies and incurs recurring premium payments to keep the policies active. Increases in the cash surrender value of the policies are recorded as reductions of the related cost of the insurance policies, and such costs are recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. Company-owned life insurance is recorded on the consolidated balance sheets at the cash surrender value of the policies which materially approximates fair value.

Self-Insurance

Beginning in 2023, the Company is primarily self-insured for certain employee-related welfare benefits. Self-insurance accruals are primarily based on the actuarially estimated cost of claims, which includes historical claims experience, demographic factors, severity factors and other relevant information. Costs are recognized in the period the claim is incurred, and the financial statement accruals include an estimate of claims incurred but not yet reported. The Company has stop-loss coverage to limit our exposure to any significant exposure on a per claim basis. The Company presents the accruals related to our self-insurance net of expected stop-loss recoveries when conditions for offsetting pursuant to ASC 210, *Balance Sheet* are met. Where the conditions for offsetting under ASC 210 are not met, the Company presents the self-insurance accruals separate from the related stop-loss receivables.

Derivatives and Financial Instruments

The carrying amount of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to

unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets:
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore
 requiring an entity to develop its own assumptions, such as valuations derived from
 valuation techniques in which one or more significant inputs or significant value drivers
 are unobservable.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

For all periods presented, the recorded carrying amounts of cash and cash equivalents, receivables, accounts payable and accrued expenses and obligations approximate fair value due to the short-term nature of these instruments.

Investments are recorded at fair value in accordance with the fair value hierarchy above. The Company determines the classification within the hierarchy based on the lowest level input that is significant to the fair value measurement.

A significant portion of the Company's pension and postretirement benefit plan assets have been measured at fair value using net asset value ("NAV") as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Refer to Note 6 for additional details.

The Company records derivative financial instruments on the balance sheet at their respective fair values. The Company accounts for derivative financial instruments in accordance with ASC 815, Derivatives and Hedging, which allows all changes in fair value of highly effective cash flow hedges to be recorded in other comprehensive earnings (loss). Additionally, ASC 815 allows for ongoing qualitative considerations of hedge effectiveness, provided certain conditions are met.

During 2023, the Company unwound our LIBOR benchmarked interest rate swap contracts that were previously designated as cash flow hedges under ASC 815. Prior to unwinding, these hedges were deemed to be highly effective in offsetting changes in our future expected cash flows under our floating interest rate, LIBOR benchmarked debt. Changes to the fair value were recorded through accumulated other comprehensive income and reclassified into interest expense in the same period in which the hedged transaction is recognized in earnings. Refer to Note 5 for additional detail on the unwind of the Company's interest rate swap contracts.

The Company also enters into other derivative arrangements, primarily options and swap contracts, as a way to hedge our exposure to fluctuations in certain commodity prices. The Company elects to treat these derivative instruments as economic hedges and does not apply the hedge accounting provisions of ASC 815. As a result, the Company records each derivative instrument on the balance sheet at its fair value with the entire change in fair value reported in earnings each reporting period. For certain commodity derivatives, we incur premiums to our counterparties upon execution of the derivative contract. Such premiums are recorded on the balance sheet and are subsequently measured at fair value with subsequent changes in fair value reflected in earnings. As of December 2023 and 2022, the Company recorded a derivative (liability)/asset of approximately (\$2,882,000) and \$17,933,000, respectively, within Prepaid expenses and other

assets on the accompanying consolidated balances sheets. Total (losses)/income recorded on our commodity derivative instruments was approximately (\$10,825,000), \$13,903,000, and \$642,000 for the years ended December 31, 2023, 2022, and 2021, respectively, and is recorded within Other income on the accompanying consolidated statements of comprehensive earnings.

2. Due to Restaurant Franchisees

The balance due to restaurant franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made into the Company's bank account; disbursements made by franchisees that have been presented for payment; other unpaid obligations of the restaurants, the largest of which is franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the franchisees.

3. Restaurant Activity Liability

Restaurant activity liability is comprised of amounts payable to third parties (not franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and services at the discretion of franchisee representatives.

4. Accrued Expenses and Obligations

Accrued expenses and obligations as of December 31, 2023 and 2022 consisted of the following:

	 As of December 31,				
	2023	2022			
Salaries, incentives and deferred compensation	\$ 570,327,732	\$	489,631,200		
Pension and post-retirement benefit obligations	401,739,594		382,950,476		
Other	 127,512,245		112,900,362		
Total	\$ 1,099,579,571	\$	985,482,038		

5. Notes Payable and Interest Rate Swaps

Credit Facilities

On September 24, 2021, the Company refinanced and replaced our existing credit facilities ("2018 Credit Facilities") and entered into a new credit agreement ("2021 Credit Facilities") with a syndicate of lenders, with Wells Fargo Bank N.A. serving as administrative agent, swingline lender and issuing lender. The 2021 Credit Facilities provide for a \$200,000,000 term loan ("Term Loan") and a revolving credit facility ("Revolving Facility") with a maximum commitment of \$800,000,000. Upon closing of the 2021 Credit Facilities, the Company drew \$100,000,000 on our available Revolving Facility. The proceeds from the 2021 Credit Facilities were used, in part, to pay off the outstanding principal balance of \$187,500,000 and accrued interest under the 2018 Credit Facilities and to pay related financing fees and expenses in connection with the 2021 Credit Facilities. The refinance and replacement of our 2018 Credit Facilities qualified as a debt modification pursuant to ASC 470 and as such, no gain or loss has been recognized on the transaction.

In October 2020, the Company amended and restated our 2018 Credit Facilities to add fallback language specifying how a replacement interest rate will be determined following the phase out of LIBOR as a result of reference rate reform. The Company adopted the expedients available in ASC 848 to account for the modification of our 2018 Credit Facilities.

In May 2023, the Company amended our 2021 Credit Facilities to replace 1-month LIBOR as the referenced benchmark interest rate with the Secured Overnight Financing Rate CME Term Option 1 Month ("1-month Term SOFR"). All other terms and conditions under our 2021 Credit Facilities, including applicable credit margins, loan maturity dates, and restrictive covenants were not revised as a result of this amendment. The Company again elected to apply the available expedients under ASC 848 to account for the Credit Facilities amendment as a modification. The Company did not recognize gain or loss in connection with the amendment. Lender and third-party fees incurred as result of the amendment were not material.

The Term Loan matures on September 24, 2026. Principal payments on the Term Loan commenced September 30, 2023 and are payable quarterly thereafter at scheduled amounts, with the remaining unpaid balance due at maturity. Following the 2021 Credit Facilities amendment in May 2023, the Term Loan bears interest at the floating 1-month Term SOFR plus a margin ranging between 0.800% and 1.000%. Interest payments on the Term Loan are due and payable at the end of each calendar month.

The Revolving Facility matures on September 24, 2026 and provides for borrowings up to a maximum commitment of \$800,000,000. Following the 2021 Credit Facilities amendment in May 2023, the Revolving Facility bears interest at floating 1-month SOFR plus a margin between 0.875% and 1.125%. Interest payments on the Revolving Facility are due and payable at the end of each calendar month. During 2022, the Company repaid the outstanding \$100,000,000 balance under the Revolving Facility, which is reflected within the accompanying statements of cash flows for the year ended December 31, 2022. The Company did not draw on our available Revolving Facility during 2023.

The 2021 Credit Facilities contain certain restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the 2021 Credit Facilities include a financial covenant relating to the Company's consolidated leverage ratio. As of December 31, 2023, the Company was in compliance with all restrictive covenants.

Related Party Note

In November 2018, the Company repurchased shares of our non-voting common stock from a related party through the issuance of a note payable ("Related Party Note" or "Note") and initial payment of approximately \$35,238,000. The Related Party Note has a face amount of approximately \$750,070,000, bears interest at a fixed annual rate of 4.75% and has a term of 25 years, maturing on November 30, 2043. The Related Party Note requires the Company to pledge the repurchased non-voting common shares to the related party as collateral for the Note. The Company is required to hold the repurchased shares as treasury stock until the Note is fully repaid. The Related Party Note requires compliance with certain nonfinancial covenants and as of December 31, 2023, the Company is in compliance with all such covenants.

Senior Notes

In October 2020, the Company entered into a Note Purchase Agreement and sold to certain purchasers \$1,700,000,000 in aggregate principal amount of senior notes (collectively "Senior Notes"), the proceeds of which were used to finance the repurchase of certain of the Company's outstanding, non-voting common shares. The Senior Notes mature in tranches with maturity dates ranging from October 2023 to October 2030. The Senior Notes bear interest at fixed interest rates ranging between 1.48% and 2.09%, with interest payments due semiannually in April and October each year. The Senior Notes may be prepaid at any time subject to a make-whole premium, as defined in the Note Purchase Agreement. The Note Purchase Agreement contains certain

restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the Note Purchase Agreement includes a financial covenant relating to the Company's consolidated leverage ratio. As of December 31, 2023, the Company was in compliance with all debt covenants.

Interest Rate Swaps

In June 2018, the Company entered into two, \$50,000,000 notional amount interest rate swap contracts: one 7-year interest rate swap with a June 2025 termination date and one 10-year interest rate swap with a June 2028 termination date. The interest rate swaps were used to effectively fix the interest rate on a portion of our floating-rate Credit Facilities, including forecasted future issuances. Under the two swap contracts, the Company paid interest at a weighted average annual rate of 2.92% and received interest at the prevailing 1-month LIBOR rate. The Company designated the swaps as cash flow hedges, and both were deemed to be highly effective in offsetting changes in our future expected cash flows due to the fluctuation in the 1-month LIBOR rate through termination.

For the years ended December 31, 2022, and 2021, the Company reported income/(loss) in Other comprehensive earnings (loss) of approximately \$12,044,000, and 6,322,000, respectively, as a result of recording the swaps at their determined fair values. As of December 31, 2022, the Company reported a hedge asset related to our interest rate swaps of approximately 3,576,000.

In May 2023, in connection with the amendment to our 2021 Credit Facilities to transition from LIBOR to 1-month Term SOFR, the Company elected to unwind our two interest rate swap contracts in exchange for the receipt of a \$3,500,000 swap unwind fee. In accordance with ASC 815, the Company derecognized the related hedge assets as of the unwind date and reclassified all amounts previously recorded in accumulated other comprehensive income to interest expense. Transaction fees incurred related to the unwind of our two interest rate swaps were not material.

The following tables reflect the Company's outstanding notes payable as of December 31, 2023 and 2022:

		As of December 31, 2023									
	Weighted		Unamortized								
	Average		Deferred								
	Interest Rate	Ou	tstanding	Issu	ance Costs	Carrying Amount					
Senior Notes	1.86%	\$ 1,	500,000,000	\$	2,158,746	\$	1,497,841,254				
Related Party Note	4.75%		660,126,120		_		660,126,120				
Term Loan	6.01%		195,000,000		212,292		194,787,708				
Total		\$ 2,	355,126,120	\$	2,371,038	\$	2,352,755,082				

	As of December 31, 2022								
	Weighted	Unamortized							
	Average	Deferred							
	Interest Rate	Outs	standing	ing Issuance Costs			arrying Amount		
Senior Notes	1.85%	\$ 1,7	700,000,000	\$	2,790,999	\$	1,697,209,001		
Related Party Note	4.75%	6	679,585,700		_		679,585,700		
Term Loan	2.58%	2	200,000,000		290,039		199,709,961		
Revolving Facility	2.19%		<u> </u>				_		
Total		\$ 2,5	79,585,700	\$	3,081,038	\$	2,576,504,662		

The following table summarizes the principal amounts due under our outstanding notes payable as of December 31, 2023:

Year	Total
2024	\$ 30,401,705
2025	236,394,757
2026	392,433,426
2027	223,522,519
2028	224,661,894
Thereafter	1,247,711,819
Total notes payable outstanding	2,355,126,120
Unamortized deferred issuance costs	2,371,038
Carrying amount of notes payable	\$ 2,352,755,082

6. Employee Benefit Plans

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar-for-dollar up to 5% of eligible compensation contributed by each employee. The Company recorded contribution expense of approximately \$37,637,000, \$28,377,000, and \$23,867,000 during the years ended December 31, 2023, 2022 and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings.

The Company also has a qualified defined benefit pension plan covering certain eligible employees. The plan provides a defined benefit based on years of service and highest average compensation during a five-year period. The plan includes an early retirement provision which provides an unreduced benefit to participants retiring after reaching age 55 and 20 years of service. As of December 31, 2023 and 2022, the qualified defined benefit plan had an underfunded balance of approximately \$117,050,000 and \$119,389,000, respectively, reflected within Accrued expenses and obligations on the accompanying consolidated balance sheets. During 2023, 2022, and 2021 the Company made total funding payments of approximately \$31,360,000, \$43,097,000, and \$30,700,000 respectively.

The Company additionally provides an unfunded, nonqualified, deferred compensation plan ("EDC plan") for a select group of employees earning amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. The EDC plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan. The Company recognized compensation expense in connection with the EDC plan of approximately \$6,519,000, \$8,676,000, and \$10,527,000 for the years ended December 31, 2023, 2022 and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings. Amounts accrued under the EDC plan totaled approximately \$51,156,000 and \$76,899,000 at December 31, 2023 and 2022, respectively, reflected within Accrued expenses and obligations in the accompanying consolidated balance sheets.

The EDC plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of between 5% and 15% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees' contributions dollar-for-dollar up to 5%. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company; however, the assets are subject to claims of general creditors. Amounts accrued under this plan were approximately \$398,260,000 and \$334,570,000 as of December 31, 2023 and 2022, respectively, and are included in Accrued expenses and obligations in the accompanying consolidated balance sheets. Plan assets invested through the Rabbi Trust consist primarily of equity (mutual funds) and

fixed income securities, materially all of which qualify as Level 1 assets within the fair value hierarchy. All securities invested through the Rabbi Trust are classified as trading securities and have been reflected at their fair market value in Investments on the accompanying consolidated balance sheets as of December 31, 2023 and 2022. Income/(loss) recognized on investments held under the Rabbi Trust were approximately \$57,590,000, (\$59,660,000), and \$46,622,000 for the years ended December 31, 2023, 2022, and 2021, respectively, and are included within Other income on the accompanying consolidated statements of comprehensive earnings.

Certain members of senior management are participants in a supplemental executive retirement plan ("SERP") provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. This plan is closed to new entrants. The Company recognized compensation expense of approximately \$954,000, \$1,157,000, and \$1,223,000 for the years ended December 31, 2023, 2022 and 2021, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately \$20,010,000 and \$18,333,000 at December 31, 2023 and 2022, respectively, and are recorded as salaries, incentives, and deferred compensation within Accrued expenses and obligations in the accompanying consolidated balance sheets.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service or those hired at Director level and above (Senior Director level and above if hired on or after January 1, 2023) who retire with 10 years of continuous full-time service may participate and may cover eligible dependents. There is no premium contributed by the participants. The Company recognized compensation expense in connection with the postretirement health care plan of approximately \$34,052,000, \$34,745,000, and \$26,362,000 for the years ended December 31, 2023, 2022, and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings. Amounts accrued under the postretirement health care plan totaled approximately \$233,533,000 and \$186,662,000 at December 31, 2023 and 2022, respectively, and are included within Accrued expenses and obligations in the accompanying consolidated balance sheets.

In 2023, the Company offered a voluntary early retirement option to certain participants of the qualified defined benefit and EDC plans. Pursuant to ASC 715, settlement accounting was triggered for the EDC plan, which resulted in an interim remeasurement as of July 31, 2023. A subsequent remeasurement was performed as of December 31, 2023 for a lump sum payment received by one participant in December 2023. As a result of the settlements, the Company recognized a settlement loss of approximately \$1,470,000 in 2023 which is reflected as a component of total pension expense.

The early retirement option further provided all electing employees company-paid postretirement health benefits, including for those not otherwise eligible under the Plan's standard eligibility provisions. These additional benefits granted to employees not otherwise eligible are deemed special termination benefits under ASC 715, which requires the recognition of an expense in the period the employees irrevocably accept the offer and the benefit is reasonably estimable. The Company recognized one-time special termination benefit expenses related to the postretirement healthcare plans of approximately \$2,449,000 in 2023.

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2023 and 2022, respectively.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2023, 2022, and 2021

	Pension Plans				Postretireme	nent Medical Plan	
	 2023		2022	2023			2022
Change in benefit obligations							
Benefit obligation at end of prior year	\$ 566,888,274	\$	696,600,637	\$	186,662,090	\$	223,665,002
Service cost	55,110,445		66,571,843		20,712,628		25,825,348
Interest cost	28,673,068		22,412,336		10,197,056		7,063,298
Plan participants' contribution	_		_		94,400		107,217
Actuarial (gain)/loss (1)	(11,273,474)		(245,342,033)		16,458,374		(77,089,973)
Plan amendments / new entrants (2)	910,491		43,905,923		_		8,717,090
Settlement/curtailment	(16,823,602)		_		_		_
Benefits paid	(31,775,559)		(17,260,432)		(3,142,568)		(1,713,088)
Other adjustments	(10,286,433)				2,448,882		
Retiree drug subsidy received	_		_		101,925		87,196
Benefit obligation at December 31	\$ 581,423,210	\$	566,888,274	\$	233,532,787	\$	186,662,090
Change in plan assets							
Fair value of plan assets at end of prior year	\$ 352,266,639		478,792,554	\$	_	\$	_
Actual return on plan assets	38,427,269		(156,438,537)		_		
Employer contributions	51,111,506		47,173,054		2,946,243		1,518,675
Plan participants' contributions	_		_		94,400		107,217
Benefits paid	(48,599,161)		(17,260,432)		(3,142,568)		(1,713,088)
Retiree drug subsidy received					101,925		87,196
Fair value of plan assets at December 31	393,206,253	_	352,266,639	-	_		_
Funded status	\$ (188,216,957)	\$	(214,621,635)	\$	(233,532,787)	\$	(186,662,090)
Accumulated benefit obligation end of year	\$ 411,086,684	\$	408,741,446		N/A		N/A

⁽¹⁾ The actuarial gain for the year ended December 31, 2022 was primarily due to an increase in the discount rates for all plans from 2021 to 2022.

⁽²⁾ Plan amendment/new entrants amounts for the year ended December 31, 2022 primarily relate to the plan amendment discussed in the section above.

	Pension Plans			Postretirement Medical Plan				
	2023	2022	2021	2023	2022	2021		
Amounts recognized in accumulated								
other comprehensive loss consists of								
Prior service (credit)/cost	\$ 30,331,405	\$ 41,529,646	\$ (1,343,261)	\$ 9,098,960	\$ 9,792,488	\$ 1,448,209		
Net actuarial loss/(gain)	188,196,369	223,577,473	293,981,972	5,033,026	(11,425,348)	67,139,680		
Total (before tax effect)	\$ 218,527,774	\$ 265,107,119	\$ 292,638,711	\$ 14,131,986	\$ (1,632,860)	\$ 68,587,889		
Components of net periodic benefit								
cost								
Service cost	\$ 55,110,445	\$ 66,571,843	\$ 57,418,428	\$ 20,712,628	\$ 25,825,348	\$ 19,594,801		
Interest cost	28,673,068	22,412,336	14,423,452	10,197,056	7,063,298	5,068,980		
Expected return on plan assets	(24,513,826)	(30,618,807)	(30,055,601)	_	_	_		
Amortization of prior service cost/(credit)	1,650,888	1,033,016	(133,409)	693,528	372,811	212,452		
Amortization of net actuarial loss	9,599,437	12,119,810	15,206,261		1,475,055	1,485,832		
Net periodic benefit cost	\$ 70,520,012	\$ 71,518,198	\$ 56,859,131	\$ 31,603,212	\$ 34,736,512	\$ 26,362,065		
Settlement loss/(gain)	1,470,392		_					
Other adjustments	(704,230)			2,448,882				
Total (income)/expense	\$ 71,286,174	\$ 71,518,198	\$ 56,859,131	\$ 34,052,094	\$ 34,736,512	\$ 26,362,065		

		Pension Plans		Post	retirement Medical Plar	าร
	2023	2022	2021	2023	2022	2021
Weighted average assumptions used to determine benefit obligations as of December 31						
Discount rate at end of year	5.06%	5.33%	2.84%	5.24%	5.32%	2.97%
Rate of compensation increase	Varies	Varies	Varies	N/A	N/A	N/A
Take of compensation increase	vanoc	Valled	vanos	6.50%/4.50% 9.00%/3.50%/	7.50%/4.50% 7.50%/7.50%/	6.15%/4.50%/ 7.00%/7.00%/
Heath care cost trend initial rate ⁽¹⁾	N/A	N/A	N/A	3.00%	3.00%	3.00%
Ultimate heath care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate						
reached	N/A	N/A	N/A	2030	2030	2029
Weighted average assumptions used to determine net periodic benefit cost for year ended December 31						
Discount rate at beginning of year (2)	5.33%	2.84%	2.41%	5.32%	2.97%	2.78%
Expected return on plan assets	7.00%	7.00%	7.00%	N/A	N/A	N/A
Rate of compensation increase	Varies	Varies	Varies	N/A	N/A	N/A
				7.50%/4.50% 7.50%/7.50%/	6.15%/4.50%/ 7.00%/7.00%/	6.30%/4.50%/ 6.00%/6.00%/
Initial health care cost trend rate	N/A	N/A	N/A	3.00%	3.00%	3.00%
Ultimate health care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2030	2029	2028

⁽¹⁾ The multiple healthcare cost trend initial rates presented above represent the pre-65 medical, post-65 drug, post-65 drug, post-65 drug and dental/vision rates, respectively.

⁽²⁾ The discount rate at beginning of year presented for 2022 was used to determine the net periodic benefit cost through the date of the mid-year plan remeasurement caused by the enhanced early retirement amendments adopted in 2022. The pension plans and postretirement medical plans were remeasured at July 31, 2022 and August 31, 2022, respectively. The discount rates used to determine the net periodic benefit cost for the remainder of 2022 were 4.41% and 4.67% for the pension plans and postretirement medical plans, respectively. The discount rate at beginning of year presented for 2023 for the pension plans was used to determine the net periodic benefit cost through the date of the mid-year plan remeasurement caused by the early retirement option noted above. The EDC pension plan was remeasured at July 31, 2023. The discount rate used to determine the net periodic benefit cost for the EDC pension plan for the remainder of 2023 was 5.16%.

Plan Assets

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. The Company's expected long-term rate of return on plan assets assumption of 7.0% for each of the fiscal years presented in these financial statements was determined using a weighted average approach considering the mix of plan assets at the determination date and long-term forward-looking expected returns for each asset category. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (39.2%), fixed income securities (37.3%), cash and cash equivalents (14.9%), alternative investments and derivative instruments (8.3%) and private equity (0.3%) as of December 31, 2023.

The following tables set forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2023 and 2022. Certain investments do not have readily determinable fair values and as such, have been measured using NAV as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Such investments have not been categorized in the fair value hierarchy but have been provided in the following tables to provide a reconciliation of the fair value hierarchy to the total value of plan assets.

	 Assets at Fair Values as of December 31, 2023								
								NAV as a	
								Practical	
	Level 1		Level 2	_	Le	vel 3		Expedient	 Total
Cash and cash equivalents	\$ 139,337		\$ —		\$	_	\$	58,330,029	\$ 58,469,366
Equity securities	_		108,712,492			_		45,532,753	154,245,245
Fixed income securities	58,728,733		35,505,383			_		52,409,588	146,643,704
Alternative investments and									
derivative instruments	_		_			_		32,916,946	32,916,946
Private equity	_		_					930,922	 930,992
Total assets at fair value	\$ 58,868,070		\$ 144,217,875		\$	_	\$	190,120,308	\$ 393,206,253
			Accets at Ea	ir Va		o of Doo	ambai	. 24 2022	

		Assets at Fair Values as of December 31, 2022							
				NAV as a					
				Practical					
	Level 1	Level 2	Level 3	Expedient	Total				
Cash and cash equivalents	\$ 9,506,491	\$ —	\$ —	\$ 32,696,259	\$ 42,202,750				
Equity securities		98,122,578		47,094,193	145,216,771				
Fixed income securities	45,969,022	35,778,052	_	68,516,476	150,263,550				
Alternative investments and									
derivative instruments	_	_	_	13,651,752	13,651,752				
Private equity				931,816	931,816				
Total assets at fair value	\$ 55,475,513	\$ 133,900,630	\$	\$ 162,890,496	\$ 352,266,639				

Fair market values of plan assets are determined based on the nature of the asset category.

Level 1 Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.

Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

Investments in investment companies are valued at fair value. Fair values are determined utilizing the NAV supplied by, or on behalf of, management of each investment company, which is in accordance with the practical expedient as defined by ASC 820. NAVs received by, or on behalf of, management of each investment company are based on the fair value of the investment company's underlying investments in accordance with policies established by management of each investment company, as described in each of their financial statements and offering memorandum. The redemption period for each class of investments measured using NAV as a practical expedient generally requires between zero- and five-days' notice.

The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

	Minimum	<u>Maximum</u>
Public equity	22.5%	59.5%
Long duration fixed income	30.0%	50.0%
Non-core fixed income	2.5%	28.0%
Real assets	0.0%	14.0%
Alternative risk premia	0.0%	7.0%
Tactical tilts	0.0%	7.0%
Cash	0.0%	21.0%

Contributions

The Company expects to contribute approximately \$22,421,000 to the qualified plan during fiscal year 2024.

Benefits

The Company's expected future benefit payments are as follows:

			Postretiren	nent Me	edical
	Pension Plans	-	Payments		Medicare Subsidy
Years Ending	_				
2024	\$ 18,264,398	\$	4,518,249	\$	150,481
2025	18,937,899		4,710,689		174,846
2026	22,194,043		4,996,349		197,621
2027	24,891,452		5,249,600		226,807
2028	29,453,201		5,538,009		256,625
2029-2033	221,891,406		34,847,395		1,784,086

7. Income Taxes

The components of federal, state and foreign income tax expense (benefit) are:

		2023	
	Current	Deferred	Total
Federal	\$ 213,399,700	\$ 66,323,902	\$ 279,723,602
State	59,089,622	(6,937,827)	52,151,795
Foreign	 866,729	 	 866,729
	\$ 273,356,051	\$ 59,386,075	\$ 332,742,126
		2022	
	Current	Deferred	Total
Federal	\$ 221,454,900	\$ 40,564,500	\$ 262,019,400
State	61,395,434	25,919,000	87,314,434
Foreign	327,878	 	 327,878
	\$ 283,178,212	\$ 66,483,500	\$ 349,661,712
		2021	
	Current	Deferred	Total
Federal	\$ 309,868,230	\$ 22,194,632	\$ 332,062,862
State	65,310,232	(4,214,325)	61,095,907
Foreign	66,339		 66,339
	\$ 375,244,801	\$ 17,980,307	\$ 393,225,108

Income tax expense differs from the amount computed by applying the federal statutory rate of 21% to earnings before income taxes due to the following: (1) state income taxes, (2) state tax credits and (3) permanent differences, consisting primarily of nondeductible meals and entertainment and nondeductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated \$1,475,099,000 and \$1,374,238,000 and deferred tax liabilities aggregated \$1,927,456,000 and \$1,754,152,100 at December 31, 2023 and 2022, respectively. For the year ended December 31, 2023, the principal components of deferred tax assets include differences between federal and state basis of property, plant and equipment, advance payments, and certain accruals related to deferred compensation, postretirement health benefits, and leases. The principal components of deferred tax liabilities are related to property, plant and equipment, leases, and accrued pension benefits.

No valuation allowance was recorded against the Company's U.S. federal and state deferred tax assets at December 31, 2023 or 2022. The Company's management believes it is more likely than not that the existing U.S. federal and state gross deferred tax assets will reverse during periods in which the deferred tax liabilities reverse or in which the Company generates net taxable income.

The Company had foreign deferred tax assets of \$8,502,000 and \$3,902,000 at December 31, 2023 and 2022, respectively, which consist primarily of net operating loss carryforwards. At December 31, 2023 and 2022, a full valuation allowance was recorded against our foreign deferred tax assets. The Company's management has considered all available positive and negative evidence to determine whether it will generate sufficient future taxable income to utilize the foreign deferred tax assets. A significant piece of objective negative evidence evaluated were the losses incurred from 2019 to 2023. Such objective evidence limits the ability to consider other subjective evidence, such as projections of future foreign taxable income. If or when recognized, the tax benefits related to any reversal of the valuation allowance against these foreign deferred tax assets will be accounted for as a reduction of income tax expense in the period such reversal occurs.

The Company notes that it currently does not have undistributed earnings due to losses in its foreign jurisdictions.

The Company had accrued interest related to unrecognized tax benefits of \$3,917,000 and \$2,889,000 recorded on our consolidated balance sheets as of December 31, 2023 and 2022, respectively, of which \$1,028,000 and \$1,033,000 was recognized in the consolidated statements of comprehensive earnings as Income tax expense, respectively. The Company's policy is to record potential penalties and interest related to unrecognized tax benefits as income tax expense in the accompanying financial statements.

The Company files federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2023, the 2020 through 2023 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

8. Other Comprehensive Earnings (Loss) and Accumulated Other Comprehensive Earnings (Loss)

The income tax benefit (expense) allocated to each component of other comprehensive earnings (loss) is:

		2023	3	
	Before-T Earnings (I	. , ,	•	:)
Pension plans	•	9,346 \$ (11,385		
Postretirement medical plan	(15,764	4,846) 3,83	35,914 (11,928,932	2)
Foreign currency translation	2,90	4,702 (707	7,089) 2,197,613	3
Derivative financial instruments	(3,576	6,274) 87	70,958 (2,705,316	3)
Other comprehensive (loss) earnings	\$ 30,14	2,928 \$ (7,38	5,993) \$ 22,756,93	5

				2022		
		Before-Tax	•	Tax Benefit		Net-of-Tax
	Ea	rnings (Loss)		(Expense)	Ear	nings (Loss)
Pension plans	\$	27,531,592	\$	(6,499,095)	\$	21,032,497
Postretirement medical plan		70,220,749		(17,050,741)		53,170,008
Foreign currency translation		(2,386,969)		580,793		(1,806,176)
Derivative financial instruments		12,044,348		(2,926,957)		9,117,391
Other comprehensive (loss) earnings	\$	107,409,720	\$	(25,896,000)	\$	81,513,720

		2021	
	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	\$ (40,125,157)	\$ 9,414,120	\$ (30,711,037)
Postretirement medical plan	(19,632,610)	4,703,156	(14,929,454)
Foreign currency translation	(12,534)	(2,275)	(14,809)
Derivative financial instruments	6,322,420	(1,554,001)	4,768,419
Other comprehensive (loss) earnings	\$ (53,447,881)	\$ 12,561,000	\$ (40,886,881)

The accumulated balances for each component of other comprehensive earnings (loss), net-of-tax are presented below:

				Change in Fair	
				Value of	Accumulated
		Post-	Foreign	Derivative	Other
		retirement	Currency	Financial	Comprehensive
	Pension Plans	Medical Plan	Translation	Instruments	(Loss) Earnings
Balance at January 1, 2021	\$ (190,875,554)	\$ (37,004,279)	\$ 501,064	\$ (11,180,494)	\$ (238,559,263)
Change during period	(42,153,797)	(16,220,900)	(14,809)	2,633,315	(55,756,191)
Reclassification to net					
earnings	11,442,760	1,291,446		2,135,104	14,869,310
Balance at December 31,					
2021	\$ (221,586,591)	\$ (51,933,733)	\$ 486,255	\$ (6,412,075)	\$ (279,446,144)
Change during period	9,350,847	51,770,834	(1,806,176)	7,228,234	66,543,739
Reclassification to net					
earnings	11,681,650	1,399,174		1,889,157	14,969,981
Balance at December 31,					
2022	\$ (200,554,094)	\$ 1,236,275	\$(1,319,921)	\$ 2,705,316	\$ (197,932,424)
Change during period	26,696,282	(12,453,710)	2,197,613	_	16,440,185
Reclassification to net					
earnings	8,497,288	524,778		(2,705,316)	6,316,750
Balance at December 31,					
2023	\$ (165,360,524)	\$ (10,692,657)	\$ 877,693	\$	\$ (175,175,489)

9. Related-Party Transactions

The Company provides accounting, tax, consulting, and other related services to certain of our related-party affiliates. We are reimbursed for all payroll and other operating costs associated with the performance of such services through the payment of an administration fee. This administration fee is recognized when earned and is recorded in Other income within the accompanying consolidated statements of comprehensive earnings. In total, amounts earned

related to the performance of the agreed upon services were approximately \$6,787,000, \$5,629,000, and \$5,644,000 for the years ended December 31, 2023, 2022, and 2021, respectively.

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately \$26,572,000, \$23,092,000, and \$20,097,000 during the years ended December 31, 2023, 2022 and 2021, respectively.

10. Leases

The Company is the lessee in a significant real estate portfolio related to our free-standing and mall restaurant locations. The Company's leases are structured either as ground leases, where we lease the land and subsequently construct the restaurant, or as space leases, where we lease the land along with the respective building space. Our restaurant real estate leases, exclusive of traditional mall leases, are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for periodic rent escalations and optional renewal periods. Rent escalations vary between leases but commonly occur every five years at an escalation rate between 10% and 12%. Lease renewal options are generally exercisable at the Company's sole discretion and are typically structured to occur in multiple five-year increments.

The Company's traditional mall leases generally have shorter lease terms, usually less than ten years, and typically do not contain as many optional renewal periods as the Company's free standing restaurant leases. In addition to fixed minimum monthly lease payments, some of the Company's leases, primarily those in our traditional mall spaces, provide for contingent rentals that are calculated based on certain achieved restaurant sales thresholds. Due to the variable nature of these payments, they are typically not included in the measurement of the lease asset and liability and are included as a component of variable lease expense.

The Company leases or subleases each franchised restaurant location to restaurant franchisees under month-to-month lease agreements. Under the Company's domestic franchisee lease agreements, rent paid by franchisees to the Company for the use of real estate is subject to a maximum of 6% of restaurant sales. The Company also leases or subleases equipment to restaurant franchisees under month-to-month lease agreements. Equipment rental charges are determined based upon the restaurant concept type and are charged to franchisees monthly. The Company recognizes rental and subrental income within Rental income on the accompanying statements of comprehensive earnings. In accordance with ASC 842, the Company reports right-of-use assets subject to sublease to restaurant franchisees separately from other right-of-use assets on our accompanying consolidated balance sheets.

In addition to restaurant real estate, the Company additionally leases real estate for certain of our corporate office locations, distribution and manufacturing facilities related to our distribution and lemon juicing production operations, as well as certain restaurant and corporate office equipment. Our real estate leases for corporate office locations, distribution and manufacturing facilities are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for optional renewal periods. Our equipment leases for use in corporate offices, distribution and manufacturing facilities, and restaurants have terms and conditions varying depending on the nature of the equipment.

The following table summarizes the components of the Company's lease cost:

	Classification	Year ended December 31, 2023	Year ended December 31, 2022	Year ended December 31, 2021
Finance lease cost:				
Amortization of finance lease assets	Depreciation and amortization	\$ 76,247,392	\$ 55,990,878	\$ 40,073,760
Interest on finance lease liabilities	Interest	48,972,489	34,022,600	22,195,065
Operating lease cost	Selling, general and administrative expenses	212,993,424	205,915,635	206,467,686
Short-term lease cost	Selling, general and administrative expenses	16,628,422	14,890,778	11,158,073
Variable lease cost	Selling, general and administrative expenses	81,090,399	74,662,783	61,517,744
Sublease income	Rental income	(330,130,320)	(294,778,967)	(258,069,827)
Total lease cost		\$ 105,801,806	\$ 90,703,707	\$ 83,342,501

The following table includes supplemental information regarding the Company's operating and finance leases:

	Year ended December 31, 2023	Year ended December 31, 2022	Year ended December 31, 2021
Operating leases:			
Cash paid related to operating lease			
liabilities	\$ 190,821,212	\$ 184,141,455	\$ 178,548,755
Lease liabilities arising from obtaining			
right-of-use assets	\$ 112,807,240	\$ 87,257,191	\$ 2,879,127,909
Weighted-average discount rate	3.27%	3.07%	2.96%
Weighted-average remaining lease term			
(years)	19.3	20.2	21.0
Finance leases:			
Cash paid related to finance lease			
liabilities	\$ 83,257,527	\$ 56,290,857	\$ 39,802,133
Lease liabilities arising from obtaining			
right-of-use assets	\$ 301,626,133	\$ 317,423,823	\$ 868,123,502
Weighted-average discount rate	4.13%	3.60%	3.06%
Weighted-average remaining lease term			
(years)	18.8	19.6	20.7

The Company has also entered into sale and leaseback transactions for certain of our real estate assets where we are not permitted to recognize a sale due to our continued control of the leased real estate following sale. For each of these transactions, the Company does not derecognize the underlying real estate asset and recognizes a financing obligation liability equal to the proceeds from sale less selling costs. The Company subsequently classifies and measures the asset

consistent with our policy for our other owned assets. The recorded financing obligation is amortized using the effective interest method, with future lease payments allocated between interest expense and reduction of the recorded financing obligation. As of December 31, 2023 and 2022, the Company has liabilities related to failed sale-leaseback transactions of approximately \$14,851,000 and \$14,912,000, respectively, which is recorded within Financing obligations on the accompanying consolidated balance sheets.

Future maturities for the Company's commenced operating and finance leases are as follows:

	Operating Leases ⁽¹⁾		Finance Leases ⁽²⁾	
Years Ending December 31,	_	'		
2024	\$ 197,821,524	\$	98,567,944	
2025	194,282,276		101,632,108	
2026	190,751,462		102,983,396	
2027	187,622,537		104,895,576	
2028	186,666,993		106,372,187	
2029 and thereafter	 2,788,963,328		1,606,854,342	
Total lease payments	3,746,108,120		2,121,305,553	
Less: Amounts representing interest	 1,014,209,037		666,373,883	
Present value of lease liabilities	\$ 2,731,899,083	\$	1,454,931,670	

⁽¹⁾ Operating lease payments include \$2,027,944,951 related to options to extend lease terms that are reasonably certain of being exercised.

11. Equity Method Investments

The Company accounts for our equity investments where we own a non-controlling interest, but exercise significant influence, under the equity method of accounting. Under the equity method of accounting, our original cost of the investment is adjusted for our share of equity in the earnings (loss) of the equity investee and reduced by dividends and distributions of capital received.

In January 2018, the Company executed a subscription agreement with Westside Future Fund, Inc. whereby the Company subscribed for a limited liability company interest in WFF Real Estate Investment Fund, LLC, a Georgia limited liability company ("WFF"). WFF is a social impact fund organized in 2017 and is intended to make investments in real estate projects with the purpose of revitalizing target neighborhoods in Atlanta, GA. The Company holds an 16.67% equity interest in WFF. For the years ended December 31, 2023, 2022, and 2021, the Company made capital investments totaling \$0, \$6,000,000, and \$0 respectively. As of December 31, 2023 and 2022, the carrying amount of the Company's investment in WFF is approximately \$12,174,000 and \$12,191,000, respectively, which is reported within Investments in the accompanying consolidated balance sheets.

12. Health Insurance

Through the period ending December 31, 2021, the Company participated in a health insurance trust along with certain affiliated entities to fund medical, dental, vision and other related insurance benefits to certain eligible employees. Premiums were paid to the health insurance trust by participating entities on behalf of their enrolled employees. Premiums paid to the health insurance trust by the Company totaled approximately \$54,385,000 during 2021, with such amounts recorded

⁽²⁾ Finance lease payments include \$553,720,493 related to options to extend lease terms that are reasonably certain of being exercised.

within Selling, general and administrative expenses on the consolidated statement of comprehensive earnings for the period ended December 31, 2021. These premiums accounted for approximately 85% of the total amount paid to the health insurance trust by all participating entities during 2021.

Premiums paid by the Company to the trust were paid directly by the trust to the health insurance providers who funded the full cost of all reported health insurance claims as losses become due and payable. As a result, the Company was liable only for our monthly premium payments to the trust and did not accrue for incurred but unreported insurance claims.

Effective December 31, 2021, the health insurance trust was dissolved and all remaining funds were disbursed to the respective insurance providers. For the year ended December 31, 2022, the Company participated in a single employer health insurance plan and paid health insurance premiums directly to our health insurance provider who funded the full cost of all reported health insurance claims as losses become due and payable. The Company paid health insurance premiums of approximately \$72,572,000 for the year ending December 31, 2022 with such amounts recorded within Selling, general and administrative expenses on the consolidated statement of comprehensive earnings.

Beginning January 1, 2023, the Company is primarily self-insured for our employee health, dental, and vision insurance. The Company contracts with a third-party administrator to supervise and administer the program. Employee medical claims exceeding certain stated deductibles are covered under stop-loss insurance policies purchased by the Company. Accrued liabilities under our self-insurance plan are recorded based on actuarial estimates of the ultimate costs to settle known claims as well as estimates for claims incurred but not yet reported as of the balance sheet date. Insurance accruals additionally include plan administrative costs as well as amounts due and payable to the Company under certain pharmacy rebate programs.

For the year ended December 31, 2023, the Company recognized expenses under our self-insurance programs totaling approximately \$82,407,000, which is recorded in Selling, general, and administrative expenses on the consolidated statements of comprehensive earnings. As of December 31, 2023, the Company recorded a self-insurance liability reflecting incurred but unfunded claims of approximately \$6,594,000, which is included in Accrued expenses and obligations on the consolidated balance sheet.

13. Letters of Credit

The Company has established various letters of credit. Such letters of credit totaled approximately \$8,782,000, \$9,096,000, and \$19,262,000 at December 31, 2023, 2022 and 2021, respectively.

14. Commitments and Contingencies

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

Broiler Chicken Antitrust Litigation

In December 2020, the Company filed a lawsuit in the United States District Court for the Northern District of Illinois against several chicken producers, including our suppliers, alleging a conspiracy among defendants to fix, raise, maintain, and stabilize the price of broiler chickens in violation of

federal antitrust laws. In 2022, the Company finalized settlement agreements with two poultry suppliers, which resulted in the Company receiving settlement payments in exchange for dismissing with prejudice our claims against the respective suppliers. The case, *In re Broiler Chicken Antitrust Litigation*, No. 1:16-cv-08637, remains pending as of the date of these financial statements. The Company may enter into additional settlement agreements with other poultry suppliers in the future as a part of our ongoing proceedings with respect to this case.

The Company has committed a total capital subscription of \$20,000,000 in exchange for our limited liability interest in WFF. The amount and timing of the Company's required capital contributions is at the direction of WFF; however no more than 50% of the Company's total capital subscription will be required to be paid in any twelve-month period. As of December 31, 2023, the Company has outstanding, unpaid capital subscriptions totaling \$7,000,000.

In November 2020 the Company executed a subscription agreement with Engage Venture Fund II, LP ("Engage II"), a Delaware limited partnership, whereby the Company subscribed to a limited partnership interest. Engage II was formed to promote innovation through connections between startups, corporations, university researchers, and the venture community. The Company has committed a total capital subscription of \$3,000,000 to be paid in installments over the next five years. As of December 31, 2023 the Company has paid \$2,625,000 towards our capital subscription.

15. Subsequent Events

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March 22, 2024, the report issuance date. No material subsequent events were noted through this date that would materially affect the consolidated financial statements or require additional disclosure.

EXHIBIT "D"

TABLE OF CONTENTS OF CHICK-FIL-A MANUALS

License Restaurant Playbook

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EXHIBIT "E"

LIST OF LICENSED UNITS, OPERATOR RESTAURANTS <u>AND CHICK-FIL-A OPERATED RESTAURANTS</u>

State Lo	ocation Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AL Aul	uburn University	255 Heisman Dr	Stdent Center	Auburn	36849	334/844-1284	LIC-Aramark College/University
AL Aul	uburn University - ARENA Concessions	250 Beard-Eves Ct	Aurburn Arena	Auburn	36849	334/844-8815	LIC-Aramark College/University
AL Aul	uburn University - Village Dining	230 Beard-Eaves Ct	The Village View Dining Facility	Auburn	36849	334/844-1284	LIC-Aramark College/University
AL Ala	abama Power	600 18th St N		Birmingham	35203	205/257-1688	LIC-Aramark Business/Industry
AL Bir	rmingham-Shuttlesworth International Airport	5900 Messer Airport Hwy	Suite #0034	Birmingham	35212	205/592-4362	LIC-HMSHost
AL Sai	amford University	800 Lakeshore Dr		Birmingham	35229	205/726-2637	LIC-Sodexo College
AL Uni	niversity of Alabama Birmingham Hospital	625 19th St S	Jefferson Tower	Birmingham	35233	205/502-7005	LIC-Thompson Hosp
AL Uni	niversity of North Alabama	1 Harrison Plz	Student Commons Building	Florence	35632	256/765-5667	LIC-Chartwells
AL Ala	abama A&M University	3900 Meridian Street North		Huntsville	35811		LIC-Aramark College/University
AL Uni	niversity of Alabama - Huntsville	507 John Wright Dr		Huntsville	35899	256/824-5124	LIC-Sodexo College
AL Jac	cksonville State University	700 Pelham Rd N		Jacksonville	36265	256/782-5554	LIC-Sodexo College
AL Uni	niversity of South Alabama	350 Campus Dr	Student Center	Mobile	36688	251/460-6296	LIC-Aramark College/University
AL Ala	abama State University	1055 Tullibody Dr	John Garrick Hardy Student Center	Montgomery	36104	334/497-0292	LIC-Aramark College/University
AL Tro	oy University	214 Adams Ctr		Troy	36082	334/670-5858	LIC-Sodexo College
AL Uni	niversity of Alabama	Bama Dining Services	Ferguson Center	Tuscaloosa	35487	205/348-6816	LIC-Aramark College/University
AL Uni	niversity of Alabama-Lloyd Hall	503 6th Ave	Lloyd Hall	Tuscaloosa	35404	205/348-6429	LIC-Aramark College/University
AR He	enderson State University	1100 Henderson St	Garrison Activity Conference Center	Arkadelphia	71999	-0001	LIC-Sodexo College
AR Ou	uachita Baptist University	410 Ouachita St		Arkadelphia	71998	870/245-5534	LIC-Sodexo College
AR Uni	niversity of Central Arkansas	201 Donaghey Ave	Student Center	Conway	72035	501/450-5980	LIC-Aramark College/University
AR Uni	niversity of Arkansas-Fayetteville	435 N Garland Ave Ste 209		Fayetteville	72701	479/575-5043	LIC-Chartwells
AR Ark	kansas State University	105 North Caraway	Student Center	Jonesboro	72401	870/680-4078	LIC-Sodexo College
AR Clir	inton National Airport	1 Airport Rd		Little Rock	72202	501/330-7251	LIC-HMSHost
AR So	outhern Arkansas University	100 E University	Bruce Center	Magnolia	71753	870/235-4352	LIC-Aramark College/University
AR Uni	niversity of Arkansas - Monticello	350 University Drive	Student Success Center	Monticello	71656	870/460-1900	LIC-Aramark College/University
AR Uni	niversity of Arkansas - Pine Bluff	1301 L A Prexy Davis Dr		Pine Bluff	71601	870/575-8953	LIC-Aramark College/University
AR Ha	arding University	2700 Harding University		Searcy	72149	501/279-4202	LIC-Chartwells
AZ No	orthern Arizona University	Nau Dining	P.O. Box 5736	Flagstaff	86011	928/523-8675	LIC-Sodexo College
AZ Ari:	izona State University - West Campus	4701 W Thunderbird Rd	Poly-West Campus	Glendale	85306	602/543-3363	LIC-Aramark College/University
AZ Ari:	izona State University - Downtown	120 E Taylor St		Phoenix	85004	602/496-6715	LIC-Aramark College/University
AZ Gra	and Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix	85017	602/639-6871	LIC-Sodexo College

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AZ	Grand Canyon University - Diamondback Apart	2945 W Colter St	Diamondback Apartments	Phoenix	85017	602/639-6871	LIC-Sodexo College
AZ	Phoenix Sky Harbor International Airport	3400 E Sky Harbor Blvd		Phoenix	85034	-4403	
AZ	Arizona State University	1290 S Normal Ave	Memorial Union Building	Tempe	85281	480/965-2052	LIC-Aramark College/University
AZ	University of Arizona-SUMC	1303 E University Blvd	Suite 149	Tucson	85719	520/626-0020	LIC-Self Operated College
CA	Los Angeles International Airport	1 World Way	Terminal 1	Los Angeles	90045	310/343-8309	LIC-SSP America
CA	Ontario International Airport - Terminal 4	2900 E Airport Dr		Ontario	91761	-2134	LIC-Delaware North
CA	California Baptist University	8432 Magnolia Ave		Riverside	92504	951/552-8079	LIC-Preferred Hosp
CA	San Jose International Airport - Terminal B	1701 Airport Blvd	Terminal B	San Jose	95110	408/652-7404	LIC-HMSHost
CA	California Polytechnic State University	1 Grand Ave	The Avenue Building 19	San Luis Obispo	93407	805/756-5952	LIC-Self Operated College
СО	Denver International Airport	8500 Pena Blvd		Denver	80249	303/342-6646	LIC-Skyport Hospitality
CO	Colorado Mesa University	1455 N 12th St	University Center	Grand Junction	81501	970/248-1742	LIC-Sodexo College
СТ	Mohegan Sun Resort	1 Mohegan Sun Blvd	Earth Concourse	Uncasville	06382	570/591-1910	LIC-Metz
DC	Catholic University	620 Michigan Ave NE		Washington	20064	202/319-6874	LIC-Chartwells
DC	Georgetown University	3800 Reservoir Rd NW	Hoya Commons Food Court	Washington	20007	202/975-9841	LIC-Aramark College/University
DC	Ronald Reagan Washington National Airport	1 Aviation Cir	(Inside Airport)	Washington	20001	703/418-1500	LIC-Hojeij
DC	Union Station	50 Massachusetts Ave NE		Washington	20002	202/838-0205	LIC-Thompson Hosp
DC	University of the District of Columbia	4200 Connecticut Avenue NW		Washington	20008	202/274-5820	
DE	Delaware State University	1200 N Dupont Hwy	MLK Jr. Student Center	Dover	19901	302/857-7209	LIC-Sodexo College
DE	University of Delaware	17 W Main St	Trabant University Center	Newark	19716	302/831-0510	LIC-Aramark College/University
FL	Florida Atlantic University	777 Glades Rd		Boca Raton	33431	561/297-4727	LIC-Chartwells
FL	Embry Riddle Aeronautical University	1 Aerospace Blvd		Daytona Beach	32114	386/226-7351	LIC-Sodexo College
FL	Florida Gulf Coast University	10501 Fgcu Blvd S	Student Union Building	Fort Myers	33965	239/590-1293	LIC-Chartwells
FL	Shands Hospital (Sun Terrace)-Gainesville	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611	352/392-1021	LIC-Aramark Hospital
FL	University of Florida	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611	352/392-9411	LIC-Aramark College/University
FL	Jacksonville University	2800 University Blvd N	Davis Student Commons	Jacksonville	32211	-3321	LIC-Aramark College/University
FL	University of North Florida	1 U N F Dr		Jacksonville	32224	-7699	LIC-Chartwells
FL	Southeastern University	1000 Longfellow Blvd	Pansler Alumni Student Center	Lakeland	33801	-6034	LIC-Chartwells
FL	Florida International University	885 SW 109th Ave	PG-5/Retail	Miami	33199	305/348-7797	LIC-Chartwells
FL	Miami Central	550 NW 1st Ave Ste 100	Suite 100	Miami	33136	786/359-4813	LIC-Phillips Con
FL	Miami - Dade College, Kendall Campus	11011 SW 104th St	Building 8000	Miami	33176	-3330	

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
FL	Miami - Dade College, North Campus	11380 NW 27th Ave	Building 4	Miami	33167-	3418	
FL	Florida Int'l University - Biscayne Bay Campus	3000 NE 151st St	Wolfe Center	North Miami	33181-	305/919-5322	LIC-Chartwells
FL	Orlando International Airport - South Terminal	1 Jeff Fuqua Blvd		Orlando	32827-	4392	
FL	Orlando Int la Airport la North Terminal/Pre-Se	9333 Airport Blvd		Orlando	32827	407/619-3503	LIC-HMSHost
FL	University of Central Florida	4000 Central Florida Blvd	SRC109	Orlando	32816-	407/823-2238	LIC-Aramark College/University
FL	University of Central Florida - RWC	12820 Gemini Blvd	Campus Recreation and Wellness Cer	Orlando	32815		LIC-Aramark College/University
FL	Pensacola Christian College	250 Brent Ln		Pensacola	32503-	850/478-8496	LIC-Self Operated College
FL	Pensacola International Airport	2430 Airport Blvd		Pensacola	32504-	850/434-6033	LIC-OHM
FL	University of West Florida	1100 University Pkwy	Argo Gallery	Pensacola	32514-	850/857-6260	LIC-Aramark College/University
FL	Flagler College	50 Sevilla St	Ringhaver Student Center	Saint Augustine	32084-	904/829-5861	LIC-Aramark College/University
FL	Florida A&M University	1510 Wahnish Way	Rattlers' Nest	Tallahassee	32307-	3100	LIC-Metz
FL	Florida State University	127 Honors Way	Johnson Annex Building	Tallahassee	32306-	-0001	LIC-Aramark College/University
FL	Tampa International Airport-Airside A	4100 George J Bean Pkwy	Airside A	Tampa	33607-	813/387-9845	LIC-Hojeij
FL	Tampa International Airport-Main Terminal	4100 George J Bean Pkwy	Main Terminal	Tampa	33607-	813/387-9866	LIC-Delaware North
FL	University of South Florida	4202 E Fowler Ave	CTR 152	Tampa	33620-	813/974-0917	LIC-Aramark College/University
FL	University of Tampa	401 W Kennedy Blvd		Tampa	33606-	813/258-7257	LIC-Sodexo College
FL	Palm Beach Atlantic University	1100 N Dixie Hwy		West Palm Beach	33401-	561/803-2348	LIC-Aramark College/University
GA	Albany State University	504 College Dr	Student Center	Albany	31705-	229/430-4747	LIC-Aladdin Food Mgmt
GA	Georgia Southwestern State University	800 Gsw State University Dr	Canes Den Student Center	Americus	31709-	229/931-2500	LIC-Aladdin Food Mgmt
GA	University of Georgia	45 Baxter St		Athens	30602-	706/542-1256	LIC-Self Operated College
GA	Delta Air Lines Headquarters	1030 Delta Blvd		Atlanta	30354-	1989	LIC-Sodexo Business
GA	Georgia State University	66 Courtland Street		Atlanta	30303	404/413-9634	LIC-Self Operated College
GA	Grady Memorial Hospital	80 Jesse Hill Jr Dr Se		Atlanta	30303-	·3031	LIC-Sodexo Hospital
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc A	6000 N Terminal Pkwy	Concourse A	Atlanta	30320-	404/762-2510	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc C	7700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMSHost
GA	University Hospital-Augusta	1350 Walton Way		Augusta	30901-	706/774-2209	LIC-Morrison's
GA	University of West Georgia	Campus Dining		Carrollton	30118	678/839-1389	LIC-Self Operated College
GA	Columbus State University	4225 University Ave	Davidson Student Center	Columbus	31907	706/507-8373	LIC-Aramark College/University
GA	Fort Valley State University	1005 State University Dr	Student Center	Fort Valley	31030	478/825-5269	LIC-Sodexo College
GA	Northeast Georgia Medical Center	743 Spring St NE		Gainesville	30501-	770/219-2046	LIC-Unidine

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
GA	Kennesaw State University	395 Cobb Ave NW		Kennesaw	30144	770/423-6611	LIC-Self Operated College
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville	30043	678/407-5090	LIC-Aramark College/University
GA	Mercer University	1400 Coleman Ave		Macon	31207	478/301-2925	LIC-Aramark College/University
GA	Kennesaw State University - Marietta	1100 S Marietta Pkwy SE		Marietta	30060	-2855	LIC-Self Operated College
GA	Georgia College and State University	231 W Hancock St	MSU Bldg.	Milledgeville	31061	478/452-2409	LIC-Sodexo College
GA	Berry College	2277 Martha Berry Hwy NW	Krannert Student Center	Mount Berry	30149	706/368-6968	LIC-Aramark College/University
GA	Georgia Southern University - Armstrong Camp	11935 Abercorn St	MCC Student Union	Savannah	31419	912/344-3246	LIC-Self Operated College
GA	Gulfstream Aerospace	500 Gulfstream Rd		Savannah	31408	-9643	
GA	Savannah State University	3219 College St		Savannah	31404	-5254	LIC-Aladdin Food Mgmt
GA	Georgia Southern University	8107 Russell Un		Statesboro	30460	912/478-0447	LIC-Self Operated College
GA	Valdosta State University - Student Union	1500 N Patterson St	Student Union	Valdosta	31698	229/333-5671	LIC-Aramark College/University
GA	Young Harris College	228 Maple Street	Rollins Campus Center	Young Harris	30582	706/379-5304	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise	83725	208/426-1437	LIC-Aramark College/University
ID	University of Idaho	1080 W 6th St	Idaho Commons Food Court	Moscow	83843	208/885-6070	LIC-Chartwells
ID	Idaho State University	1065 S 8th Ave		Pocatello	83209	-0001	LIC-Chartwells
ID	Brigham Young University - Idaho	525 S Center St	Manwaring Center	Rexburg	83460	-0004	LIC-Self Operated College
IL	Southern Illinois University - Carbondale	1255 Lincoln Dr	Student Center	Carbondale	62901	618/453-1136	LIC-Self Operated College
IL	Eastern Illinois University	600 Lincoln Ave	Office of Univ. Housing/Dining	Charleston	61920	217/581-8156	LIC-Self Operated College
IL	Chicago Union Station	225 S Canal St		Chicago	60606	312/526-3743	LIC-The Grove
IL	University of Illinois - Chicago	750 S Halsted St	Student Center East	Chicago	60607	312/355-2338	LIC-Chartwells
IL	Southern Illinois University-Edwardsville	University Ctr	Box 1170	Edwardsville	62026	618/650-2863	LIC-Self Operated College
IL	Western Illinois University	1 University Cir	University Union	Macomb	61455	309/298-1292	LIC-Sodexo College
IL	Bradley University	1501 W Bradley Ave	Michel Student Center	Peoria	61625	309/677-3210	LIC-Aramark College/University
IN	Anderson University	1100 E 5th St	OLT Student Center	Anderson	46012	-3462	LIC-Chartwells
IN	University of Evansville	1800 Lincoln Ave	John Ridgway University Center	Evansville	47722	812/488-2400	LIC-Chartwells
IN	University of Southern Indiana	8600 University Blvd		Evansville	47712	812/464-1859	LIC-Sodexo College
IN	Indianapolis International Airport	7800 Col H Weir Cook Mem Dr		Indianapolis	46241	-8003	LIC-OHM
IN	Indiana University Purdue Univ at Indianapolis	420 University Blvd Ste 120		Indianapolis	46202	317/231-0215	LIC-Chartwells
IN	Marian University	3200 Cold Spring Rd		Indianapolis	46222	-1960	
IN	Indiana Wesleyan University	4201 S Washington St	Barnes Student Center	Marion	46953	765/677-2310	LIC-PCC

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
IN	Ball State University	1101 N McKinley Ave	Atrium Food Court in the Art & Journal	Muncie	47303	765/285-0016	LIC-Self Operated College
IN	University of Notre Dame - Duncan Student Ce	Duncan Student Center		Notre Dame	46556		LIC-Self Operated College
IN	Taylor University	236 W Reade Ave	LaRita R. Boren Campus Center	Upland	46989	765/998-4678	LIC-Self Operated College
KS	University of Kansas	1301 Jayhawk Blvd	Wescoe Hall Underground	Lawrence	66045	785/864-2449	LIC-Self Operated College
KS	Kansas State University	918 N 17th St	121 K- State Student Union	Manhattan	66506	785/532-5111	LIC-Self Operated College
KS	Wichita Dwight D. Eisenhower National Airport	2277 S Eisenhower St		Wichita	67209	316/990-1811	LIC-MSE Business/Industry
KS	Wichita State University	1845 Fairmount	Rhatigan Student Center	Wichita	67260	316/978-3477	LIC-Chartwells
KY	Western Kentucky University	1 Big Red Way	124 Downing Univ. Center	Bowling Green	42101	270/745-6844	LIC-Aramark College/University
KY	Campbellsville University	1 University Dr Upo 783	Student Center	Campbellsville	42718	270/789-5063	LIC-PCC
KY	Cincinnati-Northern Kentucky International Airp	Terminal 3, 4th Floor	Cincinnati / N KY Airport	Hebron	41048	859/767-1076	LIC-HMSHost
KY	University of Kentucky	239 Student Ctr	UK Student Center	Lexington	40506	859/218-6726	LIC-Aramark College/University
KY	University of Kentucky - The 90	440 Hilltop Ave	University of Kentucky	Lexington	40506	859/323-7154	LIC-Aramark College/University
KY	University of Louisville	2100 S Floyd St	SAC Bldg W206	Louisville	40208	502/852-6715	LIC-Aramark College/University
KY	University of Louisville Medical Center	500 S Preston St		Louisville	40202	502/852-2613	LIC-Aramark Hospital
KY	Morehead State University	UPO 1371		Morehead	40351	606/783-2017	LIC-Aramark College/University
KY	Murray State University	1415 Chestnut St	Curris Center	Murray	42071	270/809-4600	LIC-Sodexo College
KY	University of Pikeville	810 Hambley Blvd	Health Professional Education Building	Pikeville	41501	606/218-5040	LIC-Aramark College/University
KY	Eastern Kentucky University	17 Powell Dr		Richmond	40475	859/622-3691	LIC-Aramark College/University
KY	University of the Cumberlands	6178 College Station Dr		Williamsburg	40769	606/539-4409	LIC-PCC
LA	Louisiana State University	2nd Floor Tiger Lair Food Court	Corner of Raphael Semmes & Highlan	Baton Rouge	70803	225/578-0829	LIC-Chartwells
LA	Southern University	133 Smith Brown	Memorial Student Union	Baton Rouge	70813	225/771-2363	LIC-Aramark College/University
LA	Grambling State University	100 Founders Street	Tiger Express Food Court	Grambling	71245	318/274-3251	LIC-Sodexo College
LA	Southeastern Louisiana University - War Memo	303 W Texas Ave	War Memorial Student Center	Hammond	70402	985/549-2286	LIC-Aramark College/University
LA	Louis Armstrong New Orleans Int'l Airport	1 Airline Dr	North Terminal - Head House	Kenner	70062	504/463-5500	LIC-Delaware North
LA	University of Louisiana Lafayette	600 McKinley St		Lafayette	70503	337/482-5732	LIC-Sodexo College
LA	University of Louisiana Monroe	800 University Ave		Monroe	71209	318/342-6080	LIC-Aramark College/University
LA	Northwestern State University	912 University Pkwy		Natchitoches	71457	318/357-4385	LIC-Sodexo College
LA	University of New Orleans	University Ctr Rm 250		New Orleans	70148	504/280-6370	LIC-Chartwells
LA	Xavier University	4980 Dixon St	University Center	New Orleans	70125	504/520-5016	LIC-Sodexo College
LA	Louisiana Tech University	Wisteria Student Center Rm 208		Ruston	71272	318/257-2195	LIC-Aramark College/University

State Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
LA Nicholls State University	217 Ardoyne Dr		Thibodaux	70310	985/448-4900	LIC-Sodexo College
MD Baltimore-Washington Intl Airport - A/B Core	Aviation Boulevard & Elm Road	A/B Core	Baltimore	21240	410/859-8257	LIC-GFNC
MD Morgan State University	1700 E Cold Spring Ln	Student Center	Baltimore	21251	443/885-3327	LIC-Thompson Hosp
MD University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore	21250	443/612-8390	LIC-Chartwells
MD University of Maryland-College Park	3972 Campus Dr	Stamp Union Food Court	College Park	20742	301/314-6568	LIC-Self Operated College
MD Frostburg State University	Stadium Road	Lane Center	Frostburg	21532	301/687-3216	LIC-Chartwells
MD Salisbury University	1101 Camden Ave	Guerrier Student Center	Salisbury	21801	410/677-6771	LIC-Self Operated College
MD Towson University	8000 York Rd		Towson	21252	410/704-5403	LIC-Chartwells
MI Detroit Medical Center	3990 John R St		Detroit	48201	313/831-0200	LIC-Self Op Hosp/Bus
MI Detroit Metropolitan Airport	2562 Worldgateway Pl	McNamara Terminal, Core 10	Detroit	48242	734/941-3481	LIC-Hojeij
MI Detroit Metropolitan Airport-North Terminal	601 Rogell Dr Ste 4007	Suite 4007	Detroit	48242	734/955-9455	LIC-HMSHost
MI Eastern Michigan University	878 W Cross St.	McKenny Hall	Ypsilanti	48197	734/487-0260	LIC-Chartwells
MN Minnesota State University-Mankato	7 Centennial Student Un		Mankato	56001	507/389-2613	LIC-Sodexo College
MN University of Minnesota	300 Washington Ave SE		Minneapolis	55455	612/625-2037	LIC-Aramark College/University
MN St. Cloud State University	720 4th Ave S		Saint Cloud	56301	320/308-4373	LIC-Chartwells
MN Minneapolis - Saint Paul Intl Airport-Concourse	4300 Glumack Dr	C-2560	Saint Paul	55111	612/355-4678	LIC-HMSHost
MN Minneapolis - Saint Paul Intl Airport-Concourse	4300 Glumack Dr	Concourse F	Saint Paul	55111	786/582-1078	LIC-The Grove
MO Southeast Missouri State University	1 University Plz	MS 1700	Cape Girardeau	63701	573/651-2569	LIC-Chartwells
MO University of Missouri - Kansas City	5100 Cherry St	Student Union Bldg. #216	Kansas City	64110	816/235-5080	LIC-Sodexo College
MO Truman State University	901 S Franklin St		Kirksville	63501	660/785-4197	LIC-Sodexo College
MO Northwest Missouri State University	800 University Dr	J.W. Jones Student Center	Maryville	64468	-6015	LIC-Aramark College/University
MO Missouri University of Science & Technology	1346 N Bishop Ave		Rolla	65409	573/341-5436	LIC-Chartwells
MO Lindenwood University	209 S Kingshighway St	Spellman Student Center	Saint Charles	63301	636/255-2241	LIC-Pedestal
MO Missouri Western State University	4525 Downs Dr	Blum Student Union Food Court	Saint Joseph	64507	806/271-4426	LIC-Aramark College/University
MO St. Louis College of Pharmacy	4588 Parkview Pl	Parkview Cafe	Saint Louis	63110	314/446-8156	LIC-Pedestal
MO Missouri State University	901 S National	Plaster Student Union	Springfield	65897	417/836-4211	LIC-Chartwells
MO University of Central Missouri	517 South Holden	Elliott University Union	Warrensburg	64093	660/543-4300	LIC-Sodexo College
MS Delta State University	200 Washington St	Nowell Student Union Building	Cleveland	38732	662/846-4645	LIC-Sodexo College
MS Mississippi College	200 Capitol St	B.C. Rogers Student Center	Clinton	39056	601/925-3238	LIC-Campus Dining, Inc.
MS University of Southern Mississippi	118 College Dr	Union Building	Hattiesburg	39406	601/266-5376	LIC-Aramark College/University

State Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MS Mississippi Valley State University	14000 Highway 82 W	Jacob Aron Student Union	Itta Bena	38941	-1400	LIC-Thompson Hosp
MS Jackson State University	1400 J R Lynch St	Student Center	Jackson	39217	601/979-0447	LIC-Sodexo College
MS Mississippi Baptist Medical Center	1225 N State St		Jackson	39202	601/973-1646	LIC-Morrison's
MS Mississippi State University	PO Box 6229	Perry Cafeteria/Darden Avenue	Mississippi State	39762	662/325-2849	LIC-Aramark College/University
MS HII - Ingalls Shipyard	1000 Access Rd	CSA Cafe	Pascagoula	39567	228/218-1747	LIC-Aramark Business/Industry
MS Hinds Community College - Student Center	608 Hinds Blvd		Raymond	39154	-8246	
MS Northwest Mississippi Community College	4975 Highway 51 N		Senatobia	38668	-1714	
MS University of Mississippi	Third Floor Student Union Bldg	University of Miss Food Court	University	38677	662/915-6690	LIC-Aramark College/University
NC Gardner-Webb University	100 S Main St	Dover Campus Center	Boiling Springs	28017	704/406-3227	LIC-Sodexo College
NC Appalachian State University	Stadium Dr	Trivette Hall	Boone	28608	828/262-3069	LIC-Self Operated College
NC Campbell University	85 Main Street	Britt Hall	Buies Creek	27506	910/893-1456	LIC-Aramark College/University
NC University of NC-Chapel Hill (Lenoir Hall)	36 Lenoir Drive		Chapel Hill	27599	704/687-0385	LIC-Aramark College/University
NC University of North Carolina Hospital-Beach	1 Medical Dr	Beach Cafe, Brinkhouse-Bullitt	Chapel Hill	27599	919/962-0212	LIC-Aramark Hospital
NC Charlotte-Douglas International Airport	5501 Birmingham Parkway		Charlotte	28208	704/324-7218	LIC-HMSHost
NC University of NC-Charlotte	9201 University City Blvd	Cone Center ID Office	Charlotte	28223	704/687-3391	LIC-Chartwells
NC Western Carolina University	160 West University Way	Courtyard Food Court	Cullowhee	28723	828/227-7177	LIC-Aramark College/University
NC Duke University Medical Center	S Food Ct	Flowers Drive	Durham	27710	919/668-5873	LIC-Aramark Hospital
NC North Carolina Central University	500 Nelson Street	W.G Pearson Student Center	Durham	27701	919/530-6498	LIC-Sodexo College
NC Fayetteville State University	1200 Murchison Rd	Student Center	Fayetteville	28301	910/672-1739	LIC-Aramark College/University
NC Methodist University	5400 Ramsey St	Berns Student Center	Fayetteville	28311	-1420	LIC-Aramark College/University
NC NC A&T (NC Agricultural & Technical State Uni	1004 Alma Morrow Circle	Dining Services	Greensboro	27401	336/334-7560	LIC-Sodexo College
NC University of NC-Greensboro (Elliott Center)	516 Stirling St		Greensboro	27412	336/334-5443	LIC-Chartwells
NC East Carolina University - Croatan	5th Street	The Croatan	Greenville	27858	252/328-6477	LIC-Aramark College/University
NC Lenoir Rhyne University	625 7th Ave NE	Cromer Center - Bear's Lair	Hickory	28601	828/328-7144	LIC-Aramark College/University
NC High Point University	1 University Pkwy		High Point	27268	-0002	LIC-Aramark College/University
NC University of NC - Pembroke	355 N Odum Street	James B. Chavis Center	Pembroke	28372	910/775-4195	LIC-Sodexo College
NC North Carolina State University	2600 Founders Dr		Raleigh	27695	919/515-7910	LIC-Self Operated College
NC University of NC-Wilmington	601 S College Rd		Wilmington	28403	910/962-7782	LIC-Aramark College/University
NC Wingate University	220 N Camden Rd	The Klondike Building	Wingate	28174	704/233-8108	LIC-Chartwells
NC Wake Forest Baptist Medical Center	Medical Center Blvd		Winston Salem	27157	336/716-8836	LIC-Sodexo Hospital

State Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
NC Wake Forest University	1834 Wake Forest Rd	Benson Food Court Center	Winston Salem	27109	336/758-4695	LIC-Aramark College/University
NC Winston Salem State University	601 S Martin Luther King Jr Dr	Donald Julian Reaves Student Center	Winston Salem	27110	336/750-2846	LIC-Aramark College/University
ND University of North Dakota	3625 Campus Rd Stop 9033	Memorial Union	Grand Forks	58202	701/777-6440	LIC-Self Operated College
NE University of Nebraska at Kearney	1013 W 27th St	Nebraskan Student Union	Kearney	68849	308/865-8089	LIC-Sodexo College
NE University of Nebraska - Lincoln	1400 R St	Nebraska Union	Lincoln	68588	402/472-6026	LIC-MSE College/University
NJ Connie Chung Travel Plaza	Garden State Parkway		Bloomfield	07003		
NJ Delaware Gap Travel Plaza	19 Simpson Rd		Columbia	07832	908/496-7001	LIC-Applegreen
NJ Molly Pitcher Travel Plaza	Mile 71 South Drive		East Windsor	08512		
NJ Stockton University	101 Vera King Farris Dr	College Center	Galloway	08205	609/652-4771	LIC-Chartwells
NJ Thomas Edison Travel Plaza	Mile Marker 92.9 South	New Jersey Turnpike	Woodbridge	07095		LIC-Applegreen
NM University of New Mexico	201 La Posada		Albuquerque	87131	505/277-0185	LIC-Chartwells
NM New Mexico State University Student Cente	Corbett Ctr Rm 130		Las Cruces	88003	575/646-4801	LIC-Sodexo College
NV Golden Nugget Las Vegas Hotel	129 Fremont St		Las Vegas	89101	702/386-8243	LIC-Landry's
NY NY State Thruway - Chittenango Travel Plaz	a 2188 Tag Road	NY State Thruway	Canastota	13032		
NY NY State Thruway - Clifton Springs Travel P	laz State Route 96	NY State Thruway	Clifton Springs	14432	315/933-1752	
NY NY State Thruway - New Baltimore Travel P	laz Mile Post 127 North & South	NY State Thruway	Hannacroix	12087		
NY NY State Thruway - Ardsley Travel Plaza	Mile 6	NY State Thruway	Hastings-On-Huds	10706		
NY NY State Thruway - Iroquois Travel Plaza	2576 State Route 5S	NY State Thruway	Little Falls	13365	-5005	
NY Albany International Airport	737 Albany Shaker Rd		Loudonville	12211	518/472-0053	LIC-OHM
NY NY State Thruway - Plattekill Travel Plaza	Mile Post 65 North	NY State Thruway	Plattekill	12589		
OH University of Akron-Student Center	303 Carroll St	Student Center	Akron	44325	330/972-5592	LIC-Aramark College/University
OH Cedarville University	251 N Main St	Library Cafe @ Cedarville University	Cedarville	45314	937/766-4446	LIC-PCC
OH Great American Ball Park	100 Joe Nuxhall Way		Cincinnati	45202	-4109	
OH University of Cincinnati	2701 Bearcat Way	University Tangeman Center	Cincinnati	45221	513/556-1045	LIC-Aramark College/University
OH Cleveland-Hopkins International Airport	5300 Riverside Dr		Cleveland	44135	216/417-3208	LIC-United Concessions
OH Cleveland State University - Manus Food Co	ourt 2121 Euclid Ave		Cleveland	44115	-2214	
OH University of Toledo	2801 W Bancroft St	Student Union	Toledo	43606	419/530-5281	LIC-Chartwells
OH Youngstown State University	1 University Plz	Kilcawley Center	Youngstown	44555	-0001	LIC-Chartwells
OK Southern Nazarene University - Webster Co	mm 6612 NW 42nd St		Bethany	73008	-2764	
OK Oklahoma Christian University	2501 E Memorial Rd	Edward L. Gaylord University Center	Edmond	73013	405/425-5019	LIC-U-Dining

State Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
OK University of Central Oklahoma	100 N University Dr		Edmond	73034	405/974-4637	LIC-Chartwells
OK University of Oklahoma	1400 Asp Ave	Room 133	Norman	73019	405/325-6851	LIC-Self Operated College
OK University of Oklahoma Couch Building	333 3rd St		Norman	73019	405/325-5185	LIC-Self Operated College
OK SSM Health St. Anthony Hospital	535 NW 9th St		Oklahoma City	73102	405/272-8434	LIC-Sodexo Hospital
OK University of Oklahoma Health Science Center	1106 N Stonewall Ave	Student Center 132	Oklahoma City	73117	405/271-3660	LIC-Self Operated College
OK Oklahoma Baptist University	500 W University St	Geiger Center	Shawnee	74804	-405/585-5386	LIC-Chartwells
OK Oklahoma State University	Room 177	Student Union Building	Stillwater	74078	405/744-7393	LIC-Self Operated College
OK Northeastern State University	600 N Grand Ave		Tahlequah	74464	918/456-5511	LIC-Sodexo College
OK Oral Roberts University	7777 S Lewis Ave		Tulsa	74171	918/495-6357	LIC-Sodexo College
OK University of Tulsa	440 S Gary Ave		Tulsa	74104	918/631-2186	LIC-Sodexo College
PA Bloomsburg University	400 E 2nd St	Soltz Residence Hall	Bloomsburg	17815	-570/389-5455	LIC-Aramark College/University
PA California University of Pennsylvania	250 University Ave	Natali Student Center	California	15419	724/938-4343	LIC-AVIF
PA Misericordia University	301 Lake St	Banks Student Center	Dallas	18612	570/674-3351	LIC-Metz
PA Gannon University	Waldron Student Ctr	109 University Square	Erie	16541	-0002	LIC-Metz
PA Grove City College	100 Campus Dr		Grove City	16127	724/458-2000	
PA Hersheypark	300 Park Blvd	Founders Way	Hershey	17033	717/508-3104	LIC-Self Op Hosp/Bus
PA HersheyPark Food Truck	100 W Hersheypark Dr		Hershey	17033	717/534-3900	LIC-Self Op Hosp/Bus
PA Indiana University of Pennsylvania	319 Pratt Dr		Indiana	15701	724/357-7571	LIC-Aramark College/University
PA Kutztown University	20 Luckenbill Rd	Academic Forum Building	Kutztown	19530	484/646-4245	LIC-Aramark College/University
PA Lock Haven University	401 N Fairview St	Eagle Rock Food Court - Bently Hall	Lock Haven	17745	-570/484-2891	LIC-Aramark College/University
PA Drexel University	203 N 34th St	Northside Dining Terrace	Philadelphia	19104	215/895-6246	LIC-Aramark College/University
PA Philadelphia International Airport - B/C Connect	8500 Essington Ave	A/B Connector	Philadelphia	19153	-215/492-1814	LIC-Hojeij
PA Philadelphia International Airport - Concourse E	8000 Essington Ave	Concourse E	Philadelphia	19153	-267/416-8895	LIC-Hojeij
PA Temple University	1755 N 13th St	Howard Gittis Student Center	Philadelphia	19122	484/951-9894	LIC-Aramark College/University
PA Temple University - Morgan Hall	1601 N Broad St	Morgan Hall	Philadelphia	19122	215/777-8252	LIC-Aramark College/University
PA Duquesne University	600 Forbes Ave		Pittsburgh	15282	412/396-1329	LIC-Eat'N Park Hosp
PA Pittsburgh International Airport	1000 Airport Blvd		Pittsburgh	15231	412/472-0205	LIC-GFNC
PA University of Pittsburgh	3719 Terrace St	University of Pittsburgh - Petersen Eve	Pittsburgh	15213	412/648-9576	LIC-Chartwells
PA University of Scranton	900 Mulberry St	DeNaples Student Center	Scranton	18510	570/941-7456	LIC-Aramark College/University
PA Shippensburg University	408 Lancaster Dr		Shippensburg	17257	-1147	LIC-Aramark College/University

State Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
PA Waynesburg University	61 N Washington St	Marisa Field House	Waynesburg	15370-	1329	LIC-Aladdin Food Mgmt
PA West Chester University	Rosedale Ave	Rams Head Food Ct	West Chester	19383-	610/436-2730	LIC-Aramark College/University
PA King's College - King's on the Square	20 Public Sq		Wilkes Barre	18701-	570/208-5900	LIC-Chartwells
SC Anderson University-New Student Center	316 Boulevard City	New Student Center	Anderson	29621	864/231-5555	LIC-AVIF
SC University of South Carolina Beaufort - Bluffton	1 University Blvd		Bluffton	29909-	6085	
SC College of Charleston - Berry Hall	162 Calhoun St	Berry Hall	Charleston	29401	843/953-1055	LIC-Aramark College/University
SC The Citadel Military College	4 Avenue of Remembrance		Charleston	29409-	843/953-2556	LIC-Sodexo College
SC Clemson University	201 Fernow Street	Fernow Cafe	Clemson	29631	864/656-1272	LIC-Aramark College/University
SC Clemson University - Hendrix Student Center	Hendrix Student Ctr	720 McMillan Road	Clemson	29634-	0001	
SC University of South Carolina	1718 College St		Columbia	29208-	803/777-6222	LIC-Aramark College/University
SC Coastal Carolina University	100 Spadoni Park Circle	Lib Jackson Student Center	Conway	29528		LIC-Aramark College/University
SC Bob Jones University	1700 Wade Hampton Blvd	Student Center	Greenville	29614-	864/370-1800	LIC-Aramark College/University
SC Furman University-Student Center	3300 Poinsett Hwy		Greenville	29613-	864/294-3664	LIC-Bon Appetit
SC Greenville Memorial Hospital	701 Grove Rd		Greenville	29605-	864/455-6301	LIC-Self Op Hosp/Bus
SC Lander University	320 Stanley Ave	Grier Student Center	Greenwood	29649-	864/388-8221	LIC-Aramark College/University
SC Greenville-Spartanburg International Airport	1900 GSP Drive		Greer	29651-	864/360-8220	LIC-Metz
SC Myrtle Beach International Airport	1100 Jet Port Rd		Myrtle Beach	29577-	843/839-1330	LIC-MSE Business/Industry
SC Newberry College	2100 College St	Kaufman Dining Hall	Newberry	29108-	803/321-5151	LIC-Sodexo College
SC Charleston Southern University	9200 University Blvd	Strom Thurmond Center	North Charleston	29406-	9121	LIC-Aramark College/University
SC Winthrop University	2020 Alumni Drive	Markley's Food Court	Rock Hill	29730	803/323-3409	LIC-Sodexo College
SC Wofford College	429 N Church St		Spartanburg	29303-	864/597-4252	LIC-AVIF
SC North Greenville University	7801 N Tigerville Rd	Todd Dining Center	Tigerville	29688-	864/977-7100	LIC-Aramark College/University
SD South Dakota State University	1421 Student Union Ln	University Student Union	Brookings	57007-	605/697-2559	LIC-Aramark College/University
SD Augustana University - Morrison Commons	2112 South Grange Avenue		Sioux Falls	57197-	0001	
SD University of South Dakota	414 E Clark St	Muenster Student Union	Vermillion	57069-	2307	LIC-Aramark College/University
TN Erlanger Health Systems	975 E 3rd St		Chattanooga	37403-	423/778-7405	LIC-Sodexo Hospital
TN University of Tennessee-Chattanooga	615 McCallie Ave	107 University Center	Chattanooga	37403-	423/425-4200	LIC-Aramark College/University
TN Austin Peay State University	601 College St	Morgan Center University	Clarksville	37044	931/221-7474	LIC-Chartwells
TN Lee University	1120 N Ocoee St		Cleveland	37311-	423/614-8587	LIC-Sodexo College
TN Tennessee Tech University	1000 N Dixie	Roaden University Center	Cookeville	38505-	0001	LIC-Chartwells

State Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TN Tusculum University	60 Shiloh Rd	Niswonger Commons	Greeneville	37745-	423/787-8344	LIC-Chartwells
TN Lincoln Memorial University	6965 Cumberland Gap Pkwy		Harrogate	37752-	423/869-3446	LIC-Chartwells
TN Jackson-Madison County Hospital	620 Skyline Dr		Jackson	38301-	731/541-6591	LIC-Morrison's
TN Carson Newman University	809 Ken Sparks Way	Maddox Student Activities Center	Jefferson City	37760-	1404	LIC-Aramark College/University
TN East Tennessee State University	J.L. Seehorn, Jr. Dr	DP Culp Center	Johnson City	37601	423/439-5915	LIC-Sodexo College
TN University of Tennessee	1015 Phillip Fulmer Way		Knoxville	37996-	865/974-1552	LIC-Aramark College/University
TN University of Tennessee - Rocky Top Building	1917 Andy Holt Ave		Knoxville	37996	865/974-6846	LIC-Aramark College/University
TN University of Tennessee-Martin	133 Boling University Ctr		Martin	38238-	731/881-7772	LIC-Sodexo College
TN Bethel University	325 Cherry Ave	Vera Lowe Center	Mc Kenzie	38201-	731/352-4006	LIC-Self Operated College
TN Memphis International Airport - Terminal B	2491 Winchester Rd		Memphis	38116-	3851	
TN University of Memphis-University Center	499 University Ctr	University Center Food Court	Memphis	38152-	3460	LIC-Chartwells
TN University of Tennessee Health Science Center	910 Madison Ave	The Plaza	Memphis	38103-	901/448-3503	LIC-Self Operated College
TN Middle Tennessee State University	1301 Main St		Murfreesboro	37132-	615/898-2675	LIC-Aramark College/University
TN Belmont University	2000 Belmont Blvd	Graphart Center	Nashville	37212-	615/460-8363	LIC-Sodexo College
TN Lipscomb University	1 University Park Dr	Bennett Campus Center	Nashville	37204-	615/966-6266	LIC-Sodexo College
TN Nashville International Airport	1 Terminal Dr		Nashville	37214-	4112	LIC-Delaware North
TN Tennessee State University	3500 John A Merritt Blvd	Floyd-Payne Campus Center	Nashville	37209-	615/963-5495	LIC-Aramark College/University
TX Abilene Christian University	216B McGlothlin Campus Ctr		Abilene	79699-	325/674-2520	LIC-Chartwells
TX Hendrick Medical Center	1600 Pine St		Abilene	79601-	325/670-3099	LIC-Morrison's
TX University of Texas-Arlington	300 W 1st St		Arlington	76019-	817/272-2919	LIC-Chartwells
TX University of Texas-Austin	24th & Guadalupe	Texas Union	Austin	78713	512/475-6500	LIC-Self Operated College
TX University of Texas-Austin-SAC	2201 Speedway	Student Activities Center	Austin	78712-	512/485-6508	LIC-Self Operated College
TX Lamar University	4405 Jimmy Simmons Blvd	Setzer Student Center	Beaumont	77705	979/645-2602	LIC-Chartwells
TX University of Mary Hardin - Baylor	900 College St	Student Union Building	Belton	76513-	2578	LIC-Sodexo College
TX West Texas A&M University	Jbk Student Ctr		Canyon	79016-	806/651-2715	LIC-Aramark College/University
TX Texas A&M-SBISA	Agronomy Rd		College Station	77843-	979/845-8188	LIC-Chartwells
TX Texas A&M University - Memorial Student Cent	275 Joe Routt Blvd	Memorial Student Center	College Station	77843	979/845-0152	LIC-Chartwells
TX Texas A&M - West Campus Food Hall	336 Olsen Blvd		College Station	77845	979/845-6116	LIC-Chartwells
TX Texas A&M Commerce	2200 W Neal St		Commerce	75428	903/468-4890	LIC-Sodexo College
TX Texas A&M Corpus Christi	6300 Ocean Dr Unit 5763		Corpus Christi	78412	361/825-2760	LIC-Chartwells

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Baylor University Medical Center	3500 Gaston Ave	J.G. LaHair @ Baylor Dallas Ed	Dallas	75246	214/820-3215	LIC-Aramark Hospital
TX	Dallas Baptist University	3000 Mountain Creek Pkwy	Mahler Student Center	Dallas	75211	-6700	LIC-Self Operated College
TX	Dallas Love Field	8008 Cedar Springs Rd		Dallas	75235	214/301-7514	LIC-HMSHost
TX	Southern Methodist University (SMU)	3300 Dyer St # 101	Dining Services	Dallas	75275	214/768-2367	LIC-Aramark College/University
TX	Texas Health Presbyterian Hospital - Dallas	8200 Walnut Hill Ln		Dallas	75231	214/345-6867	LIC-Self Op Hosp/Bus
TX	Texas Woman's University	420 Administration Dr.	Student Ctr, Rm 001	Denton	76201	940/898-3665	LIC-Chartwells
TX	University of North Texas	PO Box 310877	Student Union Bldg	Denton	76203	940/369-8597	LIC-Self Operated College
TX	Dallas/Fort Worth Intl Airport (DFW) - Terminal	International Parkway	Terminal C	Dfw Airport	75261	972/973-7752	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) -Terminal I	International Parkway	Terminal D	Dfw Airport	75261	972/973-4489	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) - Terminal	International Parkway	Terminal E	Dfw Airport	75261	972/973-6430	LIC-OMDWF
TX	University of Texas - Rio Grande Valley	1201 W University Dr	Student Union Building	Edinburg	78539	956/665-7485	LIC-Sodexo College
TX	University of Texas - El Paso	2051 Wiggins Way	El Paso Natural Gas Conference Cente	El Paso	79902	915/747-7459	LIC-Sodexo College
TX	Cook Children's Medical Center	801 7th Ave		Fort Worth	76104	682/885-6342	LIC-Self Op Hosp/Bus
TX	Lockheed Martin	1 Lockheed Blvd	Aero Cafe	Fort Worth	76108	817/777-2013	LIC-Eurest
TX	Texas Christian University	2901 Stadium Dr	Brown Lupton University Union	Fort Worth	76129	-0001	LIC-Sodexo College
TX	Pleasure Pier	2501 Seawall Blvd		Galveston	77550	409/766-7819	LIC-Landry's
TX	University of Texas Medical Branch	301 N University Blvd		Galveston	77555	409/772-0074	LIC-Sodexo Hospital
TX	Houston Christian University	7502 Fondren Rd	M.D. Anderson Student Center	Houston	77074	-3200	LIC-Aramark College/University
TX	Houston George Bush Inter'l Airport - Terminal	2800 N Terminal Rd	Terminal A	Houston	77032	346/302-5013	LIC-HMSHost
TX	Houston George Bush Inter'l Airport - Terminal	2800 N Terminal Rd	Terminal B	Houston	77032	281/233-7674	LIC-JDDA Concessions
TX	M.D. Anderson Hospital	1515 Holcombe Blvd	Box 58, Food Court	Houston	77030	713/792-2646	LIC-Self Op Hosp/Bus
TX	One Allen Center	500 Dallas St		Houston	77002	713/659-3800	LIC-Restaurant Innovative
TX	Pennzoil Place	711 Louisiana St Ste 100		Houston	77002	713/505-1211	LIC-Restaurant Innovative
TX	Texas Childrens Hospital -Wallace Tower Food	6621 Fannin St	Foodcourt	Houston	77030	832/822-0305	LIC-Morrison's
TX	Texas Medical Center	6550 Bertner Ave		Houston	77030	713/749-0477	LIC-Aramark Business/Industry
TX	Texas Southern University	3100 Cleburne St	Sterling Student Life Center	Houston	77004	832/309-8219	LIC-Sodexo College
TX	University of Houston-Downtown	1 Main St		Houston	77002	713/221-8462	LIC-Chartwells
TX	University of Houston-University Center	4700 Calhoun Rd	American Cafe/Univ. Ctr., Room 121	Houston	77204	832/842-5989	LIC-Chartwells
TX	William P. Hobby Airport	7800 Airport Blvd	International Terminal	Houston	77061	713/644-0737	LIC-NPR
TX	Sam Houston State University	1717 Avenue J	Campus Dining Service	Huntsville	77340	936/294-1931	LIC-Aramark College/University

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Texas A&M University-Kingsville	1050 E Santa Gertrudis St	Memorial Student Union Building (MSL	Kingsville	78363	361/593-4177	LIC-Aramark College/University
TX	Texas A&M International University	5201 University Blvd	Student Center Food Court	Laredo	78041	-1920	LIC-Aramark College/University
TX	Covenant Medical Ctr (Methodist Hosp)	3615 19th St		Lubbock	79410	806/725-0483	LIC-Aramark Hospital
TX	Texas Tech University	15th and Akron	Housing and Dining Services	Lubbock	79409	806/742-4610	LIC-Self Operated College
TX	Texas Tech University - College of Business	703 Flint Ave	College of Business	Lubbock	79409	806/742-0977	LIC-Self Operated College
TX	Texas Tech University - Sam's West	3211 18th St	Sam's Place Wiggins	Lubbock	79409	806/742-6666	LIC-Self Operated College
TX	East Texas Baptist University	1 Tiger Dr	Ornelas Student Center	Marshall	75670	903/934-8147	LIC-Sodexo College
TX	Stephen F. Austin University	University Center Vista Dr	Room 109	Nacogdoches	75962	936/468-5208	LIC-Chartwells
TX	Prairie View A&M University	L.W. Minor Street	Memorial Student Center	Prairie View	77446	936/857-4326	LIC-Sodexo College
TX	University of Texas-Dallas	2601 N Floyd Rd	Founders North Building	Richardson	75080	972/883-4769	LIC-Chartwells
TX	Angelo State University	2601 W Avenue N		San Angelo	76909	325/944-1888	LIC-Chartwells
TX	St. Mary's University	1 Camino Santa Maria St	Student Dining Center	San Antonio	78228	210/436-3750	LIC-Aramark College/University
TX	University of Texas-San Antonio (UTSA)	1 Utsa Cir	JPL Food Court	San Antonio	78249	210/458-4206	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway		San Antonio	78209	210/829-6055	LIC-Sodexo College
TX	USAA Cafe H	9800 Fredericksburg Rd	McDermott Bldg., C-S-W	San Antonio	78288	210/498-1414	LIC-Sodexo Business
TX	Texas State University	301 Student Center Dr		San Marcos	78666	512/245-9930	LIC-Chartwells
TX	ExxonMobil	22777 Springwoods Village Pkwy		Spring	77389	281/832-7286	LIC-Eurest
TX	Tarleton State University	1451 W Jones St		Stephenville	76401	254/968-9444	LIC-Sodexo College
TX	Tyler Junior College	1250 Magnolia Dr	New Student Resident Life Center	Tyler	75701	903/533-5460	LIC-Aramark College/University
TX	University of Texas - Tyler	3900 University Blvd	University Center	Tyler	75799	903/566-7074	LIC-Sodexo College
TX	University of Houston - Victoria	3006 North Ben Wilson Street		Victoria	77901	361/485-4506	LIC-Chartwells
TX	Baylor University Student Union	1311 S 5th St		Waco	76798	254/710-1721	LIC-Aramark College/University
TX	Midwestern State University	3410 Taft Blvd	Clark Student Union	Wichita Falls	76308	940/397-4803	LIC-Chartwells
UT	Southern Utah University	351 W University Blvd	Sharwan Smith Student Center	Cedar City	84720	435/865-8145	LIC-Chartwells
UT	Utah Valley University	800 W University Pkwy	Sorenson Student Center	Orem	84058	801/863-8664	LIC-Self Operated College
UT	Brigham Young University	Ernest L. Wilkinson Student Center	Cougareat Food Court	Provo	84602	-2410	LIC-Self Operated College
UT	Utah Tech University	225 S 700 E	Gardner Center	Saint George	84770	435/652-7685	LIC-Self Operated College
VA	Virginia Tech	200 Owens Hall	Owens Dining Center	Blacksburg	24061	540/231-4901	LIC-Self Operated College
VA	University of Virginia	Alderman & McCormick Rds.		Charlottesville	22904	434/924-7901	LIC-Aramark College/University
VA	Washington Dulles Airport - Terminal B	1 Saarinen Cir	Terminal B	Dulles	20166	-7500	

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
VA	Washington Dulles International Airport	1 Saarinen Cir	Terminal D	Dulles	20166	703/572-9800	LIC-Self Op Hosp/Bus
VA	George Mason University (SUB 1)	4400 University Dr	Student Union Building 1	Fairfax	22030	703/993-9259	LIC-Sodexo College
VA	Longwood University	156 S South St		Farmville	23901	434/315-0232	LIC-Aramark College/University
VA	Hampton University	Queen & Tyler St		Hampton	23668	757/727-5218	LIC-Gourmet Services, Inc.
VA	James Madison University	Msc 902	Dining Services	Harrisonburg	22807	540/568-7788	LIC-Aramark College/University
VA	Liberty University - Tilley	1971 University Blvd	Tilley Student Center	Lynchburg	24515	434/582-2262	LIC-Sodexo College
VA	Christopher Newport University	1 University PI		Newport News	23606	757/594-7112	LIC-Self Operated College
VA	Norfolk State University	700 Park Ave		Norfolk	23504	757/823-2114	LIC-Thompson Hosp
VA	Old Dominion University	1200 Webb Ctr		Norfolk	23529	757/683-3218	LIC-Aramark College/University
VA	Old Dominion University - University Village	4100 Monarch Way		Norfolk	23508	757/683-4335	
VA	Virginia State University	1 Hayden Dr	Foster Hall Student Center	Petersburg	23803	804/687-2499	LIC-Thompson Hosp
VA	Radford University	Fairfax Street	Dalton Hall	Radford	24142	540/831-5351	LIC-Chartwells
VA	Chippenham Hospital	7101 Jahnke Rd		Richmond	23225	804/562-4602	LIC-ARIA
VA	Richmond Financial District	1051 E Cary St		Richmond	23219	-4251	
VA	Virginia Commonwealth University	900 Park Ave	VCU Dining Services	Richmond	23284	804/828-2225	LIC-Aramark College/University
VA	Virginia Commonwealth University Health	403 N 13th St	MCV Campus	Richmond	23298	804/628-9115	LIC-Morrison's
VA	William & Mary	249 Richmond Rd	Tribe Square	Williamsburg	23185	757/221-3452	LIC-Sodexo College
VA	University of Virginia - Wise	1 College Ave		Wise	24293	276/376-4123	LIC-Chartwells
WV	Fairmont State University	1201 Locust Ave	Falcon Center	Fairmont	26554	304/367-4976	LIC-Aladdin Food Mgmt
WV	Marshall University	1 John Marshall Dr		Huntington	25755	304/696-3329	LIC-Sodexo College
WV	West Virginia University	1550 University Ave	Mountainlair Student Center	Morgantown	26506	304/293-0017	LIC-Sodexo College
WV	West Virginia University Health Science Center	1 Medical Center Dr		Morgantown	26506	304/293-8271	LIC-Sodexo College
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CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

OFF	T	O N	1	1	7.	DI.
ST	Type	Operator Name	location Addr1	location City	Zip	Phone 205 (95 1100
AL	OPR	Zouboukos, Constantine D. (Constantine)	125 Colonial Promenade Pkwy	Alabaster	35007-3130	205-685-1190
AL	OPR	Murphree, Lois Ann Billings (Lois Ann)	3899 Hwy 280	'	35010	938-867-4799
AL	OPR	Kyle, Matthew Stuart (Matthew)	1291 Us Highway 72 E	Athens	 	256-233-8900
AL	OPR	Bowling, William Alan (Will)	1627 Opelika Rd Ste 54	Auburn	 	334-887-5429
AL	OPR	McFadden, Robert Barr (Bob)	326 W Magnolia Ave	Auburn	 	334-826-7630
AL	OPR	Schubert, Brian A. (Brian)	6000 Harris Ln	Bessemer	 	205-426-3190
AL	OPR	Braun, Corey Allen (Corey)	5375 Highway 280	Birmingham		205-995-8333
AL	OPR	Humphreville, Nathaniel D. (Nathaniel)	2000 Highland Ave S	Birmingham	-	205-930-8000
AL	OPR	Mapoles, Eric William Johnson (Eric)	1913 5th Ave N	Birmingham	 	205-324-6161
AL	OPR	Meadows, William Mark (Mark)	4620 US 280 South	Birmingham	35242	205-995-9925
AL	OPR	Nichols, Mark Eric (Mark)	5886 Trussville Crossings Pkwy	Birmingham		205-661-0544
AL	OPR	Nichols, Mark Eric (Mark)	9345 Parkway E	Birmingham	 	205-836-0003
AL	OPR	Johnson, Bradley Steven (Brad)	64 Highway 304	Callera	 	205-668-7483
AL	OPR	Earnest, John Randall (Randy)	1830 Cherokee Ave Sw	Cullman	+	256-735-1650
AL	OPR	Nance, Daniel William (Daniel)	1682 Us Highway 98	Daphne		251-621-3215
AL	OPR	Keith, Barry Dean (Barry)	2502 Highway 31 S	Decatur	 	256-822-1014
AL	OPR	Keith, Barry Dean (Barry)	1809 Beltline Rd SW	Decatur	 	256-355-3035
AL	OPR	Bailey, David Leroy III (David)	1905 E Main St	Dothan	+	334-792-2498
AL	TMP	Franck, Alex	3418 Ross Clark Cir	Dothan	 	334-712-4849
AL	OPR	Crisler, Kevin Milton (Kevin)	626 Boll Weevil Cir	Enterprise	 	334-347-4747
AL	OPR	Pulley, Daniel Ray (Daniel)	900 S Eufaula Ave	Eufaula	 	334-687-8999
AL	OPR	Albretsen, Brynn Gilbreath (Brynn)	341 Cox Creek Pkwy	Florence	 	256-764-0535
AL	OPR	Mozley, Wayne Thomas (Wayne)	3013 S Mckenzie St	Foley	 	251-971-6505
AL	OPR	Hall, Kimberly Faye (Kim)	1824 Glenn Blvd SW	Fort Payne	35968-3524	205 041 1===
AL	OPR	Holmes, Thomas Michael (Mike)	215 Howell St	Fultondale	 	205-841-1777
AL	OPR	Wilson, James David Jr. (David)	1008 S 4th St	Gadsden	 	256-543-7770
AL	OPR	Holmes, Thomas Michael (Mike)	385 Fieldstown Rd	Gardendale	1	205-608-3488
AL	OPR	Moore, W. Robert (Bob)	11488 US Highway 431	Guntersville	 	256-894-8303
AL	OPR	Nichols, Bradley Eric (Brad)	2432 Helena Rd	Helena	 	205-922-1153
AL	OPR	Jackson, Rodney L. (Rodney)	211 Lakeshore Pkwy	Homewood		205-945-6062
AL	OPR	Foster, Jeffrey Alan (Jeffrey)	5658 Grove Blvd	Hoover	 	205-989-1701
—	OPR	Jackson, David Lee (David)	1609 Montgomery Hwy	Hoover	35216	205-979-9990
AL	OPR	Jackson, Morris Lee (Morris)	3020 John Hawkins Pkwy	Hoover	1	205-987-7568
AL	OPR	Jackson, Morris Lee (Morris)	2000 Riverchase Galleria Ste 158B	Hoover		205-987-2244
AL	OPR	Adams, Heather Kyle (Heather)	402 Governors Dr SW	Huntsville		256-536-5150
AL	OPR	Adams, Heather Kyle (Heather)	4751 Whitesburg Dr SE	Huntsville		256-880-4080
AL	OPR	Barlock, Bryan Christopher (Bryan)	11820 Memorial Pkwy SW	Huntsville	 	256-650-7014
AL	OPR TMP	Dull, Norman Wade (Norman)	4733 University Dr Nw 2801 Memorial Pkwy Sw Ste 70	Huntsville Huntsville	 	256-837-1315
AL		Powers Douglas Scott (Scott)	<u> </u>		 	256-533-9206 205-957-2229
AL	OPR OPR	Powers, Douglas Scott (Scott) Soriano, Jason Martin (Jason)	1648 Montclair Rd 500 Pelham Rd S	Irondale Jacksonville	 	
AL	OPR	Soriano, Jason Martin (Jason)			 	256-782-0900
AL	OPR OPR	Grace, Mary Ruth (Ruth) Robinson, C. Scott (Scott)	1812 Highway 78 E 1808 Ashville Rd	Jasper Leeds	 	205-221-0308
AL	OPR OPR	Dull, Norman Wade (Norman)	8300 Highway 72 W	Madison		205-699-1118 256-837-7020
AL	OPR		· · ·	Madison Mobile	 	
AL	OPR	Johnson, Holly Orr (Holly)	3215c Bel Air Mall	Mobile Mobile		251-476-8361 251-434-9768
AL AL	OPR	Nance, Daniel William (Daniel) Rosson, Glenn C. (Glenn)	12 N Royal St 4707 Airport Blvd	Mobile Mobile	 	251-434-9768 251-461-9933
AL AL	OPR	Rosson, Glenn C. (Glenn) Rosson, Glenn C. (Glenn)	435 Schillinger Rd S	Mobile	1	251-461-9933
AL AL	OPR	Wynn, Darin Alan (Darin)	3244 Dauphin St	Mobile	 	251-639-1163 251-476-0320
AL	OPR	Eike, Robert Matthew (Robert)	2520 Eastern Blvd	Montgomery	 	334-271-0104
AL AL	OPR	Rogers, Stuart Randall (Stuart)	915 Ann St	Montgomery Montgomery	1	334-2/1-0104
	OPR	Soriano, Gary M. (Gary)	201 Monroe St	-		1
AL AI				Montgomery	 	334-293-4773
AL	OPR	Soriano, Gary M. (Gary)	6921 Eastchase Loop	Montgomery	36117-6876	334-271-1095

A T	OBE	T7 1 T 1 A 1 (7 1)	511 4 1 4	1 01 1	25661 2011	256 206 511
AL	OPR	Kyle, Luke Adam (Luke)	511 Avalon Ave	Muscle Shoals	35661-2811	256-386-544
L L	OPR	Gill, Susan Ashley Soriano (Ashley)	1620 Mcfarland Blvd	Northport	35476-3259	205-330-111
	OPR	Barnes, Ruie Andrew Jr. (Andrew)	2052 Tiger Town Pkwy	Opelika	ł	334-741-711
L I	OPR	Rice, Charles R. (Charles)	6599 Highway 431 S	Owens Cross Ro	 	256-288-000
L	OPR OPR	Bence, Gregory Wade (Wade) Bence, Gregory Wade (Wade)	201 Oxford Exchange Blvd	Oxford Oxford	1	256-835-600
L L	OPR	, , ,	700 Quintard Dr Ste Fc8	Pelham	36203-1867	256-835-188
L L	OPR	Zouboukos, Constantine D. (Constantine) Jennings, Brian Scott (Brian)	320 Cahaba Valley Rd 1653 Martin St N	Pell City	<u> </u>	205-403-322 205-525-053
L	OPR	Morgan, Todd Richard (Todd)	3711 U S Hwy 280	Phenix City	36867	334-214-559
L L	OPR	Grier, Daniel Wayne (Daniel)	2021 Fairview Ave	Prattville	36066-5240	334-214-339
L	OPR	Grier, Daniel Wayne (Daniel)	1967 Cobbs Ford Rd	Prattville	36066-7290	334-365-822
L	OPR	Monroe, Beth DeMaioribus (Beth)		Scottsboro	35769-4164	256-575-408
L L	OPR	Sadlock, Johnathan Clark (Johnathan)	368 Micah Way 30500 SR 181 Suite B	Spanish Fort	36527	251-621-302
L L	OPR	Harris, Micah Daniel (Micah)	75 MCS Blvd	Sylacauga Sylacauga	35150-1139	256-245-009
L L	OPR	Jones, Andrew Riley (Andrew)	1121 Highway 231 S	Troy	 	334-566-050
L L	OPR	Boulware, William Martin (William)	2014 McFarland Blvd E	Tuscaloosa	 	205-752-999
L	OPR	Boulware, William Martin (William)	4900 Old Greensboro Rd	Tuscaloosa		205-247-998
L L	TMP	Brandt, Lee Forrest	1701 Mcfarland Blvd E Ste 190	Tuscaloosa	35403-3919	205-553-919
L	OPR	Cotney, Jerry Hugh Jr. (Jerry)	3949 Crosshaven Dr	Vestavia	35243-5417	205-871-139
L	OPR	Jackson, Rodney L. (Rodney)	513 Montgomery Hwy	Vestavia Hills	35243-3417	205-824-354
R	OPR	Hufford, Mark Alan (Mark)	209 S Walton Blvd	Bentonville	72712-5701	479-273-310
R	OPR	Parker, Guy E. (Guy)	2232 N Reynolds Rd	Bryant	72022-2534	501-653-040
R	TMP	McFarland, Brent	801 W Main St.	Cabot	72023	501-431-218
R	OPR	Kizer, Alan Ray (Alan)	2510 Prince St	Conway		501-505-864
R	OPR	Kizer, Alan Ray (Alan)	1115 E Oak St	Conway	1	501-513-112
R	OPR	Frost, Paige Burnette (Paige)	4180 N College Ave	Fayetteville	72703-5120	479-443-034
R	OPR	Salinas, Raziel David (David)	1369 W Martin Luther King Jr Blvd	Fayetteville	72701-6317	479-444-605
R	OPR	Kelley, Mitchell James (Mitchell)	6810 Rogers Ave	Fort Smith	 	479-484-515
R	OPR	Richardson, William Jonathan (Jonathan)	100 Cornerstone Blvd	Hot Springs	.	501-520-062
R	OPR	Mitchell, Tyler Charles (Tyler)	1800 Red Wolf Blvd	Jonesboro		870-910-661
R	OPR	Ackley, Benjamin Blake (Ben)	701 Broadway St	Little Rock	72201-4121	501-436-614
R	OPR	Green, Stefan R. (Stefan)	2 Bass Pro Dr	Little Rock	1	501-455-222
R	OPR	Harding, Michel Aric (Michel)	11525 Cantrell Rd	Little Rock	<u> </u>	501-223-511
R	OPR	Roller, Andrew James (A.J.)	6201 W Markham St	Little Rock		501-663-808
R	OPR	Spenst, John Paul (John)	12500 W Markham St	Little Rock	72211-3310	501-228-040
R	TMP	Studivant, Jeremie	6000 W Markham St	Little Rock		501-663-030
R	TMP	Padgett, Matthew Chase (Chase)	113 Commons Dr	Maumelle		501-851-181
R	OPR	Stock, Dale A. (Dale)	4320 E Mccain Blvd	North Little Roc	†	501-945-181
R	OPR	Branch, Katie M.S. (Katie)	5701 S. Olive St.	Pine Bluff	71603	870-619-163
R	OPR	Bryant, James William (Jim)	2601 W Pleasant Grove Rd	Rogers	72758-5802	479-246-000
R	OPR	Bryant, James William (Jim)	4893 W Pauline Whitaker Pkwy	Rogers	72758-5062	479-254-400
R	OPR	Hufford, Mark Alan (Mark)	4001 W Walnut St	Rogers	72756-1842	479-636-466
R	OPR	Douglass, Timothy Richard (Tim)	3089 E Main St	Russellville	72802-9643	479-967-022
R	OPR	Harbin, Matthew Henderson (Matthew)	3683 E Race Ave	Searcy	72143-6204	501-268-023
R	OPR	Stanley, Brian Jeffrey (Brian)	5675 W Sunset Ave	Springdale	72762-0746	479-317-432
R	OPR	Cardwell, Jonathan Wray (Jonathan)	206 W Service Rd	West Memphis	72301	870-400-008
Z	OPR	Ploeser, Bruce Allen (Bruce)	10180 W Mcdowell Rd	Avondale	85392-4841	623-907-478
Z	OPR	Johnson, Megan L. (Megan)	893 N Promenade Pkwy	Casa Grande	85194-5408	520-876-900
Z	OPR	Elam, Donald Lee (Don)	2550 W Chandler Blvd	Chandler	<u> </u>	480-855-155
Z	OPR	Kaye, Kory Shire (Kory)	2900 E Germann Rd	Chandler	85286-1404	480-812-171
Z	TMP	Jensen, Lance	3871 S Arizona Ave	Chandler	85248-2701	480-635-485
Z	OPR	Vickroy, Nathan Ray (Nathan)	2401 E. Route 66	Flagstaff		928-889-311
Z	OPR	Vickroy, Nathan Ray (Nathan)	1000 S Milton Rd	Flagstaff	 	928-779-911
Z	OPR	Cook, Mark William Jr (William)	5205 E Baseline Rd.	Gilbert		480-499-008

	_	I	URANT LISTING	_		
ΑZ	TMP	Lyon, Wesley	2533 S Market St	Gilbert	85295-1300	480-814-7200
Σ	OPR	Seavers, Troy James (Troy)	5908 W Thunderbird Rd	Glendale	85306-4140	602-283-484
Z	OPR	Ploeser, Bruce Allen (Bruce)	1065 N Estrella Pkwy	Goodyear	85338	602-237-627
Z	OPR	Ploeser, Bruce Allen (Bruce)	1466 N Dysart Rd	Goodyear	85395-2615	623-536-024
Z	OPR	Barrett, Brandon Andrew (Brandon)	905 N Dobson Rd	Mesa	85201-7573	480-834-057
Z	OPR	Cranford, Travis Lane (Travis)	1664 S Stapley Dr	Mesa	85204-6661	480-892-971
λZ	OPR	Ervin, Robert Dwayne (Robert)	6707 E McKellips Rd	Mesa	85215-2958	480-641-190
λZ	OPR	Lindsey, Joshua M. (Josh)	4908 S Power Rd	Mesa	85212-3602	480-988-625
λZ	TMP	Thornton, Kaylee	6555 E Southern Ave Ste 2012	Mesa	85206-3725	480-981-185
λZ	OPR	Lichter, Leonard Jarold (Leo)	16657 N 83rd Ave	Peoria	85382-5807	623-878-088
λZ	OPR	Carder, Robert Dylan (Dylan)	819 N 7th Ave	Phoenix	85007-2308	602-412-128
λZ	OPR	Hall, Christopher Wilbur (Chris)	1601 E Camelback Rd	Phoenix	85016-3901	602-264-445
λZ	OPR	Hatten, Lourdes M. (Lourdes)	12031 N Tatum Blvd	Phoenix	85028-1605	602-923-038
λZ	OPR	Higgins, Katelynn Morgan (Katie)	1850 W Bethany Home Rd	Phoenix	85015	602-654-185
λZ	OPR	McGrew, David C. (David)	3111 W Peoria Ave	Phoenix	85029-5207	602-595-400
λZ	OPR	Myles, Jeffrey Scott (Jeff)	2575 W Jomax Road	Phoenix	85085	602-714-153
Z	OPR	Myles, Jeffrey Scott (Jeff)	3001 W Agua Fria Fwy	Phoenix	85027-3926	623-581-327
λZ	OPR	Richardson, Matthew Wayne (Matthew)	4105 N 44th St	Phoenix	85018-4216	602-840-456
λZ	OPR	Richardson, Matthew Wayne (Matthew)	401 E Jefferson St	Phoenix	85004-2438	602-390-752
λZ	OPR	Trotter, Daniel Marvin (Daniel)	7000 E Mayo Blvd Bldg 2	Phoenix	85054-6158	480-419-603
١Z	OPR	Yarbrough, Scott E. (Scott)	5035 E Ray Rd	Phoenix	85044-6407	480-961-600
λZ	TMP	Traeger, John	7650 S 24th Street	Phoenix	85042	602-268-125
λZ	OPR	Rodriguez, Sarah Elizabeth (Sarah)	5773 E State Route 69	Prescott Valley	86314-2801	928-778-011
Z	OPR	Purvis, Jason Dale (Jason)	20455 E Rittenhouse Rd	Queen Creek	 	480-834-075
Z	OPR	Gammel, Christopher Scott (Chris)	14995 N 87th St	Scottsdale		480-922-454
λZ	OPR	Summer, Jesse Tucker (Jesse)	10652 N 89th Pl	Scottsdale	85260-6753	480-404-679
λZ	OPR	Bringas, Stefan Anthony (Stefan)	13725 W Bell Rd	Surprise	85374-3871	623-584-779
١Z	OPR	Polanycia, Andrew (Drew)	16525 W Waddell Rd	Surprise	85388-9627	623-250-712
١Z	OPR	Barrett, Brandon Andrew (Brandon)	25 W University Dr	Tempe	 	480-968-689
λZ	OPR	Carrell, David J. (Dave)	6675 E Grant Rd	Tucson		520-305-440
λZ	OPR	Hountz, Matthew Loren (Matt)	3605 E Broadway Blvd	Tucson	85716-5400	520-321-423
λZ	OPR	Kuhn, Travis Michael (Travis)	4585 N Oracle Rd	Tucson	85705-1637	520-408-245
١Z	OPR	Romo-Teran, Andres G. (Andres)	1188 W. Irvington Road	Tucson	85714	520-741-228
λZ	OPR	White, Brian Walter (Brian)	3943 W Ina Rd	Tucson	85741-2206	520-744-626
Z	OPR	Shaw, Gabriel Christian (Gabe)	1935 E 16th St	Yuma		928-783-432
CA	OPR	Nesson, David Andrew (David)	26861 Aliso Creek Rd	Aliso Viejo		949-425-168
CA	OPR	Wiersma, Austin Joseph (Austin)	400 S Baldwin Ave Ste 738L	Arcadia		626-254-747
CA	OPR	Retherford, Jamie Lynne (Jamie)	2755 Grass Valley Hwy	Auburn	95603-2530	530-887-830
CA	OPR	Mayen Solorzano, Carlos D. (Carlos)	900 E Alosta Ave	Azusa	91702-2709	626-334-760
A	OPR	Hess, Troy Gardner (Troy)	5260 Stockdale Hwy	Bakersfield	 	_
CA	OPR	Terrell, Travis Michael Drake (Travis)	9030 Rosedale Hwy	Bakersfield		661-600-908
CA	OPR	Hartmann, Christina Sonja Patricia (Chrissy)	1647 E Imperial Hwy	Brea	 	714-674-023
CA	OPR	Hollins, Steven S. (Steve)	8161 La Palma Ave	Buena Park	-	714-074-023
CA	OPR	Hollins, Steven S. (Steve)	5960 Orangethorpe Ave	Buena Park	90620-3203	714-994-244
CA CA	OPR	Schopp, Kenneth William Jr. (Kenny)	3113 W Olive Ave	Burbank	91505-4540	818-841-158
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A'A	OPR	Stokes, Stephen Craig II (Craig)	8300 Topanga Canyon Blvd	Caron	91304-2342	818-539-198
A	OPR	McGalliard, Christopher Dennis (Chris)	20501 Avalon Blvd	Carson	90746-3213	310-956-962
A	OPR	Hensen, Robert James (Robert)	18605 Gridley Rd	Cerritos	90703-5407	562-924-940
A	OPR	Dinasan, Prabha (David)	3640 Grand Ave	Chino Hills		909-628-400
A	OPR	McGahee, Amanda Danielle (Mandy)	2089 Olympic Pkwy	Chula Vista		619-482-671
A	OPR	Sun, Bob (Bob)	1542 S Azusa Ave	City Of Industry	 	626-581-978
A	OPR	Sun, Bob (Bob)	21550 Valley Blvd	City Of Industry	 	909-598-630
CA	OPR	York, Shawn Michael (Shawn)	450 Hidden Valley Pkwy	Corona	92879-8600	951-279-455

		CHICK-FIL-A RESTA	AURANT LISTING	AS OF	12/31/2	23
CA	OPR	Van Schoick, Justin Ryan (Justin)	3181 Harbor Blvd	Costa Mesa	92626-2555	714-435-014
A	OPR	Choe, Susanna Yongmee (Susanna)	6 Serramonte Ctr	Daly City	94015-2345	844-232-325
A	OPR	Borg, Josiah David (Josiah)	8613 Firestone Blvd	Downey	90241-5242	562-923-886
Ά	OPR	Borg, Josiah David (Josiah)	8900 Imperial Highway	Downey	90242	562-417-266
Ά	OPR	Chang, Grace Eunsook (Grace)	5080 Hamner Ave	Eastvale	91752-1009	951-790-021
Ά	OPR	Anderson, Kelsey Leigh (Kelsey)	3340 Santa Anita Avenue	El Monte	91731-2423	626-313-020
A	OPR	Ruiz, Carol Ann (Carol)	740 N Pacific Coast Hwy	El Segundo	90245-3424	310-647-318
Ά	OPR	Atwater, Kyle Scott (Kyle)	8430 Bond Rd	Elk Grove	95624-9457	916-714-074
ΊA	OPR	Putnam, Daniel Christopher (Danny)	194 N El Camino Real	Encinitas	92024-2890	760-517-601
A	OPR	Perry, Alyson Claire (Alyson)	17660 Ventura Blvd	Encino	 	818-881-828
A	OPR	Ciervo, Jordan Anthony (Jordan)	1290 Auto Park Way	Escondido	92029-2232	760-738-920
A	OPR	Eddy, Aaron Mark (Aaron)	1750 Travis Blvd	Fairfield	94533-3431	707-421-963
A	OPR	Crane, Matthew Scott (Matt)	2679 E Bidwell St	Folsom	95630-6404	916-817-269
Ά	OPR	Thornsberry, Joo Hyun Lee (Julie)	26792 Portola Pkwy	Foothill Ranch	92610-1712	949-699-388
Ά	OPR	Kosin, Daniel Arthur (Dan)	5245 Mowry Ave	Fremont	 	510-608-577
Α	OPR	Kosin, Daniel Arthur (Dan)	5539 Auto Mall Pkwy	Fremont		510-353-167
A	OPR	Marthedal, Peter Jordan (Peter)	765 E Shaw Ave	Fresno	 	559-226-196
Α	OPR	Middleton, Sonja Leigh (Sonja)	8040 N Blackstone Ave	Fresno	93720-1544	
Ά	OPR	Cordy, Richard Thomas (Rick)	151 E Orangethorpe Ave	Fullerton	 	714-278-988
Ά	OPR	Myers, Philip Michael (Philip)	16210 Crenshaw Blvd	Gardena		310-243-291
A	OPR	Peterson, Robert Forker (Robert)	807 Americana Way	Glendale		747-273-088
A	OPR	Mayen Solorzano, Carlos D. (Carlos)	1247 S Lone Hill Ave	Glendora	91740-4507	909-394-300
Α	OPR	Roepke, Wade Tyler (Wade)	4040 Douglas Blvd	Granite Bay	95746-5900	916-773-073
A	OPR	Wohlgemuth, Blake Aaron (Blake)	16961 Goldenwest St	Huntington Beac	92647-5443	714-941-994
A	OPR	Keefer, William Randall (Will)	6428 Irvine Blvd	Irvine	92620-2104	949-749-213
A	OPR	McBride, Jarrod Neil (Jarrod)	13490 Jamboree Rd	Irvine	92602-2308	714-442-216
A	OPR	Takata, Craig Shigemi (Craig)	4127 Campus Dr	Irvine	92612-2645	949-725-023
A	OPR	Purtell, Thomas Alexander Jr. (Thomas)	1801 W Imperial Hwy	La Habra	90631-6969	562-398-417
A	OPR	Preciado, Richard Ray (Rick)	8200 Parkway Dr	La Mesa		619-465-481
A	OPR	Puranaputra, Nattee Mark (Mark)	14303 Firestone Blvd	La Mirada	90638-5536	714-521-540
A	OPR	Howery, Mark Douglas (Mark)	27712 Antonio Pkwy	Ladera Ranch	92694-1135	949-444-400
CA	OPR	Scott, Elizabeth Marie (Beth)	24011 El Toro Rd	Laguna Hills	92653-3103	949-458-354
A	OPR	Howery, Mark Douglas (Mark)	28201 Crown Valley Pkwy	Laguna Niguel	92677-1461	949-448-844
CA	OPR	Goettsche, Cameron Paul (Cameron)	18601 Dexter Ave	Lake Elsinore	92532-2241	951-471-112
Α	OPR	Hensen, Robert James (Robert)	4895 Candlewood St	Lakewood	90712-1832	562-408-254
'Α	TMP	Leon, Itzajadet	1331 W Avenue K	Lancaster	93534-5923	661-495-007
A	OPR	McCain, John Tyler (Tyler)	1754 N Livermore Ave	Livermore	94551-7830	925-273-755
A	OPR	Bergstrom, Kristie Ann (Kristie)	4401 E Pacific Coast Hwy	Long Beach	90804-2117	562-494-7310
A	OPR	Bergstrom, Kristie Ann (Kristie)	3290 Atlantic Avenue	Long Beach	90807	562-270-622
A	OPR	Howard, John Arthur III (John)	7681 Carson Blvd	Long Beach	90808-2367	562-425-423
A	OPR	Cillpam, Jeremiah John (Jeremiah)	6750 W Sunset Blvd	Los Angeles	90028-7117	323-533-107
CA	OPR	Cillpam, Jeremiah John (Jeremiah)	1011 N Western Ave	Los Angeles	90029-2309	323-957-304
A	OPR	Eaves, Amber Kathryne (Amber)	10250 Santa Monica Blvd Ste FC4	Los Angeles	90067-6482	310-557-966
Ά	OPR	Evans, Danielle Nicole (Danielle)	660 S Figueroa St Ste 100	Los Angeles	90017-3573	213-624-200
ΊA	OPR	Hollar, Julian Remy (Julian)	11750 Jefferson Blvd	Los Angeles	90230-6308	310-391-836
A	OPR	Kim, Eric (Eric)	900 Westwood Blvd	Los Angeles	90024-2905	310-443-890
A	OPR	Morrow, Erica Denise (Erica)	2310 S La Cienega Blvd	Los Angeles	90034-1610	310-845-702
A	OPR	Park, Andrew Minki (Andrew)	3758 S Figueroa St	Los Angeles	90007-4315	213-747-872
Ά	OPR	Webster, Stanley Cortez (Stanley)	6801 S La Cienega Blvd	Los Angeles	90045-2012	310-995-887
Α	OPR	Payton, Micah Richard (Micah)	1405 E Yosemite Ave	Manteca	95336-5005	209-239-200
Α	OPR	Wilkey, Shane Hunter (Shane)	29847 Haun Rd	Menifee	92586-6539	951-430-222
A	OPR	Johnson, Christopher Wayne (Chris)	755 E Calaveras Blvd	Milpitas	95035-5435	408-404-431
Ά	OPR	Jugo, Brett Steven (Brett)	27845 Santa Margarita Pkwy	Mission Viejo	92691-6701	949-268-980
	OPR	Turner, Lamar Donvon (Lamar)	820 W Huntington Dr	Monrovia	 	626-825-706

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
CA	OPR	Li, Morris Hongwen (Morris)	5000 Market Place Dr	Monterey Park	91755-7426	323-726-6801
Α	OPR	Jeppsen, Eric Warren (Eric)	27960 Clinton Keith Rd	Murrieta	92563-8554	951-587-1102
A	OPR	Jones, Jennifer Jane (Jenny)	24794 Madison Ave	Murrieta	92562-9726	951-677-5173
A	OPR	Gonzales, Michael (Michael)	400 Mile of Cars Way	National City	91950-8536	619-505-9103
A	OPR	Takata, Craig Shigemi (Craig)	401 Newport Center Dr Ste A108	Newport Beach	92660-6963	949-719-066
A	OPR	Schopp, Kenneth William Jr. (Kenny)	5643 Lankershim Blvd	North Hollywood	91601-1723	818-850-789
Α	OPR	Bankhardt, Lindsay Elizabeth (Lindsay)	18521 Devonshire St	Northridge	91324-1308	818-741-123
Α	OPR	Barrientos, Julio Cesar (Julio)	8875 Tampa Ave	Northridge	91324-3520	818-882-310
Ά	OPR	Khansarinia, Farid (Farid)	12555 Imperial Hwy	Norwalk	90650-3136	562-466-000
Ά	OPR	Schivley, Christopher Jay (Chris)	10710 Firestone Blvd	Norwalk	90650-7412	562-239-404
Ά	OPR	Bradley, Justin Kyle (Justin)	35 Rowland Way	Novato	94945-5001	415-328-177
Ά	OPR	Hooper, Jonathan Wesley (Jon)	1525 40th Street	Oakland	94608	510-410-075
Α	OPR	Hoffman, Adam Sturges (Adam)	3475 Marron Rd	Oceanside	92056-4673	760-576-312
Α	OPR	Garcia, Christine Leanne (Christine)	4350 Ontario Mills Pkwy	Ontario		909-490-520
A	OPR	Benson, Kendall Jon (Kendall)	202 S Main St	Orange		714-794-305
A	OPR	Worsham, Larry Wayne (Larry)	2575 N Tustin St	Orange		714-685-170
A	OPR	Ellenberg, Matthew Stephen (Matt)	2040 N Rose Ave	Oxnard	93036-5052	805-988-923
A	OPR	Shaffer, Robert Vernon (Robert)	851 Town Center Dr	Oxnard	93036	805-561-199
A	OPR	Peck, David S. (David)	73070 Dinah Shore	Palm Desert	92211	760-636-804
A	TMP	Foster, Andrew (Drew)	732 W Rancho Vista Blvd	Palmdale		661-947-770
A	OPR	Gwacham, Adaobi Chinelo (Adaobi)	1700 E Colorado Blvd	Pasadena		626-793-763
CA	OPR	Gwacham, Adaobi Chinelo (Adaobi)	790 N Lake Ave	Pasadena		626-345-923
A	OPR	Ortiz-Chavez, Ricardo (Ricardo)	1688 N Perris Blvd # K	Perris		951-657-050
A	OPR	May, Clayton Ramsey (C.R.)	9001 Whittier Blvd	Pico Rivera		562-245-387
A	OPR	Brugh, Mark Allen (Mark)	4717 Century Blvd	Pittsburg		925-753-118
A	OPR	Clifford, Aaron (Aaron)	5785 Johnson Dr	Pleasanton		925-331-838
A	OPR	Clifford, Aaron (Aaron)	4501 Hopyard Rd	Pleasanton		925-400-949
A A	OPR	Stump, Jeremiah Michael (Jeremy)	13464 Poway Rd	Poway	-	858-668-343
A	OPR	Vizitiu, Liviu (Liviu)	2354 Sunrise Blvd	Rancho Cordova		
'A	OPR	Rasshan, Taharqa Osaar Gordon (Osaar)	12190 Foothill Blvd	Rancho Cucamor		
		Alhindi, Ahab Elias (Ahab)				530-319-736
A	OPR	`	1477 Hilltop Dr Unit H1	Redding Redlands		909-307-871
A	OPR	Crum, William Hayne (William)	27520 W Lugonia Ave	+		
A	OPR	Simpson, Jeremy Ray (Jeremy)	1919 Artesia Blvd	Redondo Beach		310-697-333
A	OPR	Collier, Reagan Elise (Reagan)	1531 Main St	Redwood City		650-701-047
A	OPR	Collier, Reagan Elise (Reagan)	536 Whipple Ave	Redwood City	94063-1124	650-701-047
A	OPR	Rodriguez, David Michael (Dave)	1150 Renaissance Pkwy	Rialto		909-235-415
A	OPR	Beard, Justin Shane (Justin)	3640 Central Ave	Riverside	92506-5902	951-300-202
A	OPR	Kisow, Scott Richard (Scott)	6299 Van Buren Blvd.	Riverside	92505	951-335-590
A	OPR	Molinari, Jason Michael (Jason)	2885 Canyon Springs Pkwy	Riverside	92507-0907	951-656-650
A	OPR	Dyer, Jason Allan (Jason)	4600 Sierra College Blvd	Rocklin		916-652-752:
A	OPR	Bains, Jaswinder S. (Jas)	5080 Redwood Dr	Rohnert Park		707-585-746
A	OPR	Lavin, Benjamin Emil (Ben)	912 Pleasant Grove Blvd	Roseville		916-773-555
A	OPR	Mason, Eric Scott (Eric)	4644 Madison Ave	Sacramento		916-344-010
A	OPR	Paul, Joshua D. (Joshua)	2101 Alta Arden Expy	Sacramento	95825-2221	916-922-281
Α	OPR	Tanner, Samuel Grayson (Grayson)	8104 Delta Shores Cir S	Sacramento		916-665-248
Α	OPR	Chroman, Jordan Samuel (Jordan)	1800 Northridge Mall	Salinas		831-443-202
A	TMP	Brumfiel, Benjamin (Ben)	495 W Avenida Vista Hermosa	San Clemente	92672	949-486-602
Α	OPR	Ciervo, Jared Andrew (Jared)	9370 Scranton Rd	San Diego		858-450-441
Α	OPR	Hughes, Matthew Lee (Matt)	3570 Sports Arena Blvd	San Diego		619-758-155
Α	OPR	Lunn, Tyler C. (Tyler)	10750 Camino Ruiz	San Diego		858-566-780
Α	OPR	Mercer, Jonathon Gage (Gage)	5323 Mission Center Rd	San Diego	92108-1301	619-213-156
A	OPR	Murdock, Glenn John (Glenn)	5955 Balboa Ave	San Diego	92111-2711	858-277-333
Α	OPR	Tucker Mares, Jonathan Dereck (Jon)	804 Dennery Rd	San Diego	92154-8472	619-743-911
A	OPR	Weston, Jonathan Kyle (Kyle)	11670 Carmel Mountain Rd	San Diego	92128-4621	858-613-0573

		CHICK-FIL-A RESTA	URANT LISTING	AS OF	12/31/2	23
CA	OPR	Zuidema, Eric Thomas (Eric)	17115 Camino Del Sur	San Diego	92127-2536	858-759-1865
Α	OPR	Balderas, Shannon Lane (Shannon)	2280 Monterey Hwy	San Jose	95112-6014	408-975-6102
A	OPR	Jones, Zachary Tanner (Zach)	5815 Silver Creek Valley Place	San Jose	95138-1059	408-365-2975
A	OPR	Mott, Joshua Christian (Josh)	1162 Blossom Hill Rd	San Jose	95118-3113	408-978-7705
Ά	OPR	Wong, Tak Wai (Will)	53 Headquarters Dr	San Jose	95134-1357	408-526-0600
A	OPR	Lewis, Christopher Eugene (Chris)	31872 Del Obispo St	San Juan Capistr	92675-3204	949-392-2647
CA	OPR	Ciervo, Jordan Anthony (Jordan)	587 Grand Ave	San Marcos	92078-1234	760-736-8105
CA	OPR	Brakke, Peter Lange (Peter)	1701 N Tustin Avenue	Santa Ana	92705	714-662-9599
CA	OPR	Stewart, Tony Alexander (Tony)	3601 S Bristol St	Santa Ana	92704-7301	714-540-0020
CA	OPR	Collins, Travis Lyle (Travis)	3707 State St	Santa Barbara	93105-3103	805-687-0450
CA	OPR	Cho, Joseph (Joe)	1950 El Camino Real	Santa Clara	95050-4161	408-551-0201
CA	OPR	Williams, Thomas Austin Patrick Jr. (Tom)	24180 Magic Mountain Pkwy	Santa Clarita		661-799-3663
CA	OPR	Khansarinia, Farid (Farid)	13225 Telegraph Rd	Santa Fe Springs	90670-4047	562-352-9005
CA	OPR	Hickox, Joseph C. (Joey)	605 E Betteravia Rd	Santa Maria		805-347-1044
CA	OPR	Brown, Edward E. Jr. (Eddie)	2207 Lincoln Blvd	Santa Monica		310-392-2499
CA	OPR	Medford, Christopher Allen (Chris)	1452 Mendocino Ave	Santa Rosa		707-542-2456
CA	OPR	Zimmerman, Zachary Martin (Zach)	9418 Mission Gorge Rd	Santee		619-562-0774
CA	OPR	Carr, Scott Christopher (Scott)	12101 Seal Beach Blvd	Seal Beach		562-430-3060
CA	OPR	Alexander, Joshua M. (Josh)	2460 Sycamore Dr	Simi Valley		805-297-3252
CA	OPR	Pendray, Corey Michael (Corey)	5860 Firestone Blvd	South Gate		562-364-4432
CA	OPR	Thomas, Amber Tracy (Amber)	931 Sweetwater Rd	Spring Valley		619-940-6064
CA	OPR	Farage, April Lynn (April)	2628 W March Ln	Stockton	95207-6523	209-477-5936
CA	OPR	Chong, Arnold (Arnold)	550 W El Camino Real	Sunnyvale		408-830-9940
CA	OPR	Toth, James John (Jim)	40531 Margarita Rd	Temecula	92591-2859	951-296-6467
CA	OPR	Young, Joshua Stephen (Josh)	449 N Moorpark Rd	Thousand Oaks		805-379-161
CA	OPR	Ghebrezghi, Ermias (Ermias)	819 W Carson St	Torrance		310-870-7047
CA	OPR	Ghebrezghi, Ermias (Ermias)	24630 Crenshaw Blvd	Torrance	90505-5307	310-563-7155
CA	OPR	Simpson, Jeremy Ray (Jeremy)	18200 Hawthorne Blvd	Torrance		310-371-7320
CA	OPR	Strickland, Brady Ralph (Brady)	21821 Hawthorne Blvd	Torrance		310-542-4636
CA	OPR	Goodman, Adam Jeffrey (Adam)	2889 Park Ave	Tustin	92782-2711	714-258-1400
CA	OPR	Hawkins, Edward Lee (Ed)	1949 N Campus Ave	Upland	91784-1667	909-931-7123
CA	OPR	Hawkins, Edward Lee (Ed)	335 S Mountain Ave	Upland	91786-7032	909-493-2944
CA	OPR	Parker, Joshua Barrett (Josh)	2081 Harbison Dr	Vacaville	95687-3911	707-447-1269
CA	OPR	Eraso, Jose Ignacio (Ignacio)	1191 Admiral Callaghan Ln	Vallejo	94591-3701	707-648-7001
CA	OPR	Hollar, Julian Remy (Julian)	4050 Lincoln Blvd	Venice		310-301-3330
CA	OPR	Shaffer, Robert Vernon (Robert)	1321 Eastman Ave	Ventura	93003-6467	805-339-0977
CA	OPR	Zimmerman, Kyle Andrew (Kyle)	12180 Mariposa Rd	Victorville	92395-6006	760-355-6637
CA	OPR	Gomez, Luis Alberto (Luis)	475 Hacienda Dr	Vista	92081-6687	760-607-9373
CA	OPR	Allen, Brent Bradford (Brent)	2750 N Main St	Walnut Creek		925-295-0780
CA	OPR	Hernandez, Daniel (Danny)	3041 E Garvey Ave N	West Covina		626-239-3018
CA	OPR	Hernandez, Daniel (Danny)	200 S Vincent Ave	West Covina		626-210-2693
CA	OPR	Brodie, Dakata Barron (Dakata)	6400 Fallbrook Ave	West Hills		818-912-6118
CA	OPR	Young, Joshua Stephen (Josh)	3771 E Thousand Oaks Blvd	Westlake Village		805-379-0790
CA	OPR	Wohlgemuth, Blake Aaron (Blake)	16388 Beach Blvd	Westminster	92683-7858	714-847-3847
CA	OPR	Purtell, Thomas Alexander Jr. (Thomas)	15600 Whittier Blvd	Whittier	90603-1371	562-902-1550
CA	OPR	Wright, K'Dream Noelle (Dream)	20101 Ventura Blvd	Woodland Hills		818-703-3002
CA	OPR	Mauga, Kelley Renee (Kelley)	22450 Old Canal Rd	Yorba Linda	92887-4638	714-685-9402
CA	OPR	Redmon, Charles Christopher (Chris)	31479 Avenue E	Yucaipa		909-321-2800
CO	OPR	Chalmers, Lori Ellen (Lori)	5236 Wadsworth Byp	Arvada		303-420-300
CO	OPR	O'Leary, Sheri Lynn (Sheri)	7809 Wadsworth Blvd	Arvada		303-456-1700
О	OPR	Arangua, Karen Michelle (Karen)	14310 E Alameda Ave	Aurora		303-366-0779
O	OPR	Bridge, Adam Richard (Adam)	5600 S Parker Rd	Aurora		303-766-9170
CO	OPR	Smith, Daniel Tate (Tate)	1198 S Havana St	Aurora	80012-4008	303-745-7872
CO	OPR	Weeks, Marcus Shane (Shane)	24400 E Smoky Hill Rd	Aurora	80016-1385	303-690-411

		CHICK-FIL-A REST		,		
СО	OPR	Williams, Matthew Clark (Matt)	3444 N Salida Ct	Aurora	80011-5029	720-990-8100
CO	OPR	Halbritter, Vickie Angela (Vickie)	2035 Prairie Center Pkwy	Brighton		303-655-1404
O	OPR	Wehn, Scott Louis (Scott)	4260 W 121st Ave	Broomfield	80020-5661	720-881-798
CO	OPR	Weber, Joseph Daniel III (Joe)	6353 Promenade Pkwy	Castle Rock	80108-1923	303-663-735
CO	OPR	Weber, Joseph Daniel III (Joe)	346 Metzler Dr	Castle Rock	80108-7682	303-660-099
CO	OPR	Schoenly, Cody Bradford (Cody)	6907 S University Blvd Ste 201	Centennial	80122-1516	303-795-0049
CO	OPR	Braun, Tucker Philip (Tucker)	505 N Academy Blvd	Colorado Spring	80909-8300	719-785-056
CO	OPR	Gutteridge, Frank Rencher III (Trace)	391 Spectrum Loop	Colorado Spring	80921-3800	719-487-979
CO	OPR	Jeffcoat, Matthew Edmund (Matt)	1620 S Nevada Ave	Colorado Spring	80905-2222	719-632-637
CO	OPR	Saxby, Ryan S. (Ryan)	7990 N Academy Blvd	Colorado Spring	80920-3902	719-598-464
CO	OPR	Taylor, Robert Lynn (Rob)	3710 Bloomington St	Colorado Spring	80922-3200	719-596-357
СО	OPR	Taylor, Robert Lynn (Rob)	5905 Dublin Blvd	Colorado Spring	80923-7474	719-597-600
CO	OPR	Watson, Randall Wayne (Randy)	575 Garden of the Gods Rd	Colorado Spring	80907-3501	719-531-732
CO	OPR	Andrews, Daniel Michael (Daniel)	2710 S Colorado Blvd	Denver	80222-6602	303-757-4320
CO	OPR	Brock, Kevin Ray (Kevin)	3725 E Colfax Ave	Denver	80206-1810	303-377-111
СО	OPR	Smith, Daniel Tate (Tate)	7785 E Hampden Ave	Denver	80231-4806	303-755-4000
Ю	OPR	Sutton, Jason Patrick (Jason)	3601 Quebec St	Denver	80207-1605	303-355-222
СО	OPR	Courtois, Daniel J. (Dan)	1901 Sheridan Blvd	Edgewater	80214-1325	303-274-369
Ю	OPR	Andrews, Daniel Michael (Daniel)	3085 S Broadway	Englewood		303-781-111
CO	OPR	Wehn, Scott Louis (Scott)	10280 Federal Blvd	-	80260-6171	720-887-167
CO	OPR	Stein, Stevan David (Stevan)	3605 S College Ave	Fort Collins		970-377-964
CO	OPR	Morgan, Kyle Thomas (Kyle)	7925 Fountain Mesa Rd	Fountain		719-312-312
CO	OPR	Bikis, Jekabs (Jekabs)	430 S Colorado Blvd	Glendale		303-333-382
CO	OPR	Walsh, Joseph Patrick III (Joe)	522 Bogart Ln	+		970-241-035
CO	OPR	Rotramel, Kenneth David (Ken)	4555 Centerplace Dr	Greeley		970-330-442
CO	OPR	Goettsche, Craig Robert (Craig)	9331 E Arapahoe Rd	Greenwood Villa		303-706-010
co	OPR	Brock, Christopher R. (Chris)	3700 E Highlands Ranch Pkwy	Highlands Ranch		
co	OPR	Khan, Azim Ramon (Azim)	950 Cpl Max Donahue Ln	Highlands Ranch		303-470-130
CO	OPR	Johnson, Frank Arthur (Frank)	14730 W Colfax Ave	Lakewood		303-271-113
CO	OPR	Zuschlag, Matthew Peter (Matt)	565 S Vance St			303-927-630
co	OPR	Barker, John David (John)	5260 S Wadsworth Blvd	Littleton		720-922-199
co	OPR	Plain, Lauren Marie (Lauren)	7301 S Santa Fe Dr Unit 900	Littleton		303-797-956
co	OPR	Plain, Lauren Marie (Lauren)	9976 W Remington Pl	Littleton		720-922-207
co	OPR	Clancey, Michael Kevin (Michael)	9091 Westview Rd	Lone Tree		303-790-989
				+		1
20	OPR	Voyles, Thomas Wade (Wade)	8515 Park Meadows Center Dr	Long Tree		303-649-211
CO	OPR	Gooch, Brent Alan (Brent)	215 Ken Pratt Blvd	Longmont	80501-8991	303-772-9642
CO	OPR	Orlando, Frank Todd (Todd)	1545 Rocky Mountain Ave	Loveland		970-593-004
CO	OPR	Griffin, Donald Lee (Don)	9335 Crown Crest Blvd	Parker	80138-8573	303-805-857:
20	OPR	Miller, Sydney R. (Sydney)	1535 W US Highway 50	Pueblo	81008-1643	719-424-383
20	OPR	Barker, John David (John)	4090 River Point Pkwy	Sheridan		303-781-026
20	OPR	Anderson, Nathan Charles (Nathan)	2580 Coalton Rd	Superior		303-410-705
20	OPR	Goettsche, Barrie Cheryl (Barrie)	16670 Washington St	Thornton	-	720-324-404
20	OPR	Wehn, Scott Louis (Scott)	1301 E 120th Ave	Thornton	80233-5714	720-889-147
CO	OPR	Stein, Stevan David (Stevan)	4531 Weitzel St Timnath CO80547	Timnath		970-482-418
Ю	OPR	Yahara, Charles Wesley (Wes)	14275 Orchard Pkwy	Westminster	80023-9278	303-280-968
CO	OPR	Johnson, Frank Arthur (Frank)	3700 Youngfield Street	Wheat Ridge	80033	303-285-954
Т	OPR	Scanlon, Devon McCaffrey (Devon)	156 Federal Rd	Brookfield	06804-2515	203-775-797
Т	OPR	Scanlon, Devon McCaffrey (Devon)	7 Backus Ave	Danbury		203-796-103
Т	OPR	Webb, Colby James (Colby)	25 Hazard Ave	Enfield	06082-3725	860-253-046
Т	OPR	Beattie, Richard M. (Rich)	750 Post Road & 42 Elliot Street	Fairfield	06824	203-254-835
Т	OPR	Snook, Jordan A. (Jordan)	2941 Main St	Glastonbury	06033-1094	860-633-080
Т	OPR	Ottaway, Alexander Scott (Alex)	1428 Pleasant Valley Rd	Manchester	06042-8761	860-812-030
СТ	OPR	Stewart, Roberta J. (Bobbi)	3240 Berlin Tpke	Newington	06111-4628	860-665-004
Т	OPR	Gaudiano, Sarah Elizabeth (Sarah)	560 Universal Dr N	North Haven	06473	203-234-030

		CHICK-FIL-A RESTA	UKANI LISTING	_			
СТ	OPR	Bullock, Archer Winfield Jr. (Archer)	467 Connecticut Ave	Norwalk	06854	203-831-0196	
Τ	OPR	Smith, Peter Andrew (Peter)	801 Bridgeport Ave	Shelton	06484-4714		
Т	OPR	Hartman, Michael M. (Mike)	801 Queen St	Southington	06489-1507		
Γ	OPR	Langston, Benjamin Todd (Todd)	1098 N Colony Rd	Wallingford		203-265-474	
Т	OPR	Jackson, Daryl (Daryl)	509 New Park Ave	West Hartford		860-461-169	
С	OPR	Chesson, Jessie Adele (Jessie)	2410 Market St NE	Washington	20018-3851		
С	OPR	Haynes, Nathaniel (Treh)	3100 14th St NW	Washington		202-986-329	
C	OPR	Ishmal, Earl Lese III (Earl)	1401 Maryland Ave NE	Washington	20002-5036		
С	OPR	Kang, Deeben Soo (DK)	707 G St NW	Washington	-	202-855-461	
С	OPR	McCray, Kristen Maria (Kristen)	4505 Wisconsin Ave NW	Washington	20016-4619	202-244-451	
С	OPR	Smith, Andrew Wayne (Andrew)	1214 18th St NW	Washington	20036-2538		
С	OPR	Thompson, Alan L. (Alan)	220 Riggs Rd NE	Washington	20011		
Е	OPR	Marcus, Adam Joseph (Adam)	1101 Quintilio Dr	Bear	19701-6003	302-834-481	
Е	OPR	DiFava, Ronald (Ron)	4044 S Dupont Hwy	Camden		302-697-615	
Е	OPR	DiFava, Ronald (Ron)	1440 N Dupont Hwy	Dover		302-554-113	
Е	OPR	Wood, Kevin M. (Kevin)	701 S Ridge Ave	Middletown	19709-4653	302-376-770	
Е	OPR	Hayes, Zachary Tyler (Zach)	698 N Dupont Blvd # C	Milford		302-422-882	
Е	OPR	Sweetman, Timothy James (Tim)	30141 Commerce Dr	Millsboro		302-217-109	
Е	OPR	Marcus, Adam Joseph (Adam)	107 S Dupont Hwy	New Castle	19720-4127	302-834-481	
Е	OPR	Marcus, Adam Joseph (Adam)	204 Christiana Mall	Newark	19702-3204	302-737-320	
Е	OPR	Trader, Randolph Luke (Luke)	4657 Ogletown Stanton Rd	Newark	19713-2006	302-737-340	
Е	OPR	Digges, Jacob Robert (Jacob)	19531 Coastal Hwy	Rehoboth Beach	19971-6139	302-212-217	
Е	OPR	Vonhof, Michael G. (Mike)	22932 Sussex Hwy	Seaford	19973-5868	302-628-300	
Е	OPR	Stephenson, Allie Marie (Allie)	4737 Concord Pike Ste 760	Wilmington	19803-1452	302-478-776	
Е	OPR	Sweers, Katelynn Breana (Kate)	3260 Kirkwood Hwy	Wilmington	19808-6130	302-394-622	
L	OPR	Castellano, Chase Michael Angelo (Chase)	451 E Altamonte Dr	Altamonte Sprin	32701-4613	407-834-666	
L	OPR	Yurchak, Frank Joseph (Frank)	234 W State Road 436	Altamonte Sprin	32714-4202	407-786-227	
L	OPR	Holland, Melanie Ann (Melanie)	2488 E Semoran Blvd	Apopka	32703-5800	407-865-707	
L	OPR	Probe, James Daniel (James)	21175 Biscayne Blvd	Aventura	33180-1215	305-509-665	
L	OPR	Kranitz, William Justin (Justin)	475 E Van Fleet Dr	Bartow	33830-3835	863-578-520	
L	OPR	Kiedis, Robert Paul (Paul)	9536 Glades Rd	Boca Raton	33434-3945	561-232-357	
L	OPR	Kiedis, Robert Paul (Paul)	6000 Glades Rd Ste 1166c	Boca Raton	33431-7255	561-347-162	
L	OPR	Ripple, William Brent (Brent)	1277 W Palmetto Park Rd	Boca Raton	33486-3317	561-208-104	
L	OPR	Mize, Justin David (Justin)	8796 Boynton Beach Blvd	Boynton Beach	33472-4423	561-536-225	
L	OPR	Mize, Justin David (Justin)	1560 W Boynton Beach Blvd	Boynton Beach	33436-4602	561-752-079	
L	OPR	Hoeksema, Nathanael John (Nathan)	4573 14th St W	Bradenton		941-727-731	
L	OPR	Hoeksema, Nathanael John (Nathan)	4311 Manatee Ave W	Bradenton		941-200-388	
L	OPR	Ith, Jonathan Vaty (Jonathan)	5206 73rd Ln E	Bradenton		941-751-999	
L	OPR	Holmberg, Paul W. (Paul)	11325 Causeway Blvd	Brandon		813-655-123	
L	OPR	Jones, Jeffrey Eric (Jeff)	1504 E Brandon Blvd	Brandon		813-661-230	
L	OPR	White, Bryan Paul (Bryan)	519 Brandon Town Center Mall	Brandon		813-654-676	
L	OPR	Mitten, John Richard (John)	13143 Cortez Blvd	Brooksville		352-596-282	
L	OPR	Cossette, William Christopher (Billy)	1790 NE Pine Island Rd	Cape Coral		239-242-874	
L	OPR	Sanchez, Ricardo Enrique (Ricardo)	15801 N Dale Mabry Hwy	Carrollwood		813-269-071	
 L	OPR	Mir, Gustavo Rafael (Gus)	3423 Ulmerton Rd	Clearwater	33762-4216	727-572-777	
<u> </u>	OPR	Voor, Russell Keith (Russ)	2516 Gulf To Bay Blvd	Clearwater	33765-4411	727-723-199	
_	OPR	Voor, Russell Keith (Russ)	2525 Countryside Boulevard	Clearwater	33761	727-791-180	
	OPR	DeStefano, Rocco Joseph (Rocky)	16110 Hammock Ridge Road	Clermont	34711	352-241-868	
<u>-</u> .,	OPR	DeStefano, Rocco Joseph (Rocky)	2585 E Highway 50	Clermont	34711-6051	352-241-707	
<u> </u>	OPR	Gaddie, Andrew M. (Andrew)	644 US Highway 27	Clermont		352-243-290	
	OPR	Baillio, Brent Michael (Brent)	4670 N State Road 7	Coconut Creek	33073-3901	954-834-687	
	OPR	Poeana, Samuel (Samuel)	1341 N University Dr	Coral Springs		954-753-077	
L L	OPR	Schisler, Kyle Michael (Kyle)	3000 S Ferdon Blvd	Crestview	32536-8477	850-398-699	
	OPR	Neal, Rutherford Bernard (Rudy)	43568 Highway 27	Davenport		863-866-200	

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
FL	OPR	Fitzpatrick, William Scott (Scott)	15990 SW 41st St	Davie	33331-1544	954-384-5113
L	OPR	Hodges, Felix Allen (Felix)	5700 South University Drive	Davie	33328	954-680-1620
Ĺ	OPR	Hodges, Felix Allen (Felix)	1900 S University Dr	Davie	33324-5849	954-472-1123
L	OPR	Kirby, Christopher Joseph (Chris)	100 N Williamson Blvd	Daytona Beach	32114-7129	386-252-8232
L	OPR	Baillio, Brent Michael (Brent)	3648 W Hillsboro Blvd	Deerfield Beach	33442-9405	954-570-0404
L	OPR	Neil, Daniel Afton (Daniel)	2760 US Highway 331 S	Defuniak Spring	32435-3714	850-307-5123
Ľ	OPR	Vance, Jamey Alexander (Jamey)	2295 S Woodland Blvd	Deland	32720-8633	386-738-0062
L	OPR	Benitez, Erik (Erik)	4775 W Atlantic Ave	Delray Beach	33445-3838	561-908-2721
L	OPR	Leffert, Susan Morris (Susan)	1800 S Federal Hwy	Delray Beach	33483-3311	561-265-0321
FL	OPR	Hill, Tripp Hunter (Tripp)	1021 Highway 98 E	Destin	32541-2908	850-502-2296
L	OPR	Zaldivar, Victor Manuel (Victor)	9815 NW 41st St	Doral	33178-2969	305-593-7881
7L	OPR	Bradburn, James Allan (Allan)	21900 S Tamiami Trl	Estero	33928-3231	239-498-8700
L	OPR	McClarnon, William James (Billy)	80 Oxford Rd	Fern Park	32730-2103	321-444-6536
7L	OPR	Arnold, Cary A. (Cary)	1541 County Road 220	Fleming Island	32003-7926	904-264-3644
L	OPR	Justiniano, Rolando Jr. (Rolando)	2650 N Federal Hwy	Fort Lauderdale		888-582-8121
L	OPR	Adkins, Bruce Dane (Bruce)	4752 Colonial Blvd	Fort Myers		239-936-6317
ïL	OPR	Glanvill, Peter Alan (Peter)	13610 S Tamiami Trl	Fort Myers		239-433-9030
7L	OPR	van der Kooy, Kevin Ryan (Kevin)	9980 Interstate Commerce Dr	Fort Myers	-	239-437-4800
- L	OPR	Sanz, Sean Michael (Sean)	5560 Okeechobee Rd	Fort Pierce	34947-5316	
7L	OPR	Sexton, William Matthew (Matthew)	122 Eglin Pkwy NE	Fort Walton Bea	-	850-301-0093
7L	OPR	Sexton, William Matthew (Matthew)	743 Beal Pkwy Nw	Fort Walton Bea		850-315-269
	OPR	Allen, William Ernest IV (Will)	6419 W Newberry Rd Ste G8	Gainesville	32605-4390	352-331-6691
	OPR	Bentley, Patrick Landon (Landon)	1340 W University Ave	Gainesville		352-376-4000
L	OPR	Holloway, Raymond Cecil III (Ray)	3621 SW Archer Rd	Gainesville		352-204-5757
	OPR	Holloway, Raymond Cecil III (Ray)	3938 SW Archer Rd	Gainesville		352-373-9988
7L	OPR	Moceri, Nicole Roberto (Nicole)	6275 Lantana Rd	Greenacres		561-296-4689
7L	OPR	Stopper, John William II (John)	310 Gulf Breeze Pkwy	Gulf Breeze		850-932-5400
TL	OPR	Bowles, Cynthia Gay (Cynthia)	1600 W 49th St	Hialeah		786-422-1500
īL	OPR	Sampayo, Antonio Jose (Tony)	5870 NW 183rd St	Hialeah		305-615-1532
TL	OPR	Sandoval, Raul (Raul)	495 W 49th St	Hialeah		786-845-6510
FL	OPR	Brown, Jack W. Jr. (Jack)	4461 Southside Blvd	Jacksonville	32216-5402	904-646-9333
7L	OPR	Bryant, Benjamin J. (Ben)	7147 Philips Hwy	Jacksonville	32256-6801	904-281-1000
FL	OPR	Bucy, Jeffery M. (Jeff)	4625 Town Center Pkwy	Jacksonville		904-928-9498
7L	OPR	Campbell, Charles Wayne (Chuck)	14020 Lunar Dr	Jacksonville		904-757-1430
7L	OPR	Crawford, Darrell Michael (Darrell)	4495 Roosevelt Blvd Ste 601	Jacksonville		904-387-1322
L	OPR	Gillis, Eric Mathew (Eric)	3280 Oak Bluff Ln	Jacksonville	32257-6221	904-387-1322
TL	OPR	Kramer, Robert John (Robert)	9398 Atlantic Blvd	Jacksonville	32225-8219	904-292-4008
TL TL	OPR	Mayo, Joseph Lynn (Joe)	9630 Applecross Rd	Jacksonville	32223-8219	904-724-4828
	OPR		10300 Applecross Rd 10300 Southside Blvd Ste 310	Jacksonville		
TL	OPR	Parker, Joel Morgan (Joel)	9980 Southside Blvd 9980 Southside Blvd	Jacksonville	32256-0746 32256-0783	904-363-1144
TL TI	OPR	Parker, Joel Morgan (Joel) Sowers Melindo McLeod (Melindo)	13375 Atlantic Blvd	Jacksonville		
FL FT	+	Sowers, Melinda McLeod (Melinda) Welker Jason Charles (Jason)		+		904-221-0067
TL	OPR OPR	Walker, Jason Charles (Jason)	3814 University Blvd W 13672 Beach Blvd	Jacksonville Jacksonville	-	904-712-6000
EL	+	Wier, Jeffrey Dean (Jeff)		 	32224-1206	
FL	OPR	Coleman, Todd Lindsey (Todd)	590 Marsh Landing Pkwy	Jacksonville Bea		904-280-025
L	OPR	Buchanan, Nathan Douglas (Nathan)	3745 NW Federal Hwy	Jensen Beach	34957	772-446-1246
L	TMP	Nixon, Jessica (Jess)	3278 Nw Federal Hwy	Jensen Beach	34957-4442	772-692-2322
L	OPR	Burkhead, Tyler Steven (Tyler)	7891 W Irlo Bronson Memorial Hwy	Kissimmee	34747-1739	407-787-4001
L	OPR	Koepsell, David Graham (Dave)	6050 W Irlo Bronson Memorial Hwy	Kissimmee		407-566-9808
L	OPR	Lytle, Timothy James (Tim)	3286 N John Young Pkwy	Kissimmee		407-935-0102
L	OPR	Nascimento, Renato (Renato)	4450 W Vine St	Kissimmee		407-787-3332
L	OPR	Sexton, Michael Stanley (Michael)	3200 W US Highway 90	Lake City		386-438-5549
L	OPR	Schrieber, Steven Scott (Steven)	4420 W Lake Mary Blvd	Lake Mary	32746-3351	407-333-8875
7L	OPR	Hannon, Neil (Neil)	1262 Northlake Blvd	Lake Park	33403-2050	561-842-5805
7L	OPR	Brickhouse, Daniel Scott (Scott)	4625 S Florida Ave	Lakeland	33813-2123	863-607-9300

DPR	Brickhouse, Daniel Scott (Scott) Kelly, Drew Starnes, Jeremy Knight (Jeremy) Menendez, Anthony Luis (Tony) Chippeaux, Matthew Ryan (Matt) Young, Britt Willis (Britt) Dampier, Grace Oaks (Grace) Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude) Ricks, Michael Allen (Mike)	4132 Us Highway 98 N 3800 Us Highway 98 N Ste 692 1197 W Lantana Rd 10075 Ulmerton Rd 17693 Harpers Run 2349 Sun Vista Dr 4930 Oakdale Blvd 3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Lakeland Lakeland Lantana Largo Lutz Lutz Marianna Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Miami Lakes Middleburg	33809-3828 33462-1514 33771-4241 33558 33559-6813 32448-5362 32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	863-940-282: 863-859-444- 561-244-879' 727-303-315: 813-303-199: 813-909-095: 850-633-233- 321-433-586: 321-751-080: 321-636-353: 321-636-353: 321-765-987' 305-661-117: 305-553-549' 305-901-601:
DPR	Starnes, Jeremy Knight (Jeremy) Menendez, Anthony Luis (Tony) Chippeaux, Matthew Ryan (Matt) Young, Britt Willis (Britt) Dampier, Grace Oaks (Grace) Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	1197 W Lantana Rd 10075 Ulmerton Rd 17693 Harpers Run 2349 Sun Vista Dr 4930 Oakdale Blvd 3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Lantana Largo Lutz Lutz Marianna Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Middleburg	33462-1514 33771-4241 33558 33559-6813 32448-5362 32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	561-244-879' 727-303-315: 813-303-1999 813-909-095: 850-633-233: 321-433-586: 321-751-080 321-984-063' 321-636-353: 321-765-987' 305-661-117: 305-553-549' 305-901-6010
DPR	Menendez, Anthony Luis (Tony) Chippeaux, Matthew Ryan (Matt) Young, Britt Willis (Britt) Dampier, Grace Oaks (Grace) Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	10075 Ulmerton Rd 17693 Harpers Run 2349 Sun Vista Dr 4930 Oakdale Blvd 3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Largo Lutz Lutz Marianna Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Miami Middleburg	33771-4241 33558 33559-6813 32448-5362 32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	727-303-315: 813-303-1990 813-909-095: 850-633-233-321-433-5860 321-751-080 321-984-063-321-636-353: 321-765-987-305-661-117: 305-553-549-305-901-6010
DPR	Chippeaux, Matthew Ryan (Matt) Young, Britt Willis (Britt) Dampier, Grace Oaks (Grace) Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	17693 Harpers Run 2349 Sun Vista Dr 4930 Oakdale Blvd 3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Lutz Lutz Marianna Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Midami Miami	33558 33559-6813 32448-5362 32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	813-303-1990 813-909-095. 850-633-233- 321-433-5860 321-751-080 321-984-063' 321-636-353: 321-765-987' 305-661-117: 305-553-549' 305-901-6010
DPR	Young, Britt Willis (Britt) Dampier, Grace Oaks (Grace) Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	2349 Sun Vista Dr 4930 Oakdale Blvd 3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Lutz Marianna Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Midami Miami	33559-6813 32448-5362 32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	813-909-095 850-633-233-3 321-433-586 321-751-080 321-984-063' 321-636-353: 321-765-987' 305-661-117: 305-553-549' 305-901-601
DPR	Dampier, Grace Oaks (Grace) Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	4930 Oakdale Blvd 3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Marianna Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Midami Miami	32448-5362 32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	850-633-233-321-433-586 321-751-080 321-984-063 321-636-353. 321-765-987-305-661-117-305-553-549
DPR	Urso, Michael Anthony (Mike) Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	3865 N Wickham Rd 8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Melbourne Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Midami	32935-2310 32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	321-433-586 321-751-080 321-984-063 321-636-353 321-765-987 305-661-117 305-553-549 305-901-601
DPR	Urso, Michael Anthony (Mike) Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	8300 N Wickham Rd 1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Melbourne Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Midleburg	32940-7969 32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	321-751-080 321-984-063 321-636-353 321-765-987 305-661-117 305-553-549 305-901-601
DPR	Watson, Bryan Markee (Bryan) Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	1700 W New Haven Ave Ste 407 2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Melbourne Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Midleburg	32904-3985 32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	321-984-063 321-636-353 321-765-987 305-661-117 305-553-549 305-901-601
DPR	Weeks, Michael Ray (Mike) Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	2955 Viera Boulevard 785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Melbourne Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Midami Miami Lakes Middleburg	32940 32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	321-636-353 321-765-987 305-661-117 305-553-549 305-901-601
OPR	Peterson, James Kersh (Kersh) Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	785 E Merritt Island Cswy 7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Merritt Island Miami Miami Miami Miami Miami Miami Miami Miami Lakes Middleburg	32952-3516 33156-7881 33174-2407 33186-2004 33125-2657	321-765-987 305-661-117 305-553-549 305-901-601
OPR	Kaufmann, Karyna (Karyna) Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	7535 N Kendall Dr Ste 1440A 9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Miami Miami Miami Miami Miami Miami Miami Lakes Middleburg	33156-7881 33174-2407 33186-2004 33125-2657	305-661-117 305-553-549 305-901-601
OPR OPR OPR OPR OPR OPR OPR OPR	Leon, Pablo Mauricio (Mauricio) Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	9301 W Flagler St 12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Miami Miami Miami Miami Lakes Middleburg	33174-2407 33186-2004 33125-2657	305-553-549 305-901-601
PPR PPR PPR PPR PPR PPR PPR PPR	Lindsey, Justin Dean (Justin) Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	12100 SW 88th St 1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Miami Miami Miami Lakes Middleburg	33186-2004 33125-2657	305-901-601
PPR PPR PPR PPR PPR PPR	Overby, Thomas Charles (Thomas) Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	1410 NW N River Dr 16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Miami Miami Lakes Middleburg	33125-2657	ł
PR PPR PPR PPR PPR	Sampayo, Antonio Jose (Tony) Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	16100 NW 57th Ave 1710 Blanding Blvd 3211 Sw 160th Ave	Miami Lakes Middleburg	+	706 064 040
OPR OPR OPR OPR	Mayo, Joseph Lynn (Joe) Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	1710 Blanding Blvd 3211 Sw 160th Ave	Middleburg	33014-6715	786-864-040
PR PR PR PR	Capewell, Frederick Paul (Fred) Hodges, Jude Ellis (Jude)	3211 Sw 160th Ave			305-512-450
PR PR PR	Hodges, Jude Ellis (Jude)		ls e:	32068-3836	904-291-822
PR PR			Miramar	33027-4215	954-433-389
PR	Ricks, Michael Allen (Mike)	12355 Miramar Parkway	Miramar	33025	954-449-683
		52 Scenic Gulf Dr	Miramar Beach	32550-4929	850-846-624
PR	Powell, Frederick Harold Jr. (Rick)	17240 Us Highway 441	Mount Dora	32757-6712	352-385-004
	Hudson, Charles E. (Chip)	8610 Addison Place Dr	Naples	34119-7832	239-307-605
PR	Rodriguez, Pedro Jason (P.J.)	5825 Airport Pulling Rd N	Naples	34109-2029	239-594-977
MP	Rodgers, Neal	1874 Tamiami Trl N Spc Fc-7	Naples	34102-4813	239-263-267
PR	Schiefer, Robert Peter (Robb)	1348 John Sims Pkwy E	Niceville	1	850-279-607
PR	Feliz, Elias (Elias)	820 N Miami Beach Blvd	North Miami Be	+	786-746-680
PR	Hart, Andrew Kenneth (Drew)	3100 SW College Rd	Ocala		352-237-157
PR	Williams, Jeromy Joe (Jeromy)	5048 SW 48th Avenue	Ocala	+	352-850-574
PR	Williams, Jeromy Joe (Jeromy)	3445 Sw College Rd	Ocala		352-854-286
PR	Boast, Marshall Sidgmore (Sidge)	10620 W Colonial Dr	Ocoee	+	407-654-090
PR	Fink, William John (Bill)	3740 Tampa Rd	Oldsmar	1	813-925-011
PR	Vance, Jamey Alexander (Jamey)	1141 Saxon Blvd	Orange City	+	386-774-862
PR	Phillips, Craig Jeffrey (Craig)	1925 Wells Rd	Orange Park		904-541-111
PR	Addeo, Joseph Michael (Joe)	9500 McKenna Dr	Orlando	+	407-757-700
PR	Beach, Matthew L. (Matt)	4181 Millenia Blvd	Orlando		407-698-555
PR	Fish, Michael Edward (Mick)	6350 S Semoran Blvd	Orlando	+	407-816-003
PR	Guarisco, Rucco Anthony III (Rock)	11709 Daryl Carter Parkway	Orlando	32822-3203	407-379-166
PR PR	• • • • •	·	_	+	
PR PR	Guarisco, Rucco Anthony III (Rock)	13524 State Road 535 4752 S Kirkman Rd	Orlando	1	407-827-703
PR PR	Johnson, Eric Stafford (Eric)		Orlando	+	
	Jones, Kayley Elaine (Kayley)	7333 W Sand Lake Rd	Orlando		407-370-929
PR			-		407-910-117
PR		-		+	407-251-461
PR	` '		_	+	407-226-994
PR			_	+	407-896-035
PR				1	407-856-010
	, , ,		_		407-233-450
PR		11350 University Blvd	Orlando		407-737-000
PR		2885 S Orange Ave	Orlando	+	407-423-493
PR PR	IVaughn Ted Karey Ir (Ted)	633 N Alafaya Trl	Orlando	1	407-281-889
PR PR PR		8673 Summit Centre Way	Orlando	-	407-475-052
PR PR PR PR	Yurchak, Frank Joseph (Frank)	1464 W Granada Blvd	Ormond Beach	32174-5919	386-673-642
PR PR PR			Oviedo	32765-9783	407-365-765
)P)P	PR PR PR PR PR PR	PR Lytle, Timothy James (Tim) PR Naylor, John Thomas (John) PR Parks, Randy John (Randy) PR Rapson, Richard Charles III (Rick) PR Rivera, Olivette Carin (Holly) PR Segarra, Jose E. (Jose) PR Smith, Larry Daniel (Larry) PR Vaughn, Jed Karey Jr. (Jed) PR Yurchak, Frank Joseph (Frank)	Lytle, Timothy James (Tim) R Naylor, John Thomas (John) R Parks, Randy John (Randy) R Rapson, Richard Charles III (Rick) R Rivera, Olivette Carin (Holly) R Segarra, Jose E. (Jose) R Smith, Larry Daniel (Larry) R Vaughn, Jed Karey Jr. (Jed) R Lytle, Timothy James (Tim) 13085 S Orange Blossom Trl 4200 Conroy Rd Ste 245 2448 E Colonial Dr 1800 Sand Lake Rd 1800	Lytle, Timothy James (Tim) R Lytle, Timothy James (Tim) R Naylor, John Thomas (John) R Parks, Randy John (Randy) R Rapson, Richard Charles III (Rick) R Rapson, Richard Charles III (Rick) R Rivera, Olivette Carin (Holly) R Segarra, Jose E. (Jose) R Smith, Larry Daniel (Larry) R Smith, Larry Daniel (Larry) R Vaughn, Jed Karey Jr. (Jed) R Yurchak, Frank Joseph (Frank) R Wood, James Paul (James) 13085 S Orange Blossom Trl Orlando Orlando	Lytle, Timothy James (Tim) 13085 S Orange Blossom Trl Orlando 32837-6596 R Naylor, John Thomas (John) 4200 Conroy Rd Ste 245 Orlando 32839-2449 R Parks, Randy John (Randy) 2448 E Colonial Dr Orlando 32803-5027 R Rapson, Richard Charles III (Rick) 1800 Sand Lake Rd Orlando 32809-7630 R Rivera, Olivette Carin (Holly) 12801 Narcoossee Rd Orlando 32832-6924 R Segarra, Jose E. (Jose) 11350 University Blvd Orlando 32817-2107 R Smith, Larry Daniel (Larry) 2885 S Orange Ave Orlando 32806-5403 R Vaughn, Jed Karey Jr. (Jed) 633 N Alafaya Trl Orlando 32828-7045 R Yurchak, Frank Joseph (Frank) 8673 Summit Centre Way Orlando 32810-5908 R Wood, James Paul (James) 1464 W Granada Blvd Ormond Beach 32174-5919

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23						
L	OPR	Washburn, Brent Scott (Scott)	1130 Malabar Rd SE	Palm Bay		321-499-4630
L	OPR	Ainsworth, Brittany Nicole (Brittany)	3101 Pga Blvd Ste L209	Palm Beach Gard		561-624-014
Ĺ	OPR	Efford, Glen Alan (Glen)	1000 Palm Coast Pkwy NW	Palm Coast		386-445-0399
_	OPR	Metzger, Daniel Charles (Dan)	32800 US Highway 19 N	Palm Harbor	34684-3115	727-786-854
	OPR	Adams, Donald W. (Donald)	900 W 23rd St	Panama City	32405-3927	850-481-131
	OPR	Adams, Donald W. (Donald)	2275 Martin Luther King Jr Blvd	Panama City	32405-5320	850-640-3760
Ĺ	OPR	Rose, Walter J. Jr. (Walt)	11428 Panama City Beach Pkwy	Panama City	32407-2453	850-234-954
L	OPR	Rose, Walter J. Jr. (Walt)	401 N Tyndall Pkwy	Panama City	32404-6126	850-872-1512
L	OPR	Bieschke, Michelle Lowe (Michelle)	15901 Pines Blvd	Pembroke Pines	33027-1201	954-372-336
L	OPR	Copeland, Henley Micah (Micah)	11401 Pines Blvd Ste 466 (Inside Mal	Pembroke Pines	33026-4105	954-895-482
Ĺ	OPR	Cristantiello, Nicholas Joseph (Nick)	12203 Pines Blvd (Outside Mall)	Pembroke Pines	33026-4119	954-392-976
L	OPR	Barnes, Robert Walter (Robert)	1757 E Nine Mile Rd	Pensacola	32514-5729	850-484-488
Ĺ	OPR	Bizerra, Douglas Scott (Doug)	5020 Bayou Blvd	Pensacola	32503-2504	850-484-552
	OPR	Fraser, Scott Robert (Scott)	510 N Navy Blvd	Pensacola	32507-2012	850-455-6100
	OPR	Worley, Kathleen Anderson (Kathy)	5100 N 9th Ave Rm J-928	Pensacola		850-477-7979
	OPR	Mir, Gustavo Rafael (Gus)	7020 Us Highway 19 N	Pinellas Park		727-525-717
L	OPR	Redmon, Dawn Michelle (Dawn)	1101 Goldfinch Dr	Plant City		813-704-4020
Ĺ	OPR	Austin, Christy Jennifer (Jennifer)	8000 W Broward Blvd Ste 5005	Plantation		954-476-942:
	OPR	Silva, Efraim Antonio (Efraim)	2250 N Federal Hwy	Pompano Beach		954-943-585
 [_	OPR	Leslie, Edward Paul (Edward)	1814 Tamiami Trl	Port Charlotte		941-766-610
L	OPR	Queen, Shannon Carlis (Shan)	1761 Dunlawton Ave	Port Orange		386-767-337
	OPR	Cristantiello, James Stephan Jr. (Jimmy)	1611 NW St Lucie W Blvd	-		<u> </u>
 [OPR	Porrata, Gabriel (Gabe)	12810 Summerfield Crossing Blvd	Riverview		813-499-993
	OPR	Efford, Wayne Roland (Wayne)	2244 State Road 16	Saint Augustine		.,,,,,,,
	OPR	Efford, Wayne Roland (Wayne)	1752 Us Highway 1 S	Saint Augustine		904-810-220
 [_	OPR	Whitfield, Jason James (Jason)	4360 13th St	Saint Cloud		407-891-698
L L	OPR	Harris, Laurie Lee (Laurie)	2471 Tyrone Blvd N	Saint Petersburg		727-343-864
L L	OPR	Neely, David Lloyd (David)	4241 4th St N	Saint Petersburg		727-502-9402
<u></u> L	TMP	Hall, Carrie		Saint Petersburg		727-381-206
L L	OPR	Carroll, Stephen L. (Steve)	2257 Tyrone Sq 4590 W State Road 46	Sanford Sanford		
L L	OPR	Mangrum, Tricia Lyn (Tricia)	5384 Fruitville Rd	Sarasota	34232-6401	941-203-5150
	OPR	Michaels, Richard Lyle (Rick)	8420 S Tamiami Trl			941-203-3130
L r	+	• ` ` '		Sarasota		
L r	OPR	Young, James Ray Jr. (James)	5330 Clark Rd	Sarasota		941-926-105
<u>L</u>	OPR	Malanowski, Gary Lee (Gary)	10790 Park Blvd	Seminole		727-398-077
	TMP	Fankhauser, Jamie	4623 Gulf Blvd	St Pete Beach		727-367-7038
L	OPR	Buchanan, Nathan Douglas (Nathan)	2930 Se Federal Hwy	Stuart		772-223-5442
<u>L</u>	OPR	Eyzaguirre, Alberto N. (Alberto)	12600 W Sunrise Blvd	Sunrise		954-846-1870
L_	OPR	Elyea, Steven Lee (Steve)	3455 Bannerman Rd	Tallahassee		850-668-0138
	OPR	Elyea, Steven Lee (Steve)	3101 Capital Cir Ne	Tallahassee		850-531-0720
	OPR	Lamm, Terrial Dean (Terrial)	299 S Magnolia Dr	Tallahassee		850-878-709
	OPR	Widener, Terry William (Terry)	1650 W Tennessee St	Tallahassee		850-262-8409
<u>L</u>	OPR	Widener, Terry William (Terry)	2136 N Monroe St	Tallahassee		850-385-0599
<u></u>	OPR	Widener, Terry William (Terry)	1775 W Tennessee St	Tallahassee		850-224-2112
	TMP	Taylor, DeShawn	1500 Apalachee Pkwy Ste 1040	Tallahassee		850-878-157
	OPR	Laguna, Javier Antonio (Javier)	8190 W Commercial Blvd	Tamarac		954-741-939:
Ĺ	OPR	Brito, Carlos Antonio (Carlos)	2551 N Dale Mabry Hwy	Tampa		813-450-183
	OPR	Clifton, Robert H. (Bob)	3019 Cove Bend Dr	Tampa		813-866-776
Ĺ	OPR	Dittman, Jason Trevor (Jason)	8465 W Hillsborough Ave	Tampa		813-838-6892
	OPR	Dittman, Jason Trevor (Jason)	8019 Citrus Park Town Center Mall	Tampa	33625-3180	813-926-488
	OPR	Dittman, Jason Trevor (Jason)	6299 W Waters Ave	Tampa	33634-1100	813-880-080
Ĺ	OPR	Gibson, James Carson III (Jim)	17513 Bruce B Downs Blvd	Tampa	33647-3211	813-977-2659
	OPR	Grossman, Arthur E. (Art)	2223 N West Shore Blvd Ste Fc202	Tampa	33607-7222	813-354-810
L	OPR	Grossman, Arthur E. (Art)	609 S Dale Mabry Hwy	Tampa	33609-3948	813-873-1938
,	OPR	LaChance, Dustin Edward (Dustin)	3678 W Gandy Blvd	Tampa	33611-2608	813-831-420

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
L	OPR	McBaen, Courtney Lynn (Courtney)	241 Westshore Plz # A	Tampa	33609-1810	813-291-0615
L	OPR	Spradlin, Haskell Denis (Denis)	2811 E Fowler Ave	Tampa	33612-6210	813-631-5110
L	OPR	Spradlin, Haskell Denis (Denis)	3605 E Bougainvillea Ave	Tampa	33612-6433	
L	OPR	Spradlin, Haskell Denis (Denis)	5302 E Fowler Ave	Temple Terrace	33617-2222	813-914-0295
Ľ	OPR	Mathes, Brian Andrew (Brian)	730 N Us Highway 441	The Villages	32159-3194	352-430-0223
Ľ	OPR	Stryjewski, Brenda Kelly (Brenda)	9040 State Road 54	Trinity	34655-1812	727-834-8880
7L	OPR	Biggs, Travis H. (Travis)	5489 University Pkwy	University Park	34201-2012	941-263-334
7L	OPR	Holmberg, Paul W. (Paul)	2010 Bloomingdale Ave	Valrico	33596-6113	813-571-0569
FL	OPR	Kelley, Michael Joseph (Michael)	6020 Elon Ln	Vero Beach	32966-1007	772-567-0222
FL	OPR	Rabenecker, Robert Edward Jr. (Rob)	10300 Forest Hill Blvd Ste FC108	Wellington	33414-3132	561-333-4242
7L	OPR	Larreau, James F. (Jim)	28295 State Road 54	Wesley Chapel	33543-3225	813-402-4090
7L	OPR	Washburn, Brent Scott (Scott)	835 Palm Bay Rd	West Melbourne	32904-1172	321-733-7110
7L	OPR	Morris, Robert Russell (Rob)	2070 Palm Beach Lakes Blvd	West Palm Beac	33409-6502	561-640-414
L	OPR	Morris, Robert Russell (Rob)	6060 Okeechobee Blvd	West Palm Beac	33417-4326	561-242-9172
7L	OPR	Rabenecker, Robert Edward Jr. (Rob)	206 S State Road 7	West Palm Beac		561-721-8650
- L	OPR	Boast, Marshall Sidgmore (Sidge)	3166 Daniels Rd			407-656-072
	OPR	Florence, Ronald Allen (Ron)	15899 New Independence Pky	Winter Garden	34787	407-347-606
TL	OPR	Easthon, Caleb Stephen (Caleb)	143 Landings Blvd	Winter Haven	-	863-299-269
L L	OPR	Devine, Carolina Janina (Carolina)	700 S Orlando Ave	Winter Park	32789-4845	407-622-244:
7L	OPR	Kyle, Robert Hendley (Bob)	3391 University Blvd	Winter Park	32792-7428	407-673-966
L	OPR	Kyle, Robert Hendley (Bob)	1454 Tuskawilla Rd	Winter Fark Winter Springs	32708-5201	407-696-8333
7L	OPR	Fannin, Lita Sullivan (Lita)	464004 State Road 200	Yulee	32097-6339	904-491-5552
L L	OPR	Amole, Scott David (Scott)	7490 Gall Blvd	Zephyrhills		813-702-122
ъъ	OPR	Duncan, Richard Lee (Andy)	3295 Cobb Pkwy Nw	Acworth	 	770-966-8918
JA JA	OPR	Duncan, Richard Lee (Andy) Duncan, Richard Lee (Andy)	1790 Mars Hill Rd	Acworth	30101-3938	770-500-8918
JА JA	OPR	Wari, Khalil J. (K. J.)	2609 Dawson Rd	Albany		229-889-116
JА JA	OPR	Brookshire, John Randall (Randall)	8475 Holcomb Bridge Rd	-	30022-5318	770-640-8280
JА JA	OPR	Cameron, Stephen Colby (Colby)	5180 Windward Pkwy	Alpharetta Alpharetta		770-040-8280
	+		•	+ *		678-266-6212
GA GA	OPR OPR	Crays, John Ryan (John) Moraitakis, John George (John)	2720 Old Milton Pkwy	Alpharetta		770-521-2132
	+	-	4285 State Bridge Rd	Alpharetta		<u> </u>
GA	OPR	Thornsberry, Clyde David (David)	2180 N Point Cir	Alpharetta	30022-6587	770-410-9393
GA	OPR	Thornsberry, Clyde David (David)	6085 N Point Pkwy	Alpharetta	30022-4888	770-667-808
GA	OPR	McNeill, Meredith Davis (MeriBeth)	736 E Forsyth St	Americus	 	229-389-277:
ЗA	OPR	Clark, William Alexander (Alex)	3637 Atlanta Hwy	Athens		706-369-180
зA	OPR	Collette, John Martin (John)	1870 Epps Bridge Pkwy	Athens	30606-6146	706-369-950
ЗA	OPR	Todd, Shane Lomax (Shane)	101 College Ave	Athens	30601-2804	706-546-1009
ĵА	OPR	Todd, Shane Lomax (Shane)	280 E Campus Rd	Athens	30602-0001	706-215-592
зA	OPR	Todd, Shane Lomax (Shane)	1870 Barnett Shoals Rd	Athens	30605-3011	706-549-011
зA	OPR	Todd, Shane Lomax (Shane)	196 Alps Rd	Athens	30606-4085	706-613-711:
ъA	OPR	Auton, Christopher Bryan (Bryan)	1901 Peachtree Rd NE	Atlanta	 	470-668-088
БA	OPR	Bailey, Lawson Christopher (Lawson)	5925 Roswell Rd Ste C	Atlanta	 	404-847-0488
ЗA	OPR	Bilotti, Jason Phillip (Jason)	3419 Northside Pkwy Nw	Atlanta	30327-2311	404-261-9160
зA	OPR	Bilotti, Jason Phillip (Jason)	2485 Cumberland Pkwy SE	Atlanta	30339-6132	770-444-937
ĵА	OPR	Branch, Gary Worthington (Gary)	225 Peachtree St NE # B-40	Atlanta	30303-1701	404-577-419
jΑ	OPR	Branch, Gary Worthington (Gary)	725 W Peachtree St NE	Atlanta	30308-1137	404-610-996
ĵА	OPR	Darley, Christopher Glenn (Chris)	441 Martin Luther King Jr Dr NW	Atlanta	30313-1529	
ŝΑ	OPR	Diamond, John Lloyd (John)	350 Ferst Dr NW	Atlanta	30332-0001	470-300-916
jΑ	OPR	Diamond, John Lloyd (John)	1942 Howell Mill Rd Nw	Atlanta	30318-2519	404-351-805
ŝΑ	OPR	Diamond, John Lloyd (John)	1100 Northside Dr NW	Atlanta	30318-5417	404-249-249
зA	OPR	Goebeler, Gerard Francis Jr. (Jerry)	4285 Roswell Rd NE	Atlanta	30342-3766	404-303-927
ŝΑ	OPR	Houston, Isaac Theodore (Isaac)	3393 Peachtree Rd NE	Atlanta	30326-1162	404-665-556
ŝΑ	OPR	Mapoles, W. Gregory (Greg)	2340 N Druid Hills Rd NE	Atlanta	30329-3105	404-634-495
јА	OPR	McCabe, Robert Marshall (Marshall)	2860 Cumberland Mall SE Ste 1324	Atlanta	30339-6429	770-435-277
	OPR	McCabe, Robert Marshall (Marshall)	2975 Cobb Pkwy SE	Atlanta	30339-3148	770-612-0930

_		CHICK-FIL-A RESTA	URANT LISTING	AS OF	12/31/2	23
GA	OPR	McCabe, Robert Marshall (Marshall)	755 Battery Ave SE	Atlanta	30339-3017	
ŝΑ	OPR	Myles, Jamerian Calvonta (Jamerian)	689 Boulevard NE	Atlanta	30308	404-800-5600
iΑ	OPR	Myles, Jamerian Calvonta (Jamerian)	401 Bill Kennedy Way SE	Atlanta	30316-6846	404-622-0203
iΑ	OPR	Rhodes, Benjamin Adam (Ben)	8433 Roswell Rd	Atlanta	30350-2834	770-642-657:
A	OPR	Rodriguez, Alexander (Alex)	4350 Ashford Dunwoody Rd NE	Atlanta	30346-1504	770-351-691:
Α	OPR	Springs, Quincy Lewis Alexander IV (Quincy)	875 Martin Luther King Jr Dr NW	Atlanta	30314-3643	404-730-0199
ìΑ	OPR	Taylor, Reginald Dale (Reggie)	2580 Piedmont Rd NE	Atlanta	30324-3007	404-264-1992
ìΑ	OPR	Winkfield, Melissa Helton (Melissa)	3410 Camp Creek Pkwy	Atlanta	30344-5710	404-494-9320
ìΑ	OPR	Woodfaulk, Rory Vaughn (Rory)	3725 Cascade Rd SW	Atlanta	30331-2111	404-696-3300
ìΑ	OPR	Wyatt, Cory Taylor (Cory)	3280 Peachtree Rd Ne Ste 105	Atlanta	30305-2463	404-816-3113
ìΑ	TMP	Duncan, Michael	4400 Ashford Dunwoody Rd Ne	Atlanta	30346-1518	770-394-3189
ìΑ	TMP	Gibson, Ridge	256 Marietta St NW	Atlanta	30313-1602	404-549-7993
ìΑ	TMP	Jackson, Collier	1175 Peachtree St NE	Atlanta	30361-3528	404-685-3630
iΑ	TMP	Sosebee, Brandon	1 Cnn Ctr Nw Ste 224	Atlanta		404-659-4449
iΑ	OPR	Edwards, Adam Lee (Adam)	1446 Harper St	Augusta		706-723-757:
iΑ	OPR	Edwards, Adam Lee (Adam)	3450 Wrightsboro Rd	Augusta	1	706-733-754
ìΑ	OPR	Hanna, Kenneth James (Kenny)	202 Robert C Daniel Jr Pkwy	Augusta	+	706-738-9163
ìΑ	OPR	Hughes, Richard John Jr. (John)	3130 Peach Orchard Rd	Augusta	1	706-792-626
ìΑ	OPR	Powell, John W. Jr. (John)	3066 Washington Rd	Augusta	30907-3831	706-860-7140
iΑ	OPR	Hollis, Jonathan Wesley (Jonathan)	3951 Austell Rd	Austell	+	470-523-838
iΑ	OPR	Shepherd, Kolby Frank (Kolby)	1451 Tallahassee Hwy	Bainbridge	+	229-246-0458
iΑ	OPR	Owens, John Christian (Chris)	97 Shephard Lane	Bethlehem	30620	770-868-024:
iΑ	OPR	Liberatore, Daniel Anthony (Daniel)	152 Highway 515 E	Blairsville	+	706-745-051:
iΑ	OPR	Braski, Patrick Joseph (Pat)	790 Highway 96	Bonaire	+	478-987-2140
iΑ	OPR	LaMarque, Joseph Brandon (Brandon)	2600 Old Winder Hwy	Braselton	+	770-967-005
ìΑ	OPR	Prichard, Joshua William (Josh)	89 US Highway 27 Byp	Bremen	+	770-537-874
ŝΑ	OPR	Goebeler, Gerard Francis Jr. (Jerry)	4046 Peachtree Rd NE	Brookhaven	+	404-239-3022
ŝΑ	OPR	Black, Sara Hendrix (Sara)	70 Golden Isles Plz	Brunswick	+	912-466-991
зA	OPR	Garrett, Robert Lindsey (Bob)	2635 Hamilton Mill Rd	Buford	+	678-482-6480
зA	OPR	Jones, Elizabeth Joyce (Joyce)	3333 Buford Dr Spc No1071	Buford		678-482-6787
ŝΑ	OPR	Warnstrom, Steven J. (Steve)	3235 Buford Dr	Buford	+	678-482-4448
зA	OPR	Franklin, Steven Randall (Steven)	402 GA Highway 49 N	Byron	31008-4011	478-956-9755
ъ́А	OPR	Purser, Jonathan David (Jonathan)	495 Highway 53 E	Calhoun		706-624-1890
зA	OPR	Williams, Kevin Mark (Kevin)	6114 Hickory Flat Hwy	Canton	+	678-493-009
ъ	OPR	Williams, Kevin Mark (Kevin)	1459 Riverstone Pkwy	Canton	30114-5612	770-479-7146
зA	OPR	Williams, Kevin Mark (Kevin)	2048 Cumming Hwy	Canton	30115-8071	770-479-0802
зA	OPR	Daniels, Christopher David (David)	1156 Bankhead Hwy	Carrollton	30116-8501	770-830-9547
ŝΑ	OPR	Daniels, Christopher David (David)	1316 S Park St	Carrollton	30117-4410	770-832-8538
ŝΑ	OPR	Jordan, Glenn M. (Glenn)	94 Old Allatoona Rd SE	Cartersville	30121-7015	770-386-1208
ŝΑ	OPR	Jordan, Glenn M. (Glenn)	115 Cherokee Pl	Cartersville		770-382-200
iΑ	OPR	Brannon, Kristen Melissa (Kristen)	1610 Rome Hwy	Cedartown	30125-4421	470-296-2266
ŝΑ	OPR	Wilson, Theresa A. (Theresa)	5450 Peachtree Industrial Blvd	Chamblee	30341	770-457-1679
ъА	OPR	Couey, James Stanley Jr. (Jay)	151 Highway 441 N	Clayton	30525-4260	706-212-0022
зA	OPR	Liberatore, Christopher Bryant (Chris)	25 W Underwood St	Cleveland	30528-1353	706-865-173
iΑ	OPR	Kalish, Todd Erik Sr. (Todd)	1600 Bradley Park Dr	Columbus	31904-3002	706-660-891
iΑ	OPR	Kalish, Todd Erik Sr. (Todd) Kalish, Todd Erik Sr. (Todd)	5520 Whittlesey Blvd	Columbus	31909-7210	706-653-514
iΑ	OPR	Vann, Alexander Franklin (Alex)	2421 Wynnton Rd	Columbus	31906-2534	706-321-588
iΑ	OPR	Vann, Alexander Franklin (Alex)	2730 Manchester Expy	Columbus		706-223-311:
iΑ	TMP	Daniel, Mitchell	3131 Manchester Expy Ste F7	Columbus	31904-3293	706-223-311.
iΑ	OPR	West, Sammie Lee (Sam)	30563 Highway 441 S	Commerce	<u> </u>	706-423-981
iΑ	OPR	Hardy, Benton Kelly (Ben)	1536 Highway 138 SE	Conyers	_	470-207-9869
iA iA	OPR	Brackett, Carter Daniel (Carter)	1711 E 16th Ave	Cordele	31015-5308	229-273-430
jA jA	OPR	Wright, Christopher Todd (Chris)	330 Furniture Plaza Dr	Cornelia	30531-5460	706-776-0090
ıΔ	OIK	Giella, Christopher Michael (Chris)	11500 Town Center Drive	Covington	30014	678-695-6577

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23							
GA	OPR	Giella, Christopher Michael (Chris)	4102 Highway 278 NW	Covington	30014-2112	770-787-0400	
ìΑ	OPR	Hardy, Benton Kelly (Ben)	12920 Brown Bridge Rd	Covington	30016-2962	678-342-0807	
Α	OPR	Reeves, David Eugene (Gene)	430 Peachtree Pkwy	Cumming	30041-6818	770-889-1511	
iΑ	TMP	Carpenter, Matthew	725 Atlanta Hwy	Cumming	30040-2705	770-545-6228	
ìΑ	OPR	Garrett, Robert Lindsey (Bob)	545 Dacula Rd	Dacula	30019-2125	678-377-777	
ìΑ	OPR	Kellar, Tony Davis (Tony)	488 Morrison Moore Pkwy E	Dahlonega	30533-1426	706-864-6600	
ŝΑ	OPR	Davis, Kurt Ray (Kurt)	300 Charlie Watts Dr	Dallas	30157-4904	770-445-7713	
ŝΑ	OPR	Holbert, Isaac Heath (Isaac)	1275 N Glenwood Ave	Dalton	30721-2603	706-529-9114	
ìΑ	OPR	Holbert, Isaac Heath (Isaac)	1429 W Walnut Ave	Dalton	30720-3832	706-275-035	
ъ́А	OPR	Lewis, Dustin Brett (Brett)	816 Walnut Square Blvd Ste 59	Dalton	30721-4798	706-226-1009	
ŝΑ	OPR	Kellar, Tony Davis (Tony)	231 Power Center Dr	Dawsonville	30534-9405	706-265-499	
ъ́А	OPR	Engert, Joseph Michael (Joe)	105 E Trinity Pl	Decatur	30030-3303	404-371-1466	
ŝΑ	OPR	Johnson, Rodney Allan (Rodney)	650 Decatur Village Way	Decatur	30033-5552	404-800-521	
ŝΑ	OPR	Shelton, Keith Wayne (Keith)	3905 N Druid Hills Rd	Decatur		404-636-8494	
ìΑ	OPR	Wilson, Timothy M. Jr. (T.J.)	2452 Wesley Chapel Rd	Decatur	30035-3420	770-987-4540	
ìΑ	OPR	Jones, Brian Randall (Brian)	5700 Buford Hwy Ne	Doraville	 	770-936-970	
ŝΑ	OPR	Baker, Matthew Daniel (Matt)	1305 Peterson Ave S	Douglas		912-384-021	
ŝΑ	OPR	Moore, Michael Allen (Mike)	3202 Highway 5	Douglasville	30135-2306	770-627-296	
ŝΑ	OPR	Moore, Michael Allen (Mike)	5888 Fairburn Rd	Douglasville	30134-2360	770-942-0820	
ŝΑ	OPR	Phillips, Jordan Alan (Jordan)	6700 Douglas Blvd Ste 210	Douglasville	30135-1869	678-838-955	
зA	OPR	Roberts, David Ross (David)	2002 Veterans Blvd	Dublin	31021-3030	478-272-300	
зA	OPR	Howard, Jeffrey Sloan (Jeff)	3555 Peachtree Industrial Blvd	Duluth	30096-4819	770-497-1270	
jА jA	OPR	Williams, Bradley James (Brad)	2000 Satellite Blvd	Duluth		770-232-003	
iΑ	OPR	Goepp, Daniel Christopher (Danny)	1145 Mount Vernon Hwy	Dunwoody	 	470-440-899	
	OPR		•	<u> </u>	1	 	
βA		Wells, Grant Neville (Grant)	2480 Jett Ferry Rd	Dunwoody		770-391-927 404-762-133	
βA 3 A	OPR	Richard, Alphonso L. (Al)	1065 Cleveland Ave	East Point		<u> </u>	
3Α 3 Δ	OPR	Salzmann, Betsy Hunter (Betsy)	475 Howard Simmons Rd	Ellijay	 	706-636-047:	
JA	OPR	Adams, Jason Wade (Jason)	4201 Washington Rd	Evans		706-447-889:	
3Α	OPR	Harrison, Michael Shaun (Mike)	7810 Senoia Rd	Fairburn		770-892-390	
jΑ	OPR	Barnett, Douglas Howell (Doug)	875 Glynn St S	Fayetteville	1	770-460-7602	
GA	OPR	Farr, Andrew Wayne (Andrew)	3405 Atlanta Hwy	Flowery Branch	30542-2918	770-297-904:	
jΑ	OPR	Harney, Joe Frank Jr. (Frank)	5905 Spout Springs Rd	Flowery Branch		770-965-2278	
ĵА	OPR	O'Neal, Terry Vernon (Terry)	1137 Battlefield Pkwy	Fort Oglethorpe		706-858-1072	
јА	OPR	Shoemaker, Robert Lynn Jr. (Bobby)	805 Dawsonville Hwy	Gainesville	 	770-297-1722	
ŝΑ	OPR	Shoemaker, Robert Lynn Jr. (Bobby)	1917 Jesse Jewell Pkwy NE	Gainesville	30501	770-297-7930	
ЗA	OPR	Waddy, Josh Lee (Josh)	2521 Towne Center Pkwy	Greensboro	30642-6166	706-454-1470	
ĵА	OPR	Swinson, Charles Donald (Chuck)	1000 W Taylor St	Griffin	30223-2608	770-227-0716	
ŝΑ	OPR	Smith, Erik Emanuel (Erik)	210 Meridian Dr	Grovetown	30813-0259	706-863-1110	
ìΑ	OPR	Spears, Matthew Scott (Scott)	11161 Tara Blvd	Hampton	30228-1672	770-472-610	
iΑ	OPR	Westbrook, Stanley Nicholas (Nick)	877 W Oglethorpe Hwy	Hinesville	-	912-877-663	
ŝΑ	OPR	Davis, Kurt Ray (Kurt)	5223 Jimmy Lee Smith Parkway	Hiram	30141	678-726-9922	
jΑ	OPR	Ferguson, Christina Elizabeth (Christy)	156 Old Farm Road	Jefferson	30549	706-708-0220	
ĴΑ	OPR	Roper, Edward Bradley (Brad)	600 Chastain Rd NW Ste 100	Kennesaw	30144-3005	770-422-015	
ìΑ	OPR	Stephens, Ralph W. II (Ralph)	830 Ernest W Barrett Pkwy NW	Kennesaw	30144-6821	770-643-4079	
ìΑ	TMP	Gonthier, Nathan	400 Ernest W Barrett Pkwy Nw	Kennesaw	1	770-428-903	
ŝΑ	OPR	Whitfield, Justin Donald (Justin)	113 Lakes Blvd	Kingsland		912-510-621:	
ìΑ	OPR	Bowman, Robert Arnold Jr. (Rob)	1574 Lafayette Pkwy	Lagrange	30241-2566	706-845-848	
ìΑ	OPR	Sells, Joshua Luke (Josh)	2110 Vernon Street	Lagrange	30240	762-323-632	
ìΑ	OPR	Stripling, William Franklin III (Bill)	1015 Lakes Blvd	Lake Park	31636-3014	229-559-490	
ŝΑ	OPR	Lowe, William James III (Will)	20 Owens Dr	Lavonia	30553-6329	706-356-035	
ìΑ	OPR	Perry, John Daniel (Daniel)	4965 Sugarloaf Pkwy	Lawrenceville	30044-6997	678-376-744	
iΑ	OPR	Treadwell, Mark R. (Mark)	680 Duluth Hwy	Lawrenceville	30046-7695	770-962-7844	
ìΑ	OPR	Wari, Khalil J. (K. J.)	1202 Us Highway 19 S	Leesburg	31763-4877	229-446-878	
зA	OPR	Shepard, Bryan Lee (Bryan)	4801 Lawrenceville Hwy Nw	Lilburn		770-925-2027	

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/2						
GA	OPR	Moore, Laura Lee (Laura Lee)	835 Thornton Rd	Lithia Springs	30122-2610	770-732-8034
ŝΑ	OPR	O'Kelley, Jeffrey Brian (Jeffrey)	2929 Turner Hill Rd Ste 2550	Lithonia	30038-7044	678-526-2729
Α	TMP	Bouhadana, Steven (Steve)	2985 Turner Hill Rd	Lithonia	30038-2527	678-526-008
A	OPR	Lovett, Cameron Read (Cameron)	1005 Bandy Pkwy	Locust Grove	30248-7022	404-301-4422
Α	OPR	Brush, B. Edgar Jr. (Edgar)	4321 Atlanta Hwy	Loganville	30052-3288	770-554-199:
ìΑ	OPR	Clark, David Patrick (David)	1569 Bass Rd	Macon	31210-7511	478-254-791
ìΑ	OPR	Clark, David Patrick (David)	140 Tom Hill Sr Blvd	Macon	31210-1806	478-471-027
iΑ	OPR	Craddock, Steven Craig (Craig)	5055 Brookhaven Rd	Macon	31206-4184	478-788-109
iΑ	OPR	Craddock, Steven Craig (Craig)	5920 Zebulon Rd	Macon	31210-2097	478-474-445
ìΑ	OPR	Durden, Lemuel Lesure (Lem)	1781 Eatonton Rd	Madison	30650-4683	706-752-021
ìΑ	OPR	Daniels, James L. (Danny)	1201 Johnson Ferry Rd	Marietta	30068-2722	770-565-4653
ìΑ	OPR	Darley, Christopher Glenn (Chris)	2105 Roswell Rd	Marietta	30062-3880	770-977-335
ìΑ	OPR	Kapoor, Sandeep (Sandeep)	2005 Macland Crossing Cir Sw	Marietta	30008-8825	678-355-529
iΑ	OPR	Meyers, Andrew David (Drew)	2555 Dallas Hwy Sw	Marietta	30064-2543	770-425-345
iΑ	OPR	Reed, Mark Norman (Mark)	1440 Terrell Mill Rd SE	Marietta	30067-6060	770-672-7169
iΑ	OPR	Reed, Mark Norman (Mark)	2661 Windy Hill Rd SE	Marietta		770-988-979
ìΑ	OPR	Reed, Scott Augustus (Scott)	3046 Shallowford Rd	Marietta		770-579-007
ìΑ	OPR	Reed, Scott Augustus (Scott)	2530 Sandy Plains Rd	Marietta	30066-5777	770-977-245:
iΑ	OPR	Valdes, Armando Jr. (Mandy)	1110 Roswell Rd	Marietta	30062-3606	770-420-1850
ìΑ	OPR	Fleming, Mark David (Mark)	860 Highway 81 E	Mcdonough		770-957-499
ìΑ	OPR	Fleming, Mark David (Mark)	1940 Highway 155 N	Mcdonough	30252-4805	12
iΑ	OPR	Gilchrist, Jesse Thomas (Jesse)	1321 Highway 20 W	Mcdonough	30253-7304	770-954-045
iΑ	OPR	Chapman, Hunter Christian (Hunter)	6501 Kitten Lake Dr	Midland		706-568-491
iΑ	OPR	Flournoy, Curtis Paul Jr. (Curt)	1730 N Columbia St	Milledgeville		478-451-483
ìΑ	OPR	Lingerfelt, James Bradley (Brad)	620 Highway 138	Monroe		770-266-021
iΑ	OPR	Rogers, Robert Wesley (Wesley)	502 Lane St	Moultrie		229-890-120
iΑ	OPR	Clotfelter, Ronald Andrew (Ronnie)	5 Glenda Trce	Newnan		770-254-914
ŝΑ	OPR	McGuire, Lauren Reed (Lauren)	2090 Newnan Crossing Blvd E	Newnan		770-254-950
ŝΑ	OPR	Farr, E. Wayne (Wayne)	6105 Peachtree Pkwy	Norcross		770-368-083
iΑ	OPR	Shafe, James Caldwell Jr. (Chug)	5455 Jimmy Carter Blvd	Norcross		770-248-108
iΑ	OPR	Barnett, Douglas Howell (Doug)	1222 Highway 74 S	Peachtree City	30269-3072	770-632-744
iΑ	OPR	Holmes, Michael Frank (Mike)	1100 N Peachtree Pkwy	Peachtree City	30269-4229	770-486-951
iΑ	OPR	Holmes, Michael Frank (Mike)	2720 Highway 54	Peachtree City	30269-1030	770-486-652
iΑ	OPR	Holmes, Michael Frank (Mike)	707 Highway 54	Peachtree City	30269-3302	770-480-032
	+			+		
iΑ	OPR	Richardson, Steven B. (Steven)	1600 Sam Nunn Blvd	Perry	31069-2055	478-988-818
jΑ	OPR	Amick, Erik Kristian (Erik)	2021 Pooler Pkwy	Pooler	31322	912-988-868
iΑ	OPR	Davis, Marshall Dean III (Marshall)	180 Pooler Pkwy	Pooler	31322-4200	912-330-920
iΑ	OPR	Counselman, Jason Dale (Jason)	5438 GA Highway 21 S	Rincon		912-826-696
iΑ	OPR	Thomas, Zachary Lee (Zach)	1500 Chattahoochee Dr	Rockmart	30153	470-632-041
iΑ	OPR	Joubert, Paul Eugene (Paul)	1185 Woodstock Rd	Roswell	30075-2231	678-795-015
ìΑ	OPR	Waddle, James Michael (Jim)	604 Holcomb Bridge Rd	Roswell	30076-1511	770-641-843
iΑ	OPR	Drury, Wiley Clark (Clark)	2205 Demere Rd	Saint Simons Isla		912-638-269
ìΑ	OPR	Collins, Ann Hester (Ann)	2111 E Victory Dr	Savannah		912-352-747
ìΑ	OPR	Connelly, Timothy John (Timothy)	11152 Abercorn St	Savannah		912-921-090
iΑ	OPR	Pearce, Randy Vaden (Randy)	7 E Derenne Ave	Savannah		912-354-435
ìΑ	TMP	Jimenez, Elias (Eli)	7804 Abercorn St Ste 110	Savannah		912-352-158
Α	OPR	Barnett, Douglas Howell (Doug)	7996 Wells St	Senoia		678-973-187
ìΑ	OPR	Lomax, Daniel Brian (Daniel)	5120 S Cobb Dr Se	Smyrna	30080-7181	404-792-944
iΑ	OPR	Miltiades, Stephen Alexander (Stephen)	3100 S Cobb Dr SE	Smyrna		770-432-868
iΑ	OPR	Balsamides, Thomas Michael (Tom)	1559 Scenic Hwy N	Snellville	30078-2129	770-979-748
ìΑ	OPR	Starr, John David (John)	3090 Stone Mountain Hwy	Snellville	30078-7416	770-979-791
iΑ	OPR	Boykin, David Withers III (David)	352 Northside Dr E	Statesboro	30458-2188	912-764-794
ìΑ	OPR	White, Paul D. (Paul)	1275 Eagles Landing Pkwy	Stockbridge	30281-5015	770-507-411
ŝΑ	OPR	Daniels, Cliff William (Cliff)	5075 Stone Mountain Hwy	Stone Mountain	30087-3410	770-736-5809

	(CHICK-FIL-A RESTA	URANT LISTING	AS OF	12/31/2	23
ЗA	OPR	Richardson, Douglas Martin (Doug)	5542 Memorial Dr	Stone Mountain	30083-3215	404-292-8097
ìΑ	OPR	Treadwell, Mark R. (Mark)	3156 Lawrenceville Suwanee Rd	Suwanee	30024-2409	770-932-5797
iΑ	OPR	Troutman, Gerald S. Jr. (Steve)	3643 Peachtree Pkwy	Suwanee	30024-1028	770-813-1594
ìΑ	OPR	Williams, Bradley James (Brad)	1035 Peachtree Industrial Blvd	Suwanee	30024-1919	770-831-1177
ìΑ	OPR	Hunter, Nathan Hill (Nathan)	1054 Highway 19 N	Thomaston	30286-2229	706-647-294
ŝΑ	OPR	Zolt, Ira Michael (Mike)	15062 Us Highway 19 S	Thomasville	31757-4819	229-228-750
ъ́А	OPR	Moody, Ian Lewis (Ian)	1806 Washington Rd	Thomson	30824-7202	
ŝΑ	OPR	Pettis, Samuel David (David)	1197 Us Highway 82 W	Tifton	31793-8059	229-387-001
ъ́А	OPR	Pischke, Tyler Mark (Tyler)	605 Big A Rd	Toccoa	30577-6023	762-348-007
ъ́А	OPR	Spratte, David Bradley (Brad)	4435 Hugh Howell Rd	Tucker	30084-4906	770-270-187
ъ́А	OPR	Spratte, David Bradley (Brad)	3967 Lavista Rd	Tucker	30084-5139	770-939-900
ъ́А	OPR	Crews, Charles Manning (Charlie)	1100 N Saint Augustine Rd	Valdosta	31601-8410	229-247-262
ъ́А	OPR	White, Kenneth Allen (Kenneth)	3147 Inner Perimeter Rd	Valdosta	1	229-245-014
ъ́А	OPR	McDade, Britton James (Britt)	2349 E 1st St	Vidalia		912-538-071
ŝΑ	OPR	Day, Justin Colby (Justin)	85 Commerce Dr	Villa Rica	 	770-459-579
iΑ	OPR	Braski, Patrick Joseph (Pat)	621 Russell Pkwy	Warner Robins		478-328-044
зA	OPR	Braski, Patrick Joseph (Pat)	3000 Watson Blvd	Warner Robins	1	478-569-120
зA	OPR	Young, Lovett Gahr (Lovett)	2256 Memorial Dr	Waycross	 	912-285-250
ŝΑ	OPR	Booth, Richard Keith (Keith)	951 Ridgewalk Pkwy	Woodstock	30188-4895	770-592-475
зA	OPR	Hall, Leonard Scott (Scott)	3070 Eagle Dr	Woodstock	 	678-445-033
HI	OPR	Dydasco, Zane Kameamaluhia Edwin (Zane)	1056 S Beretania St	Honolulu		808-460-766
II	OPR	Milne, Charles Curtis (Kurt)	1450 Ala Moana Blvd Ste 1160H	Honolulu	 	808-466-353
Η	OPR	Whaley, Sean Ellis Teal (Sean)	14 Ho'okele St	Kahului	 	808-270-190
ΙΙ	OPR	Goo, Spencer Milton Yan Loong (Spencer)	91-5480 KAPOLEI PKWY Bldg. 3	Kapolei	96707	808-270-130
<u>н</u> А	OPR	Thompson, Tari Anne (Tari)	230 S Duff Ave	Ames		515-232-259
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A	OPR	Krogman, Thomas John (Thomas)	2410 SE Delaware Ave	Ankeny Coder Panida		515-965-778
A	OPR OPR	Dose, Nickolas William (Nick)	217 Collins Rd NE	Cedar Rapids	 	319-378-320
	_	Zaghloul, Amgad Fathalla (Amgad)	2610 Edgewood Rd SW	Cedar Rapids	 	319-396-307
A	OPR	Williby, Chase James (Chase)	1451 Coral Ridge Ave Ste 620	Coralville		319-625-202
A	OPR	Tatman, Jeremy David (Jeremy)	2945 E 53rd St	Davenport	t	563-355-174
A	TMP	Hodges, Ethan	320 W Kimberly Rd	Davenport	52806-5920	563-391-261
A	OPR	Ritchie, Jennifer Roman (Jennifer)	4040 Merle Hay Rd	Des Moines	t	515-276-522
A	OPR	Barnes, Justin Neil (Justin)	3500 Dodge St	Dubuque	1	563-556-042
A	OPR	Arnold, Zachary D. (Zach)	2771 Goldenrod Court	Pella	50219	641-658-941
A	OPR	Eisenga, Chad Lynn (Chad)	4428 Sergeant Rd	Sioux City	51106-4703	712-276-423
A	OPR	Nanda, Benjamin Michael (Ben)	1331 Flammang Dr	Waterloo		319-233-027
A	OPR	Brumels, Garry Keith (Garry)	6555 Mills Civic Pkwy	West Des Moine		515-223-611
A	OPR	Grimm, David J. (David)	4502 University Ave	West Des Moine		515-457-317
A	TMP	Sickafoose, Daniel Thomas (Dan)	101 Jordan Creek Pkwy Ste 12508	West Des Moine		515-327-503
D	OPR	Mosteller, Lauren Brooke (Lauren)	3003 S 25th E	Ammon	 	208-523-269
D	OPR	Bucklew, Joseph Aaron (Joe)	300 S Broadway Ave	Boise	 	208-345-105
D	OPR	Bucklew, Joseph Aaron (Joe)	8000 W Franklin Rd	Boise	 	208-376-611
D	OPR	Miles, Charles Bradley (Brad)	2012 N Eagle Rd	Meridian	83646-6287	208-887-214
D	OPR	Schrum, Jared Alexander (Jared)	16800 N Marketplace Blvd	Nampa	 	208-467-600
D	OPR	Ystueta, William F. Jr. (Bill)	1631 Blue Lakes Blvd N	Twin Falls	83301-3374	208-735-501
L	OPR	Willis, JohnDavid Willard (J.D.)	425 S Randall Rd	Algonquin	60102-9702	847-979-906
L	OPR	Cabrera, Mark Andrew (Mark)	4435 Fox Valley Center Dr	Aurora	60504-4116	630-820-166
Ĺ	OPR	Good, John Alexander (John)	185 N Randall Rd	Batavia	60510-9293	630-761-264
L	OPR	Winner, Benjamin D. (Ben)	2532 Green Mount Commons Dr	Belleville	62221-6741	618-257-970
L	OPR	Antolik, Joseph R. (Joe)	354 W Army Trail Rd	Bloomingdale	60108-2683	630-980-508
L	OPR	Wagner, Michael R. (Mike)	245 N Weber Rd	Bolingbrook	60490-1508	630-771-008
L	OPR	Klavohn, Jon E. (Jon)	1359 Locke Dr	Bourbonnais	60914-9305	815-592-755
L	OPR	Ordeanu, Allen Albert (Allen)	268 McHenry Rd.	Buffalo Grove	60089	847-305-547
		Herrington, Julia	2301 N Prospect Ave	Champaign	61822-1246	217-351-309

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L L	OPR	Edwards, Kareem J. (Kareem)	1106 S Clinton St	Chicago		312-461-9110
	OPR	Faretta, Joshua Richard (Josh)	1910 W Fullerton Ave	Chicago		773-292-030
,	OPR	Franklin, Erin Elaine (Erin)	4733 W 76th St	Chicago	60652	773-284-272
,	OPR	Galati, Joshua W. (Josh)	3246 W Addison St	Chicago		312-222-134
	OPR	Groom, Emily Michelle (Emily)	713 S Seeley Ave	Chicago		312-858-528
_	OPR	Pulgine, Anthony Nicholas (Nick)	3500 N Clark St	Chicago		312-319-444
	OPR	Silich, Steven Andrew (Steve)	30 E Chicago Ave	Chicago		312-266-888
,	OPR	Steen, Layne Elizabeth (Layne)	122 S Michigan Ave	Chicago		312-360-164
	OPR	Velazquez, Pablo (Pablo)	177 N State St	Chicago		312-419-152
,	TMP	Carruth, Seth	500 N Michigan Ave Ste 140	Chicago Pidgo		312-285-269
,	OPR	Espin, Chelsea Seanna (Chelsea)	9600 Ridgeland Ave	Chicago Ridge	60415-2609	630-999-822
,	TMP	Summers, Ryan J	6007 S La Grange Rd	Countryside	60525-4069	708-482-752
,	OPR	Pena-Rogers, Ximena (Ximena)	13050 S Cicero	Crestwood	60418	708-215-266
,	OPR	Deutscher, Roger Allen II (Roger)	4812 Northwest Hwy	Crystal Lake	60014-7327	815-444-861
,	OPR	Rhodes, Joseph Robert (Joe)	75 S Waukegan Rd	Deerfield Fact Page in		847-272-847
,	OPR	Dugger, Mark Robert (Mark)	250 W Washington St	East Peoria		309-694-104
,	OPR	Brunner, Phillip C. (Phillip)	2319 Troy Rd	Edwardsville		618-391-056
	OPR	Tuttle, Philip Andrew (Phil)	1110 S Randall Rd	Elgin	60123-4109	888-695-059
,	OPR	Vaught, Sara E. (Sara)	235 South IL Route 83	Elmhurst		630-279-226
_	OPR	Holmes, David J. (Dave)	6203 N Illinois St	Fairview Heights		618-397-220
	OPR	Lark, Lamarr K. (Lamarr)	6550 Grand Ave	Gurnee	60031-1621 60430-2041	847-782-929- 708-798-255
,	OPR	Wasson, Skyler Ridge (Skyler)	17450 Halsted St	Homewood		
	OPR	Yoder, Kristopher Eugene (Kris)	2705 Plainfield Rd	Joliet Wildow		815-577-899
,	OPR	Ordeanu, Allen Albert (Allen)	20429 N Rand Rd	Kildeer	60047	847-438-860
	OPR	Terhune, David Walter Jr. (Dave)	717 E Butterfield Rd	Lombard Machagnay Park		630-586-083
_	TMP	Lipscomb, Christopher Phodos, Motthoy, John (Mott)	1505 West Lane Road	Machesney Park		815-977-437
	OPR	Rhodes, Matthew John (Matt)	2 Winston Plz	Melrose Park		708-345-239 309-797-160
	OPR	Fraley, Jared M. (Jared)	3831 41st Avenue Dr	Moline Mount Program		
	OPR	Bhala, Vikas (Vikas)	950 N Elmhurst Rd	Mount Prospect		833-637-887
	OPR	Meier, Robert William (Rob)	5650 W Touhy Ave			t
	OPR OPR	Morris, Jonathan David (Jon) Whitefoot, Justin Brent (Justin)	8575 West Golf Road	Niles Normal	60714	300 268 050
,	OPR	` '	101 S Veterans Pkwy 4512 N Harlem Ave	Norridge		309-268-950 708-390-875
	OPR	Clinton, Hunter Brandon (Hunter) Botero, Alvaro H. (Alvaro)				
	1	` '	7201 W Cermak Rd			708-442-700
_	OPR OPR	Skarin, Kevin A. (Kevin)	15605 S La Grange Rd 2740 Us Highway 34	Orland Park		708-460-466 630-554-861
	_	Caraba Chit, Raluca Sanda (Luca)	<u> </u>	Oswego		
	OPR	Holzaepfel, Ali Renee (Ali)	4518 N Sterling Ave	Peoria Rockford		309-682-624
	OPR	Everett, Philip Arthur (Philip)	280 N Perryville Rd			815-381-101
	OPR OPR	Saylor, Daryl Lee (Daryl) Saylor, Daryl Lee (Daryl)	90 Barrington Rd 935 E Golf Rd	Schaumburg Schaumburg		847-798-142- 847-517-117
_	OPR	Kim, Michael S. (Mike)	9341 Skokie Blvd	Skokie Skokie		847-763-100
	OPR	· · ·		Skokie		224-357-110
	OPR	Kim, Michael S. (Mike) Freeman, Isaac David (Isaac)	3720 Touhy Ave 2431 Wabash Ave	Springfield		217-546-200
		i i				
	OPR OPR	Dahlenburg, Elizabeth A. (Beth) Tarbura, David Walter Ir. (Dava)	701 N Milwaukee Ave Ste 360	Vernon Hills Wheaton		847-247-800
	1	Terhune, David Walter Jr. (Dave)	301 E Loop Rd			630-668-835
1	OPR	Park, Hyung-Jin Douglas (Doug) Tincher Christopher Edward (Chris)	7101 Kingery Hwy	Willowbrook	60527-2274	630-455-442 317-451-400
	OPR	Tincher, Christopher Edward (Chris)	7606 East US Highway 36	Avon	46123 7082	1
1	OPR	Tincher, Christopher Edward (Chris)	10791 E Us Highway 36	Avon		317-271-776
	OPR	Key, Wesley Paul (Wes)	2856 E 3rd St Spc C-9	Bloomington		812-332-487
1	OPR	Key, Wesley Paul (Wes)	3020 E 3rd St	Bloomington		812-330-559
	OPR	Tate, Patrick Brian (Patrick)	14647 Thatcher Ln	Carmel		317-815-946
1	OPR	Williamson, Evan Scott (Evan)	9965 N Michigan Rd	Carmel		317-779-116
1	OPR	Haag, Bryan David (Bryan)	1320 Veterans Pkwy 1250 N National Rd	Clarksville Columbus	47129-7745 47201-5576	812-282-757

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
N	OPR	Dean, Deborah Jean (Debbie)	4400 W Lloyd Expy	Evansville	47712-6513	812-467-0629
V	OPR	Stierwalt, Jack Richard (Rich)	800 N Green River Rd	Evansville	47715-2471	812-477-9370
1	OPR	Stierwalt, Jack Richard (Rich)	7101 E Indiana St	Evansville	47715-9112	812-471-9203
1	OPR	Gibson, Anthony Joseph (Tony)	1725 Apple Glen Blvd	Fort Wayne	46804-1789	260-436-8203
1	OPR	Hoffman, Jeffrey Allen (Jeff)	182 W Coliseum Blvd	Fort Wayne	46805-1006	260-484-5880
1	OPR	Strength, Paul Wayne (PJ)	4201 Coldwater Rd	Fort Wayne	46805-1113	260-482-5993
1	OPR	Walburn, Cody Robert (Cody)	2203 N State St	Greenfield	46140-9084	317-588-3112
1	OPR	Johnson, Richard Ray (Rick)	1251 US Highway 31 N Ste C19	Greenwood	46142-4559	317-888-5473
V	OPR	Johnson, Richard Ray (Rick)	155 Marlin Dr	Greenwood	46142-1451	317-888-8100
N	OPR	Brown, Kevin Scott (Kevin)	10 E Washington St., Suite 100	Indianapolis	46204-3505	463-224-677
N	OPR	Burnette, Blake Ellis (Blake)	6020 E 82nd St Ste 1012	Indianapolis	46250-5516	317-537-2722
N	OPR	Hartman, Samuel Paul (Sam)	125 S. Pennsylvania Street	Indianapolis	46204	
V	OPR	Johnson, Richard Ray (Rick)	2020 E County Line Rd	Indianapolis	46227-6329	317-888-499
V	OPR	Leckrone, Lew Allen (Lew)	3360 W 86th St	Indianapolis	46268-1927	317-871-5330
V	OPR	Mosley, Jeffrey L. (Jeff)	3802 E 82nd St	Indianapolis	-	317-578-451
V	OPR	Mosley, Jeffrey L. (Jeff)	6231 N Keystone Ave	Indianapolis		317-257-720
N	OPR	Riggs, Brendan James (Brendan)	9961 E Washington St	Indianapolis	+	317-497-056
N	OPR	Sewell, Matthew David (Matt)	5240 E Southport Rd	Indianapolis		317-780-747
N	OPR	Carrico, Terry J. (Terry)	3549 E 10th St	Jeffersonville	<u> </u>	812-288-2020
V	OPR	DeYoung, Rachel Jean (Rachel)	50 N Creasy Ln	Lafayette	47905-4411	765-446-205
N	OPR	DeYoung, Rachel Jean (Rachel)	3929 Bonlou Court	Lafayette	47905-0722	765-771-7078
N	OPR	Carter, Tyler Matthew (Tyler)	2385 Southlake Mall	Merrillville	+	219-769-681
N	OPR	Wonderly, Kathy Jo (Kathy)	6501 Grape Rd	Mishawaka	<u> </u>	574-272-224
N	OPR	Wonderly, Kathy Jo (Kathy)	5517 N Main St	Mishawaka	+	574-277-0222
N	OPR	Sample, Craig S. (Craig)	511 W McGalliard Rd	Muncie	<u> </u>	765-747-400
N	OPR	Stockton, Daron Lee (Daron)	2225 State St	New Albany	+	812-542-686
N	OPR	Hartman, Samuel Paul (Sam)	16685 Mercantile Blvd	Noblesville	<u> </u>	317-773-410
N	OPR	Hartman, Samuel Paul (Sam)	14098 Bergen Blvd	Noblesville	+	317-776-406
N	OPR	Spires, Christopher Scott (Chris)	2687 E Main St	Plainfield	-	317-770-400
N	OPR	Knight, Justin D. (Justin)	315 US Highway 41	Schererville		219-274-227
N	OPR	Endres, Edward Richard Jr. (Edward)	4555 S Michigan St	South Bend		574-968-035
N N	OPR	Mueller, Julia Rose (Julia)		South Bend	+	
	+	· · ·	3703 Portage Ave			574-544-567
N_	OPR	McCloy, Katherine Lynn (Kathy)	3675 S US Highway 41	Terre Haute	1	812-232-367 219-266-485
N T	OPR	Hershberger, David John (David)	61 Silhavy Rd	Valparaiso	1	<u> </u>
N	OPR	DeYoung, Rachel Jean (Rachel)	401 N Russell St	West Lafayette		765-548-518
N	OPR	Moore, Daniel Christopher (Daniel)	763 E Tournament Trl	Westfield	<u> </u>	317-751-457
N	OPR	Kleine, Charles H. III (Charlie)	6240 East Whitestown Pkwy	Whitestown		317-769-355
S	OPR	White, Nathaniel Austin (Nate)	1818 N Rock Rd	Derby	67037-3728	316-788-106
S	TMP	Lamb, Bernadette	1809 E 17th Ave	Hutchinson	67501-1102	620-662-274
S	OPR	McGruder, James Travis (Travis)	10770 Parallel Pkwy	Kansas City	-	913-334-2442
S	OPR	Heitz, Justin William (Justin)	2735 Iowa St	Lawrence		785-842-1002
S	OPR	Severns, Andrew Carleton (Drew)	15919 W 87th Street Pkwy	Lenexa		913-227-0512
S	OPR	Seitz, Ruth Ellen (Ruthie)	636 Tuttle Creek Blvd	Manhattan		785-537-213
S	OPR	Swyden, Forrest (Forrest)	6039 Metcalf Ave	Mission	+	913-432-530
S	OPR	Rouse, Jeffrey Lee (Jeff)	12087 S Blackbob Rd	Olathe		913-829-760
S	OPR	Andrews, Dustin A. (Dustin)	11240 Nall Ave	Overland Park	+	913-522-461
S	OPR	Nassick, Derek Wayne (Derek)	9591 Metcalf Ave	Overland Park	66212-2217	913-341-265
S	OPR	Oberweather, Kylie Elizabeth (Kylie)	7500 W 135th St	Overland Park		913-814-0222
S	OPR	Taylor, Clarence E. Jr. II (C.T.)	9707 Quivira Rd	Overland Park		913-310-9222
S	OPR	Hubbard, Shawn Paul (Shawn)	2245 S 9th St	Salina	67401-7308	785-820-800
S	OPR	Lamison, Justin P. (Justin)	1625 SW Wanamaker Rd	Topeka	-	785-272-261
S	OPR	Lansdown, Jason Wayne (Jason)	10515 W 21st St N	Wichita	67205-1810	316-721-269
S	OPR	Lansdown, Jason Wayne (Jason)	7320 West Taft Street	Wichita	67209	316-729-269
S	OPR	Nelson, Andrew Scott (Andrew)	7990 E Central Ave	Wichita	67206-2158	316-683-2691

		CHICK-FIL-A RESTAURANT LISTING AS OF 12/31						
ζS	OPR	Nelson, Andrew Scott (Andrew)	2400 N Greenwich Rd	Wichita	67226	316-369-3600		
Y	OPR	Barfield, Steven W. (Steve)	410 River Hill Dr	Ashland	41101-7386	606-324-7469		
Y	OPR	Robinson, Andrew Douglas (Andy)	1766 Campbell Ln	Bowling Green	42104-1045	270-782-6807		
Y	OPR	Robinson, Andrew Douglas (Andy)	3162 Scottsville Rd	Bowling Green	42104-4416	270-599-0065		
Υ	OPR	Robinson, Andrew Douglas (Andy)	667 Campbell Lane	Bowling Green	42101-8994	270-306-4126		
Υ	OPR	Smith, Nathan Timothy (Nate)	295 May Blvd	Danville	40422	859-800-9838		
ζY	OPR	Flanagan, Christopher Scott (Chris)	1840 N Dixie Ave	Elizabethtown	42701-9493	270-982-1350		
ζY	OPR	Flanagan, Christopher Scott (Chris)	1034 Executive Dr	Elizabethtown	42701-1269	270-986-0124		
ΚY	OPR	DiChiara, Dustin Lee (Dustin)	8050 Mall Rd	Florence	41042-1412	859-594-4600		
ζY	OPR	Snider, Catherine S. (Cathy)	4980 Houston Rd	Florence	41042-4824	859-594-4800		
ζY	OPR	Linn, Brent Andrew (Brent)	3436 Madison Pike Route 17	Fort Wright	41017-9664	859-331-0276		
ΚY	OPR	Harper, Charles Stedman III (Chase)	1300 US Highway 127 S Ste F	Frankfort	40601-4395	502-234-5222		
ΚΥ	OPR	Dennard, John Brent (Brent)	101 Tiger Way	Georgetown	 	502-863-6767		
ζY	OPR	Thompson, Jeromy S. (Jeromy)	4250 Fort Campbell Blvd	Hopkinsville	42240-9113	270-890-0042		
ζY	OPR	Briggs, Matthew V. (Matt)	11801 Plantside Dr	Jeffersontown		502-212-0008		
ζY	OPR	Dennard, Blake Andrew (Blake)	4275 Harrodsburg Rd	Lexington		859-440-2033		
ΚΥ	OPR	Hall, David Gary (David)	295 W New Circle Rd	Lexington	1	859-904-9924		
ζY	OPR	Long, Roderick Allen (Roderick)	1863 Plaudit Pl	Lexington	40509-2429	859-543-0063		
ζY	OPR	Long, Roderick Allen (Roderick)	2299 Richmond Rd	Lexington		859-335-9856		
XΥ	OPR	Stryker, Jeffrey Earl (Jeff)	2514 Nicholasville Rd	Lexington	 	859-278-0003		
XΥ	OPR	Stryker, Jeffrey Earl (Jeff)	2025 Harrodsburg Rd	Lexington		859-373-0003		
XΥ	OPR	Turner, Joseph Michael (Joseph)	3401 Nicholasville Rd Ste Fc5a	Lexington	40503-3667	859-272-2614		
XY	OPR	Bowles, Lawrence Edward Jr. (Ed)	7901 Bardstown Rd	Louisville	1	502-231-1191		
	OPR			Louisville				
XY	+	Briggs, Matthew V. (Matt)	13313 Shelbyville Rd	+	.	502-253-0053		
XY	OPR	Carrico, Anthony J. (Tony)	2350 Shane Dr	Louisville		502-491-770		
XY ZV	OPR	Carrico, Anthony J. (Tony)	3420 Bardstown Rd	Louisville		502-459-0070		
KY	OPR	Childs, Micah Martin (Micah)	10501 Preston Hwy	Louisville	40229-2246	502.000.500		
XY	OPR	Childs, Micah Martin (Micah)	4925 Outer Loop	Louisville		502-969-5090		
XY	OPR	Ferree, Richard Michael (Richard)	962 Breckenridge Ln	Louisville		502-213-8460		
Υ	OPR	Fitzgerald, Ryan R. (Ryan)	6630 Dixie Hwy	Louisville	<u> </u>	502-935-6500		
KY	OPR	Smith, Bruce Timothy (Bruce)	7405 New La Grange Rd # B	Louisville	40222-4813	502-907-3335		
ζY	OPR	Smith, Bruce Timothy (Bruce)	10501 Westport Rd	Louisville	40241-1999	502-339-0505		
ΧY	OPR	Smith, Bruce Timothy (Bruce)	5000 Shelbyville Rd Ste 1630	Louisville		502-259-9484		
ζY	OPR	Smith, Bruce Timothy (Bruce)	5001 Shelbyville Rd	Louisville	40207-3307	502-894-8092		
Υ	OPR	Smith, Britton E. (Britton)	95 Carothers Rd	Newport	41071-2415	859-491-4232		
KY	OPR	Whiteman, Donald Mark (Mark)	4601 Frederica St	Owensboro	42301-7439	270-683-0907		
ζY	OPR	Pilgrim, Joshua Shane (Josh)	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	270-442-0461		
ζY	OPR	Riley, Mark Keenan (Mark)	5193 Hinkleville Rd	Paducah	42001-9667	270-444-6061		
ζY	OPR	Wells, Bradley Kyle (Kyle)	2072 Lantern Ridge Dr	Richmond	40475-6010	859-625-0388		
ΚY	OPR	Bohanon, Jessica Christen (Christen)	2400 S Highway 27	Somerset	42501-2934	606-252-1232		
ĹA	OPR	Anderson, Alyssa Camille (Alyssa)	3437 Masonic Dr	Alexandria	71301-3686	318-473-9681		
ĹΑ	OPR	Duncan, Clothilda Yvette (Yvette)	1300 MacArthur Dr	Alexandria	71301-4019	318-767-2327		
ĹΑ	OPR	Arton, Brad David (Brad)	3023 College Dr	Baton Rouge	70808-3118	225-929-6055		
ĹΑ	OPR	Gindi, Kerlous (Carlos)	6401 Bluebonnet Blvd Ste FC-10	Baton Rouge	70836-6401	225-892-9290		
ĹΑ	OPR	Mouton, John Berchmann III (John)	1919 Millerville Rd	Baton Rouge	70816-1406	225-272-4049		
A	OPR	Salomone, Gregory J. (Greg)	7055 Siegen Ln # 17	Baton Rouge	70809-4532	225-293-3993		
ĹΑ	OPR	Salomone, Gregory J. (Greg)	15055 Airline Hwy	Baton Rouge	70817-7306	225-752-663		
A	OPR	Teem, Corey Scott (Corey)	5919 Creek Centre Dr	Baton Rouge	70820-6003	225-960-2566		
A	OPR	Teem, Corey Scott (Corey)	1 N Stadium Rd	Baton Rouge	70893			
A	OPR	Roden, John Lee (John)	2601 Beene Blvd	Bossier City		318-746-2348		
ĹΑ	OPR	Gonzalez, Richard Duane (Rick)	912 N Highway 190	Covington	† 	985-867-8639		
LΑ	OPR	Nelson, Lauren Gonzalez (Lauren)	69280 Highway 21	Covington	<u> </u>	985-893-5092		
ĹΑ	OPR	Holifield, Jeffrey Robert (Jeffrey)	2341 S Range Ave	Denham Springs		225-791-4411		
	OPR	Salomone, Cody Matthew (Cody)	2119 W Highway 30	Gonzales		225-647-3464		

		CHICK-FIL-A RESTA				
LA	TMP	Zeller, Nathan	197 Westbank Expy Ste 1685	Gretna	70053-2507	504-513-745
Α	OPR	Pumilia, Joseph Gaspare II (Joe)	1925 SW Railroad Ave	Hammond	70403-6119	985-363-059
A	OPR	Pumilia, Joseph Gaspare II (Joe)	14150 Highway 190 W	Hammond	70401-2898	985-363-048
A	OPR	Ruiz, Luis Fernando (Fernando)	1128 Manhattan Blvd	Harvey	70058-4560	504-374-082
A	OPR	Lewis, Shannon L. (Shannon)	1741 Martin Luther King Jr Blvd	Houma	70360-2409	985-223-207
A	OPR	Lewis, Shannon L. (Shannon)	984 Grand Caillou Rd	Houma	70363-5707	985-601-293
A	OPR	Bergeron, Hannah Rose (Hannah)	1141 S Clearview Pkwy	Jefferson	70121-1033	504-733-300
A	OPR	Salomone, Christopher Michael (Chris)	2236 Veterans Blvd	Kenner	70062	504-469-230
A	OPR	Spraggins, Jasmine Colette (Jasmine)	1525 W Airline Hwy	La Place	70068-3758	985-244-754
A	OPR	Arton, John L. (John)	5725 Johnston St # A266	Lafayette	70503-5307	337-981-072
A	OPR	Arton, John L. (John)	101 Meadow Farm Rd	Lafayette	70508-7276	337-445-457
A	OPR	Arton, John L. (John)	5300 Johnston St	Lafayette	70503-5171	337-205-896
A	OPR	Milke, Austin Blake (Austin)	3205 Louisiana Ave	Lafayette	70501-1406	337-557-969
A	OPR	Griffin, David Brian (David)	3435 Nelson Rd	Lake Charles	70605-1209	337-479-800
A	OPR	Gonzalez, Richard Duane (Rick)	3585 Highway 190	Mandeville	70471-3138	
A	OPR	Ruiz, Luis Fernando (Fernando)	4951 Lapalco Blvd	Marrero	70072-4320	504-541-903
A	OPR	Carter, Joshua Hill (Josh)	3870 Veterans Memorial Blvd	Metairie	70002-5627	504-456-319
A	OPR	Jackson, Rosalyn L. (Rosalyn)	3301 Veterans Memorial Blvd Ste 78f	Metairie	70002-4854	504-832-178
A	OPR	Benson, David Alan (David)	4700 Millhaven Rd Ste 1098	Monroe		318-376-094
A	OPR	Gilley, Leigh Ann (Leigh Ann)	440 Keyser Ave	Natchitoches		318-228-915
A	OPR	Ausbrooks, Steven Keith (Steve)	1116 E Admiral Doyle Dr	New Iberia		337-255-984
A	OPR	Doernte, Anthony Diamond (Anthony)	1200 Poydras St	New Orleans	70113-1803	504-884-082
A	OPR	McLeish, Benjamin F. (Ben)	4068 Tulane Ave	New Orleans		504-276-282
A	OPR	Triplett, Sarah Watkins (Sarah)	4130 General Degaulle Dr	New Orleans	70131-8231	504-401-448
A	OPR	Cook, Camille Alene Pere (Camille)	1119 E. Landry St	Opelousas	70570	
A	OPR	Telford, Jeremy Lane (Jeremy)	1206 Maxwell Blvd	Ruston		318-251-847
ΔA	OPR	Petersen, Gregory Alan (Greg)	9122 Mansfield Rd	Shreveport		318-693-101
ΔA	OPR	Russell, John Brian (Brian)	7010 Youree Dr	Shreveport		318-797-400
LΑ	OPR	Perniciaro, Dominick Leon (Nick)	1645 Gause Blvd	Slidell		985-288-464
ΔA	OPR	Luna, Bailey Jean (Bailey)	314 N Canal Blvd	Thibodaux		985-645-643
ΔA	OPR	Benson, David Alan (David)	203 Thomas Rd	West Monroe	71291-7360	318-651-444
ΔA	OPR	Benson, David Alan (David)	911 Glenwood Dr	West Monroe		318-376-070
ИA	OPR	DeMichele-Rigoni, Matthew Allen (Matt)	569 Boylston St	Boston		617-702-484
ИA	OPR	Grier, Robert Lorne (Rob)	542 Westgate Dr	Brockton		508-559-157
ЛA	OPR	Mitchell, Daniel Jordan (Daniel)	75 Middlesex Turnpike	Burlington	01803	781-272-211
ИА ИА	OPR	Hewes, Robert (Robert)	501 Memorial Dr	Chicopee	01020-5036	413-592-450
ИA	OPR	Sargent, Chad Michael (Chad)	140 Providence Hwy	Dedham	02026-1809	781-320-812
/IA /IA	OPR	Gallagher, Julie Marie (Julie)	700 William S Canning Blvd	Fall River		508-504-884
/IA /IA	OPR	Parker, Mark R. (Mark)	359 Cochituate Rd	Framingham	02721-2393	508-875-040
/IA /IA	TMP	Alaboosi, Abdullah	1835 Washington St	Hanover		781-826-246
ЛA	OPR	Reissner, Annemarie F. (Annemarie)	155 Enterprise Rd	Hyannis		508-775-000
	OPR	Lawson, Michael S. (Mike)	36 Apex Dr	Marlborough	01752-1850	508-251-040
ЛА ЛА	OPR	Stoffel, Grant Edward (Grant)	73 Pleasant Valley St	Methuen	-	978-872-142
ЛА ЛА	1		210 Andover St			
	OPR	Diamond, Jordan Chase (Jordan)		Plymouth		978-977-074
//A	OPR	Lerner, Allen Philip (Allen)	49 Commerce Way	Plymouth		508-747-762
ΛΑ Λ	OPR	Williams, Jonas Randall (Jonas)	1100 Fall River Ave	Seekonk	02771-5942	508-336-439
1A	OPR	Apple, Christopher Earl (Chris)	252 Washington St			508-399-881
1A	OPR	Lawson, Michael S. (Mike)	286 Turnpike Rd	Westborough		508-366-840
1A	OPR	Rose, Michael F. (Mike)	375 Washington St	Woburn		781-939-317
1A	OPR	Spring, Christopher Albert (Chris)	80 Gold Star Blvd	Worcester		508-459-985
ID I	OPR	McFerren, Michael Gerard (Michael)	1001 Beards Hill Rd	Aberdeen		410-272-229
1D	OPR	McFerren, Michael Gerard (Michael)	408 Constant Friendship Blvd	Abingdon		410-569-315
ΛD	OPR	Edmonds, Michael Neal (Michael)	1035 Annapolis Mall 2025 Somerville Rd	Annapolis	21401-3062	410-266-672

		CHICK-FIL-A RESTA				
MD	OPR	Schenck, William Christopher (Chris)	101 College Pkwy	Arnold	21012-1857	410-777-216
MD	OPR	Alderson, Danielle Gwendolyn (Danielle)	7907 Eastern Ave	Baltimore	21224-2141	410-288-221
1D	OPR	Barge, William James III (William)	6975 Security Blvd	Baltimore	21244	
ИD	OPR	Butler, Amanda Hanes (Amanda)	400 E Pratt St	Baltimore	 	410-244-612
ИD	OPR	Butler, Amanda Hanes (Amanda)	3809 Boston St	Baltimore	21224-5714	410-276-051
ИD	OPR	Greene, John R. Jr. (Johnie)	3599 Washington Blvd	Baltimore	21227-1625	410-737-817
MD	OPR	Hotek, Elias John (Elias)	8200 Perry Hall Blvd	Baltimore	21236-4901	410-931-864
MD	OPR	Ly, Hung Q. (Hung)	8867 Belair Rd	Baltimore	21236-2404	410-248-140
MD	OPR	Pavlosky, Stephen J. (Steve)	5198 Campbell Blvd	Baltimore	21236-5030	410-931-003
MD	OPR	Eastep, Charles Randall Jr. (Randy)	408 Baltimore Pike	Bel Air	21014-4304	410-638-007
MD	OPR	Burgess, Tiffany Denise (Tiffany)	7101 Democracy Blvd Spc 2122	Bethesda	20817-1067	301-365-676
MD	OPR	Frey, William Spencer (Spencer)	10631 Martin Luther King Jr Hwy	Bowie	20720-4217	301-805-988
MD	OPR	Herold, Robert Edward (Rob)	15505 Annapolis Rd	Bowie	20715-3003	301-781-611
ИD	OPR	Pittman, LaVance J. (Vance)	2027 Saint Josephs Dr	Bowie	20721-1890	301-263-671
ИD	OPR	Snyder, Monica A. (Monica)	16503 Ballpark Rd	Bowie	20716-3681	301-860-121
ИD	OPR	Patrylo, Ryan D. (Ryan)	16003 Crain Hwy	Brandywine	20613-8082	301-782-403
MD	OPR	Witte, Stephanie Stearns (Stephanie)	45150 First Colony Way	California	20619-2415	301-862-101
МD	OPR	Albert, Philip C. (Christian)	705 Cambridge Marketplace	Cambridge	21613-2531	443-249-237
ИD	OPR	Singletary, Keith Nathaniel Sr. (Keith)	9121 Alaking Ct	Capitol Heights	20743-5041	301-324-951
ИD	OPR	Barge, William James III (William)	5668 Baltimore National Pike	Catonsville	21228-1401	410-788-406
MD	OPR	David, Christopher Michael (Chris)	1845 Main St	Chester	21619-2605	410-643-690
MD	OPR	Jones, Nicholas Martin (Nick)	6395 10 Oaks Rd	Clarksville	21029-1104	410-531-193
MD	OPR	Patrylo, Ryan D. (Ryan)	8813 Woodyard Rd	Clinton		301-856-383
ИD	OPR	Hutton, Michael Allen (Mike)	10142 York Rd	Cockeysville	†	410-667-199
ИD	TMP	Watson, Daniel	7242 Baltimore Ave	College Park	20740-3204	240-696-288
ИD	OPR	Dinoto, Joseph Michael Sr. (Joe)	4905 Executive Park Dr	Columbia		410-992-020
MD	OPR	Dinoto, Joseph Michael Sr. (Joe)	6375 Dobbin Rd	Columbia		410-715-110
MD	OPR	Lohr, Matthew David (Matt)		Columbia		410-730-995
MD	TMP	Oakley, Joseph Aaron	221 Williams St	Cumberland	.	301-722-008
MD	OPR	Harvey, Trevelle D. (Trevelle)	5502 Silver Hill Rd	District Heights		
MD	OPR	Gibson, Matthew R. (Matt)	28632 Marlboro Ave	Easton	21601-2793	410-820-652
MD	OPR	Edmonds, Michael Neal (Michael)	3220 Solomons Island Rd	Edgewater	<u> </u>	410-956-040
MD	OPR	McAuliffe, Thomas Francis (Tom)	6032 Sykesville Rd	Eldersburg	<u> </u>	410-552-035
MD	OPR	Marcus, Harry Vicilious Jr. (Harry)	1100 E Pulaski Hwy	Elkton		410-392-949
MD	OPR	Eastep, Charles Randall Jr. (Randy)	1980 Rock Spring Rd	Forest Hill	<u> </u>	410-838-333
MD	OPR	Crunkilton, Aaron W. (Aaron)	5501 Urbana Pike	Frederick	21704-7277	301-668-535
MD	OPR	Sones, Dwight Conrad (Dwight)	2401 Monocacy Blvd	Frederick		240-529-140
MD	OPR	Munguia, Mayrin Calcano (Mayrin)	104 Main St	Gaithersburg	20878-5573	240-329-140
MD	OPR	Munguia, Richard Mike (Richard)	705 Progress Way	Gaithersburg	20879-3134	240-031-901
MD	OPR	Smith, Brian Paul (Brian)	2615 Brandermill Blvd	Gambrills		410-451-716
MD	OPR	Smith, Brian Paul (Brian) Smith, Brian Paul (Brian)	2691 Carver Rd	Gambrills	1	410-431-710
	OPR	Anderson, Kayla Marie Smith (Kayla)	19945 Century Blvd	Germantown	20874-7120	240-686-111
MD	OPR	McGrath, William Kenneth (Billy)	6709 Ritchie Hwy	Glen Burnie	21061-2318	410-590-948
MD MD	OPR		·		21740	†
		Scott, Randy Duane (Randy)	10510 Vida Drive	Hagerstown		301-745-653
MD	OPR	Scott, Randy Duane (Randy)	1680 Wesel Blvd	Hagerstown	21740-5387	301-393-375
MD MD	OPR	Dinoto, Joseph Michael Jr. (Joe)	7055 Arundel Mills Cir	Hanover	21076-1387	410-799-281
MD MD	OPR	Hutton, Michael Allen (Mike)	6 Hyland Ave	Hunt Valley	21030-1395	410-771-123
MD	OPR	Chesson, Jessie Adele (Jessie)	6150 Annapolis Rd	Hyattsville		301-341-002
MD	OPR	Flatley, John Joseph Jr. (John)	107 Drury Dr	La Plata	<u> </u>	301-934-382
MD	OPR	Singletary, Keith Nathaniel Sr. (Keith)	1040 Shoppers Way	Largo		301-333-198
ИD	OPR	Dinoto, Christopher Michael (Chris)	3366 Corridor Market Place	Laurel	<u> </u>	301-483-646
ИD	OPR	Dinoto, Christopher Michael (Chris)	13600 Baltimore Ave Ste 600	Laurel	20707-9498	301-483-644
MD	OPR	Plank, Richard Owen (Richard)	10975 Johns Hopkins Rd	Laurel	20723-6002	301-497-449

		CHICK-FIL-A RESTA	URANT LISTING	AS OF	12/31/2	23
MD	OPR	McGrath, William Kenneth (Billy)	1610 W Nursery Rd	Linthicum Heigh	21090-2290	410-859-2300
MD	OPR	Honbarrier, Douglas Robert (Doug)	1202 Martin Blvd	Middle River	21220-4148	410-686-5858
MD	OPR	Bearinger, Jason David (Jason)	1705 Ridgeside Dr	Mount Airy	21771-5387	301-818-0199
MD	OPR	Caudill, Hunter Shope (Hunter)	12901 Ocean Gtwy	Ocean City	21842-9505	410-213-1825
MD	OPR	Duncan, Arlington Steven (Arlington)	18115 Georgia Ave	Olney	20832-1401	301-774-6490
MD	OPR	Johnson, William Sean (Sean)	10480 Owings Mills Blvd	Owings Mills	21117-7810	443-394-6070
MD	OPR	Xiong, Keng Kue (Paul)	10170 Reisterstown Rd	Owings Mills	21117-3815	410-363-3014
MD	OPR	Ly, Hung Q. (Hung)	2008 E Joppa Rd	Parkville	21234-2802	410-668-2444
MD	OPR	Cozadd, Patrick Allen (Patrick)	8110 Jumpers Hole Rd	Pasadena	21122-1082	410-760-2697
MD	OPR	Smith, Todd Alan (Todd)	806 Solomons Island Rd N	Prince Frederick	20678-3919	443-968-3939
MD	OPR	Kellner, Brian Christopher (Brian)	12001 Reisterstown Rd	Reisterstown	21136-3052	410-526-3863
MD	OPR	Burgess, Tiffany Denise (Tiffany)	12001 Rockville Pike	Rockville	20852-1603	301-881-1726
MD	OPR	Wood, John Bradshaw II (Brad)	1401 Research Blvd	Rockville		301-251-4000
MD	OPR	Gibson, Robert Ernest III (Rob)	2736 N Salisbury Blvd	Salisbury		410-543-0206
	OPR	Gibson, Robert Ernest III (Rob)	2300 N Salisbury Blvd Ste G115	Salisbury		410-543-8535
	OPR	Dinoto, Joseph Michael Jr. (Joe)	7831 Quarterfield Park Road	Severn	21144	410-969-8272
	OPR	Schenck, William Christopher (Chris)	511 Ritchie Hwy	Severna Park		410-647-6232
	OPR	Oyeniya, Atinuke A (Tina)	12289 Tech Rd	Silver Spring		301-960-1195
	OPR	Parker, Terrance M. (T.J.)	825 Ellsworth Dr Lot D1-A	Silver Spring		301-588-2915
	OPR	Martz, Natalie Kay (Natalie)	825 Dulaney Valley Rd Ste 3285	Towson		410-296-4950
	OPR	Weikel, Kenneth Franklin (Ken)	3710 Crain Highway	Waldorf	20603	240-210-8797
	OPR	Weikel, Kenneth Franklin (Ken)	3365 Crain Hwy	Waldorf	20603	301-632-9776
		` '	·			
	OPR	McDaniel, Phillip Jason (P.J.)	144 Englar Rd	Westminster		410-871-2752
	OPR	Schultz, Todd (Todd)	605 Stillwater Ave	Bangor		207-262-3725
	OPR	Terrell, James Bradley (Brad)	94 Rock Row	Westbrook		207-550-2161
	OPR	Lunsford, Bradley Christopher (Brad)	3355 Fairlane Dr	Allen Park		313-982-9926
	OPR	DeKoekkoek, Tyler James (Tyler)	6083 B Dr N	Battle Creek	-	269-468-5454
	OPR	McKay, Gregory Allen (Greg)	3140 Miller Road	Flint	48507	810-292-0830
	OPR	Ochsner, Jamie Noel (Jamie)	5525 28th St SE	Grand Rapids		616-600-1437
	OPR	Ochsner, Jamie Noel (Jamie)	2750 E Beltline Ave SE	Grand Rapids		616-464-2697
	OPR	Shane, Todd Alan (Todd)	3461 Alpine Ave NW	Grand Rapids		616-327-8046
	OPR	Spurlin, Richard B. (Brad)	1545 Edgeknoll Dr SE	Grand Rapids		616-656-6000
	OPR	Page, Shaun Jacob (Shaun)	2332 N Park Dr	Holland	 	616-355-9933
MI	OPR	Rashid, Idris Yasin Abdur (Idris)	4748 W Main St	Kalamazoo	49006-2688	269-337-1880
MI	OPR	McNerney, Katherine Ann (Kate)	5617 W Saginaw Hwy	Lansing	48917-2456	517-321-7800
MI	OPR	Brown, Vikki Hardy (Vikki)	11700 Middlebelt Rd	Livonia	48150-2389	734-744-3337
MI	OPR	Schultes, Dustin Cody (Dustin)	2071 N Telegraph Rd	Monroe	48162-8947	734-344-4446
MI	OPR	Whitsel, Philip Ryan (Phil)	20135 Haggerty Rd	Northville	48167-1999	248-465-0065
MI	OPR	Lewis, Matthew Kenneth (Matt)	5607 Harvey St	Norton Shores	49444-7735	231-799-0107
MI	OPR	Killian, Michael A. II (Michael)	27750 Novi Rd	Novi	48377-3422	248-993-0025
MI	OPR	Biggee, Nicholas C. (Nick)	2075 W Grand River Ave	Okemos	48864-1706	855-692-7474
	OPR	Rashid, Idris Yasin Abdur (Idris)	6202 S Westnedge Ave	Portage		269-327-0877
	OPR	Sampier, Dennis George (Dennis)	13811 Hall Rd	Shelby Township		248-707-2695
	OPR	Leverett, Matthew Lamar (Matthew)	28588 Telegraph Rd	Southfield	48034-7505	248-480-7912
	OPR	Sautter, Anthony Joseph (Anthony)	22250 Eureka Rd	Taylor	48180-5233	
	OPR	Ramsey, Christopher J. (Chris)	2700 N US Highway 31 S	Traverse City		231-493-8881
	OPR	Engstrom, Kacey Lynn (Kacey)	2800 W Big Beaver Rd Ste Y-323	Troy		248-930-0135
	OPR	Hiller, Timothy Daniel (Tim)	356 Wilson Ave NW	Walker		616-453-7045
	OPR	•	+	Woodhaven		
		Gibson, Cody Mitchell (Cody)	20200 West Rd			734-308-8736
	OPR	Jay, Kristen Booher (Kristen)	700 54th St SW	Wyoming		616-534-2961
	OPR	Blanch, Ryan Joseph (Ryan)	7480 153rd St W	Apple Valley		952-431-4445
	OPR	Wilson, Alexander Melvin (Alex)	3855 Lexington Ave N	Arden Hills	55126-2936	763-438-7095
	OPR	McLaughlin, Alexander Maurice (Alex)	12331 Ulysses St NE	Blaine	55434	763-225-1685
MN	TMP	Goldbranson, Elijah	595 Northtown Dr NE	Blaine	55434-1044	763-786-5389

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
MN	OPR	Dorsett, Nathan Reid (Reid)	354 Central Pkwy	Bloomington	55425-2570	952-854-155
MN	OPR	Dorsett, Nathan Reid (Reid)	2500 W 79th St	Bloomington	55431-1280	952-888-048
ſΝ	OPR	Luffman, Brandon Kyle (Brandon)	9751 Xenia Ave N	Brooklyn Park	55443-2384	763-315-101
IN	OPR	Johnson, Andrew Vern (Andrew)	1200 County Road 42 W	Burnsville	55337-4431	952-898-341
ΛN	OPR	Armstrong, Andrew James (Andrew)	445 W 79th St	Chanhassen	55317-4505	952-937-755
ΛN	OPR	McLaughlin, Alexander Maurice (Alex)	3590 River Rapids Dr NW	Coon Rapids	55448-4100	763-323-997
ΜN	OPR	Murad, Nicholas Joseph (Nick)	3420 Promenade Ave	Eagan	55123-4404	651-686-004
ΛN	OPR	Armstrong, Andrew James (Andrew)	12350 Castlemoor Drive	Eden Prairie	55344	952-247-404
ИN	OPR	Christman, Nancy Lynn (Nancy)	11820 Fountains Way	Maple Grove	55369-7203	763-307-037
ΜN	OPR	Wright, Jonathan Maxwell (Jonathan)	3045 White Bear Ave N	Maplewood	55109-1309	651-777-232
ΛN	OPR	Watts, Kevin Thomas (Kevin)	615 Washington Ave SE	Minneapolis	55414-2931	612-643-977
ΜN	OPR	Peterson, Scott Erik (Scott)	3005 Harbor Ln N	Plymouth	55447-5103	763-317-920
ΛN	OPR	Stockdale, Matthew James (Matt)	1201 Broadway Ave S	Rochester	55904-3862	507-289-266
ΛN	OPR	Wilson, Alexander Melvin (Alex)	2090 Snelling Ave N	Roseville	55113-6001	651-636-014
ΛN	OPR	Marshall, Roger Douglas (Doug)	4185 W Division St	Saint Cloud	56301-3740	320-251-166
ΛN	OPR	Lee, Caleb Gay (Caleb)	8020 Highway 7	Saint Louis Park	†	
ЛN	OPR	MacDonald, Simeon Aaron (Simeon)	1770 Robert St S	West Saint Paul	1	651-457-299
ΜN	OPR	Lee, Robert Earl (Bob)	6939 Valley Creek Rd	Woodbury	55125-2227	651-731-522
ЛО	OPR	Neel, Shane Ryan (Shane)	1 Arnold Mall	Arnold	63010-2223	636-287-981
ИO	OPR	Jackley, Brandon Douglas (Brandon)	951 NE Coronado Dr	Blue Springs	 	816-220-232
ИO	OPR	Hutcheson, Daniel Kevin (Kevin)	2915 W 76 Country Blvd	Branson	65616-2173	417-201-431
ИО	OPR	Hutcheson, Daniel Kevin (Kevin)	607 W Main St	Branson	65616-2720	417-334-272
ИО	OPR	Gutherz, Robert John (Bob)	8590 Eager Rd	Brentwood		314-968-540
ИО	OPR	Anthony, Todd Michael (Todd)	12450 Saint Charles Rock Rd	Bridgeton	63044-2506	311 700 310
MO	OPR	House, Brian Keith (Brian)	3333 Gordonville Rd	Cape Girardeau		573-651-460
MO	OPR	Greene, Jeffrey Adams (Jeff)	17365 Chesterfield Airport Rd	Chesterfield	 	636-536-693
MO	OPR	Van Voorn, Thomas Edward (Tom)	305 N Stadium Blvd	Columbia		573-445-662
MO	OPR	Bruce, Devin Taylor (Devin)	12398 Olive Blvd	Creve Coeur		314-314-631
MO	OPR	Bruce, James David (David)	11997 Manchester Rd	Des Peres	 	314-314-031
MO	OPR	Bruce, James David (David) Bruce, James David (David)	184 W County Ctr Spc N	Des Peres Des Peres		314-821-343
MO	OPR	Johnson, Anthony Paul (Tony)	304 Clarkson Rd	Ellisville	63011-2222	636-527-001
	OPR			Florissant		030-327-001
MO	_	Fox, Latasha Lynn (Tasha)	3159 N Highway 67		63033-1602	016 705 777
MO	OPR	Andersen, Lloyd (Lloyd)	18785 E 39th St S	Independence		816-795-777
MO MO	OPR	Stevens, Dennis Adam (Dennis)	3407 Missouri Blvd	Jefferson City	 	573-638-015
MO MO	OPR	Starkweather, Richard Eugene (Rick)	3509 S Range Line Rd	Joplin	64804-4432	417-553-200
MO	OPR	Starkweather, Richard Eugene (Rick)	101 N Range Line Rd	Joplin	 	417-781-712
MO	OPR	Starkweather, Richard Eugene (Rick)	2127 S Range Line Rd	Joplin	 	417-781-600
МО	OPR	Gallawa, Andrew Peter (Andy)	6501 NW Barry Rd	Kansas City	 	816-587-041
Ю	OPR	Swyden, Forrest (Forrest)	8551 State Line Rd	Kansas City	64114-2723	816-361-880
MO	OPR	Pierce, Cody ONeal (Cody)	8280 Old Highway N	Lake Saint Louis		
ИO	OPR	Spencer, Lance McCoy (Lance)	690 NW Blue Pkwy	Lees Summit	 	816-246-294
MO	OPR	Hoffman, Jon David (Jon)	110 N Conistor Ln	Liberty	-	816-415-221
MO	OPR	Griffin, Carter Jonathan (Carter)	12607 Dorsett Rd	Maryland Heigh		
ИO	OPR	Noel, Michael E. (Mike)	2106 Highway K	O Fallon	63368-7930	636-272-534
ИO	OPR	Berry, Dakota Michael (Dakota)	2020 Zumbehl Rd	Saint Charles	63303-2722	
ИO	OPR	Schenk, Jacob Lynn (Jake)	5303 N Belt Hwy	Saint Joseph	+	816-232-550
Ю	OPR	Benting, Eric Tyson (Eric)	10706 Sunset Hills Plz	Saint Louis	 	314-822-950
ИΟ	OPR	Pyatt, Nick Allen (Nick)	3801 Hampton Ave	Saint Louis	63109-1410	
1O	OPR	Torres, Christopher Louis (Chris)	4125 Lemay Ferry Rd	Saint Louis	63129-1859	314-845-349
ИΟ	OPR	Simmonds, Mark Edward (Mark)	6180 Mid Rivers Mall Dr	Saint Peters	63304-1101	636-447-388
ИΟ	OPR	Heberlie, Brian Joseph (Brian)	2355 N Glenstone Ave	Springfield	65803-4649	417-427-257
ЛΟ	OPR	Heberlie, Brian Joseph (Brian)	425 W Sunshine St	Springfield	65807-2433	417-866-423
ИO	OPR	Lowery, Stephen David (Steve)	3700 S Glenstone Ave	Springfield	65804-4416	417-890-580
	OPR	Lynch, Christopher Kent (Chris)	2825 S Glenstone Ave Ste Vc-11	Springfield		417-883-227

		CHICK-FIL-A REST	AURANT LISTING	AS OF	<u>12/31/2</u>	23
MO	OPR	Craig, Timothy Lamont Jr (Tim)	8637 Olive Blvd	St. Louis	63132	314-370-6946
10	OPR	Swindler, Robert S. (Scott)	1918 Wentzville Pkwy	Wentzville	63385-3453	636-639-2357
1S	OPR	Bartels, Ralph A. II (Ralph)	2600 Beach Blvd	Biloxi	39531-4600	228-388-2648
1S	OPR	Hayes, Frank Keys (Keys)	201 Disotell Blvd	Brandon	39042-7022	601-939-9171
1S	OPR	Tucker, Morgan Brooke (Morgan)	401 Handley Blvd Ste A	Byram	39272-8979	769-251-5970
1S	OPR	Osborne, Edmond McNeil (Neil)	952 Highway 80 E	Clinton	39056-5203	601-924-8892
ЛS	OPR	Cofield, Brittany Day (Brittany)	528 18th Ave N	Columbus	39705-2283	662-329-5979
1S	OPR	Rogers, David Michael (David)	1600 Highway 72 E	Corinth	38834-6528	662-284-4688
ЛS	OPR	Benson, Robert Max (Max)	3842 Promenade Pkwy	Diberville	39540-5364	228-392-1892
ЛS	OPR	Hayes, Frank Keys (Keys)	274 Dogwood Blvd	Flowood	39232-8602	601-992-2554
ЛS	OPR	Miller, Avery Jamal (Avery)	1647 Hwy 1 S	Greenville	38701-7803	662-913-818
ЛS	OPR	McKlveen, Christopher Todd (Chris)	11001 Highway 49	Gulfport	39503-4111	228-831-9599
ЛS	OPR	Munger, Jonathan Michael (Jon)	6051 US 49	Hattiesburg	39401	601-952-3449
ЛS	OPR	Munger, Jonathan Michael (Jon)	6099 U S Highway 98	Hattiesburg	39402-9456	601-579-9119
ЛS	OPR	Hayes, Frank Keys (Keys)	1350 E Woodrow Wilson Ave	Jackson	39216-5112	769-572-710
ЛS	OPR	Hodges, Ian Bowles (Ian)	210 E Capitol St	Jackson	39201-2306	601-352-145
ЛS	OPR	Perdue, Scott Felton (Scott)	1065 E County Line Rd	Jackson	39211-1851	601-991-326
ЛS	OPR	Pickering, Brittney Nicole (Brittney)	1138 Highway 15 N	Laurel	39440-2650	601-425-199
1S	OPR	Rosson, Chris C. (Chris)	1873 Main St	Madison	39110-6382	601-898-233
ЛS	OPR	Lindsey, Mark Edward (Mark)	106 Edgewood Dr	Mc Comb	39648-2043	
ИS	OPR	Russell, Brian Talmadge (Brian)	109 S Frontage Rd	Meridian	39301-6110	601-581-147
ЛS	OPR	Paulsen, Brandon David (Brandon)	8101 Camp Creek Rd	Olive Branch	38654-1612	662-890-269
ЛS	OPR	Reed, Lance William (Lance)	2307 Jackson Ave W	Oxford	38655-5417	662-232-878
1S	OPR	Johnson, Chasity Annah (Annah)	1156 Evelyn Gandy Pkwy	Petal	39465-3947	601-340-975
1S	OPR	Miller, Kevin Lee (Kevin)	1200 E County Line Rd Ste 232	Ridgeland	39157-1942	601-957-328
1S	OPR	Rosson, Chris C. (Chris)	685 Highland Colony Pkwy	Ridgeland	39157-8720	601-348-015
ЛS	OPR	Davidson, Stuart Neil (Stuart)	235 Goodman Rd W	Southaven	38671-9408	662-349-358
ЛS	OPR	Paulsen, Brandon David (Brandon)	6885 Getwell Rd	Southaven	38672-6390	662-772-586
ИS	OPR	Rogers, Jonathan S. (Jonathan)	701 Highway 12 E	Starkville	39759-3808	662-324-446
ЛS	OPR	Finley, James H. Jr. (Jamey)	908 Barnes Crossing Rd	Tupelo		662-844-127
ЛS	OPR	Locke, Taylor Andrew (Taylor)	1001 Barnes Crossing Rd Ste 14	Tupelo	38804-0902	662-844-961
ЛS	OPR	Jones, Nicholas Grady (Nick)	3403 Halls Ferry Rd	Vicksburg	39180-5503	601-661-000
ИΤ	OPR	Lewis, Donald Leroy III (Lee)	670 S 24th St W	Billings		406-970-001
ЛT	OPR	Meadows, Casey Len (Casey)	35 Treeline Rd	Kalispell	_	406-752-371
ЛT	OPR	Lovette, Jonathan David (Jonathan)	2880 N Reserve St	Missoula	59808-1308	406-312-240
IC	OPR	Corbett, Eric Steven (Eric)	265 Turner St	Aberdeen	28315-2364	910-637-820
IC	OPR	Moore, David Keith (David)	260 NC-801 N	Advance	27006-7944	336-306-569
IC	OPR	Bruce, Tyler Matthew (Tyler)	625 NC Hwy 24/27 byp E	Albemarle	28001	704-983-278
IC	OPR	Holmes, Anthony Victor (Tony)	1110 Beaver Creek Commons Dr	Apex	27502-3919	919-303-237
IC	OPR	Strole, Bryan James (Bryan)	130 Airport Rd	Arden	28704-8516	828-483-626
IC	OPR	Ramsey, Samuel Keith (Sam)	1212 E Dixie Dr	Asheboro		336-633-130
IC	OPR	Ramsey, Samuel Keith (Sam)	425 Randolph Mall	Asheboro		336-626-668
IC	OPR	Leatherwood, Nicholas Brian (Nick)	139 Smokey Park Hwy	Asheville	28806-1138	828-667-977
IC	OPR	Meadows, Lawrence Irvin (Larry)	1832 Hendersonville Rd	Asheville	28803-3207	828-277-991
IC	OPR	Meadows, Lawrence Irvin (Larry)	21 Peaks Center Ln	Asheville	28805-0055	828-298-257
IC	OPR	Sellers, Joel Michael II (Joel)	170 Merrimon Ave	Asheville		828-253-220
IC	OPR	Gilbert, Natasha Tamara (Natasha)	801 Park St	Belmont	28012-2765	704-825-860
IC	OPR	Gilbert, Natasha Tamara (Natasha)	925 S Point Rd	Belmont		704-800-525
IC	OPR	Fogleman, Terese O. (Terese)	2082 Blowing Rock Rd	Boone	28607-6152	828-264-466
IC	OPR	Willis, Michael Shawn (Shawn)	3102 Garden Rd	Burlington		336-584-305
IC IC	OPR	Willis, Michael Shawn (Shawn)	1477 University Dr	Burlington		336-584-089
IC	OPR	Butts, David B. (Dave)	1803 N Harrison Ave	Cary	27513-2408	919-678-144
IC IC	OPR	Caffrey, Charles Andrew (Drew)	411 Colonades Way		27513-2408	919-678-1442
··	OFK	Holcombe, Richard Garland (Rick)	1000 Valleystone Dr	Cary	2/310-/0/1	717-010-022

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23							
NC	OPR	Junkins, Paul R. (Paul)	1815 Walnut St	Cary	27518-9201	919-233-169	
IC.	OPR	Phillips, Amanda Lauer (Amanda)	7107 Okelly Chapel Rd	Cary	27519-6849	919-466-952	
C	OPR	Culberson, Samuel Dwain (Sammy)	101 Village Center Dr	Chapel Hill	27516-7189	919-869-774	
C	OPR	Bingham, Charles DuPre (DuPre)	8411 Northlake Commons Blvd	Charlotte	28216-2268	704-599-233	
IC	OPR	Bingham, Charles DuPre (DuPre)	3821 Corning Pl	Charlotte	28216-1224	704-395-200	
IC	OPR	Cestrone, Peter Andrew (Peter)	1001 Blythe Blvd	Charlotte	28203-5866	704-355-590	
IC	OPR	Cestrone, Peter Andrew (Peter)	14111 Rivergate Pkwy	Charlotte	28273-8872	704-504-848	
IC	OPR	Cestrone, Peter Andrew (Peter)	8032 S Tryon St	Charlotte	28273-3324	704-504-123	
IC	OPR	Crain, James Thomas III (Jim)	4400 Sharon Rd # VC06	Charlotte	28211-3531	704-364-577	
IC	OPR	Harakas, Andre George (Andre)	101 S Tryon St Ste 9	Charlotte	28280-0007	704-344-022	
IC	OPR	Harakas, Andre George (Andre)	4431 Randolph Rd	Charlotte	28211-2325	704-366-007	
IC	OPR	Johnston, Rebecca Wade (Beckie)	7910 Rea Rd	Charlotte	28277-6501	704-540-969	
IC	OPR	Jordan, Taylor Leab (Taylor)	957 N Wendover Rd	Charlotte	28211-1764	704-271-485	
IC	OPR	McAllaster, Barry Neal (Barry)	10001 Rea Rd	Charlotte	28277-4390	704-844-070	
IC	OPR	McFarland, Tony Maurice (Tony)	6801 Northlake Mall Dr Ste Fc201	Charlotte	28216-0792	704-596-121	
IC	OPR	Porter, Tamara Elizabeth (Tami)	1540 E Woodlawn Rd	Charlotte		704-601-603	
IC	OPR	Queen, Harold Edward III (Hal)	9010 Albemarle Rd	Charlotte	28227-2620	704-537-214	
IC	OPR	Riddle, Justin Micah (Justin)	3117 Pineville Matthews Rd	Charlotte	28226	704-541-997	
IC	OPR	Rogers, Robert Carlton (Rob)	8700 University Exec Park Dr	Charlotte	28262-4336	704-593-005	
IC	OPR	Rogers, Robert Carlton (Rob)	8428 University Blvd	Charlotte	28213	980-938-201	
IC	OPR	Rogers, Robert Carlton (Rob)	333 E Trade St	Charlotte	28202-2331		
IC	OPR	Shelton, Terry K. (Terry)	9801 South Blvd	Charlotte	28273-6904	704-552-799	
IC	OPR	Singleton, Rosslyn Byrd (Rosslyn)	5920 Prosperity Church Rd	Charlotte	28269-2682	704-992-930	
IC	OPR	Stepp, Stanley Charles (Stan)	8433 Davis Lake Pkwy	Charlotte		704-596-234	
IC	OPR	Stouder, Jeremy L. (Jeremy)	9355 Sullivan Vale Ln	Charlotte	28215-7073	704-602-986	
IC	OPR	TerKeurst, Arthur Dudley III (Art)	11530 Waverly Center Dr	Charlotte	28277-4842	704-844-027	
IC	OPR	Tsumas, John George Jr. (John)	3015 South Blvd	Charlotte	28209-1805	704-665-637	
IC	OPR	Moore, David Keith (David)	2551 Lewisville Clemmons Rd	Clemmons	+	336-712-997	
IC	OPR	Charping, John Willard (John)	985 Concord Pkwy S	Concord	+	704-720-911	
IC	OPR	Mitchell, Roland Charles (Roland)	6061 Bayfield Pkwy	Concord		704-720-758	
IC	OPR	Mitchell, Roland Charles (Roland)	8020 Concord Mills Blvd	Concord	28027-4417	704-979-112	
IC	OPR	Perry, James Stockton Jr. (Stockton)	1475 Concord Pkwy N	Concord	28025-2932	704-262-155	
IC.	OPR	Rice, William Matthew (Matt)	1480 Concord Pkwy N	Concord		704-786-732	
IC IC	OPR	Hatzopoulos, Joseph Theodore Jr. (Joe)	17035 Nat Bynum Lane	Cornelius	28031	704-895-795	
IC	OPR	Holland, Shannon Munze (Shannon)	7267 Highway 73	Denver	28037-9187	704-827-130	
IC IC	OPR	Fernandez, Anthony Raymond (Tony)	3912 N Roxboro St	Durham	27704-2118	919-620-089	
IC IC	OPR	Fernandez, Joseph Raymond (Joe)	4139 Durham Chapel Hill Blvd	Durham		919-402-209	
IC IC	OPR	Hamel, David Christopher (David)	104 Residence Inn Blvd	Durham	+	919-484-777	
IC	OPR	MacDonald, Nathan Joshua (Nate)	7836 Leonardo Dr	Durham	27713-6457	919-206-433	
IC IC	OPR	Moncree, Pamela Michelle (Pamela)	3429 Hillsborough Rd	Durham		919-382-939	
IC	TMP	Lowe, Charles (Tyler)	6910 Fayetteville Rd Ste 246	Durham	1	919-806-555	
IC IC	OPR OPR	Meadows, Shelita Jaclyn (Shelita)	1706 W Ehringhaus St 541 Cc Camp Rd	Elizabeth City Elkin	27909-4554	252-331-190	
IC		Eller, Micah Young (Micah)	2727 Raeford Rd			336-366-333	
IC	OPR OPR	Ayers, Zachary Lanier (Zach) Bangs, Robert Willis Jr. (Bob)	4611 Ramsey St	Fayetteville Fayetteville	+	910-483-950 910-488-190	
IC IC	OPR	Burnette, Colby Shawn (Colby)	7620 S Raeford Rd	Fayetteville	28311-2138	910-488-190	
IC IC	OPR	Downey, Katelyn Cassidy (Katelyn)	3305 Melrose Rd	Fayetteville	28304-6127	910-743-901	
IC IC	OPR	Hopper, Cody Lane (Cody)	1921 Skibo Rd	Fayetteville		910-813-019	
IC IC	OPR	Isaac, Nicholas Albert (Nick)	419 Cross Creek Mall	Fayetteville	28314-1541 28303-7238	910-868-484	
C	OPR			Forest City		828-919-217	
IC IC	OPR	Seigler, Samuel Lane (Sam) Peters, Caleb Tyler (Caleb)	118 Hilltop Way	Franklin	28043-9600 28734	+	
		Peters, Caleb Tyler (Caleb)	1410 Siler Road			828-369-083	
C	OPR	Lawson, Michael Jackson Jr. (Michael)	1460 N Main St	Fuquay Varina	27526-8901	919-577-103	
1C	OPR	Coleman, Jerry L. (Jerry) Coleman, Jerry L. (Jerry)	2720 Timber Dr 220 Shenstone Ln	Garner Garner	27529-2591 27529-6905	919-661-244 919-329-027	

	_	CHICK-FIL-A RESTA		1	1	
NC	OPR	Hatley, Nolan Edward (Nolan)	424 Cox Rd	Gastonia	28054-0609	980-251-119
IC	OPR	Wade, Russell E. (Russell)	1201 N Berkeley Blvd	Goldsboro		919-778-571
IC	OPR	Ayers, Ralph Edward Jr. (Ed)	1100 Lanada Rd	Greensboro	-	336-854-935
IC	OPR	Brown, James Ralph (Jim)	611 Pembroke Rd	Greensboro	•	336-323-029
1C	OPR	Crockett, David William (David)	5901 W Friendly Ave	Greensboro	27410-3207	336-854-541
VC	OPR	Kiser, Alan Keith (Keith)	209 Pisgah Church Rd	Greensboro	27455-2517	336-286-040
VC_	OPR	Kiser, Alan Keith (Keith)	3714 Battleground Ave	Greensboro	27410-2344	336-286-007
VC_	OPR	Kiser, Brian Keith (Brian)	348 Four Seasons Town Ctr	Greensboro	27407-4758	336-294-321
VC_	OPR	Matthews, Nicholas Andrew (Nick)	2710 Koury Blvd	Greensboro	27407-4967	336-299-464
VC_	OPR	White, Andrew Lee (Andrew)	6025 W Gate City Blvd	Greensboro	27407-7008	336-907-706
VC	OPR	Dixon, Benjamin Luther Jr. (Ben)	3020 Evans St	Greenville	27834-6939	252-355-870
VС	TMP	Allan, Raymond	714 Greenville Blvd Se Ste F7	Greenville	27858-5104	252-355-452
VС	OPR	Stouder, Jeremy L. (Jeremy)	6805 Jenkins Ln	Harrisburg	28075-3300	704-455-008
IC	OPR	Towne, Joshua David (Joshua)	200 Trade St	Henderson	27536-3500	252-436-001
lС	OPR	Benson, Joel Allen (Joel)	52 Highlands Square Dr	Hendersonville	28792-5722	828-693-808
1C	OPR	Benson, Joel Allen (Joel)	640 Spartanburg Hwy	Hendersonville	28792-5761	
IC	OPR	Goewey, James West II (James)	1815 US Highway 70 SE	Hickory	28602-5157	828-267-202
VС	OPR	Pope, Jason Edward (Jason)	1239 2nd St NE	Hickory	28601-2660	828-569-276
IC	OPR	Ray, Timothy Wilson (Tim)	1960 US Highway 70 SE Ste 2-121	Hickory	28602-5106	828-322-703
IC	OPR	Rhodes, Cecil Eugene (Gene)	2700 N Main St	High Point	27265-2825	336-869-728
VС	OPR	Rhodes, Cecil Eugene (Gene)	3855 John Gordon Ln	High Point	27265-8046	336-841-238
1C	OPR	Allred, Lori Quinn (Lori)	801 Village Walk Dr	Holly Springs	•	919-567-006
IC	OPR	Choice, Tiffany Burgess (Tiffany)	3101 N Main St	Hope Mills	-	910-425-276
IC	OPR	Hatzopoulos, Joseph Theodore Jr. (Joe)	16915 Statesville Rd	Huntersville	†	704-892-007
lС	OPR	Sandbo, Dean R. (Dean)	13801 E Independence Blvd	Indian Trail	28079-9611	704-882-269
1C	OPR	Burgess, Nelson E. (Pete)	306 Jacksonville Mall	Jacksonville	<u> </u>	910-353-788
IC	OPR	Burgess, Nelson E. (Pete)	1405 Western Blvd	Jacksonville	.	910-455-293
VC	OPR	Burgess, Nelson E. (Pete)	304B Western Blvd	Jacksonville		910-353-970
VC	OPR	Grix, David Alexander (David)	1110 S Main St	Kernersville	 	336-992-738
IC	OPR	Grix, David Alexander (David)	1331 Glenn Center Dr	Kernersville	27284-0187	
VC	OPR	Parrish, Michael Ross (Ross)	549 S Main St	King		336-377-344
VC	OPR	McPhaul, John William (John)	4499 Hwy 70 W	Kinston	+	252-208-074
VC	OPR	Richardson, John Kevin (Kevin)	6711 Knightdale Blvd	Knightdale	•	919-754-497
VC	OPR	Meservy, Michael James (Michael)	914 S 401 Bypass Hwy	Laurinburg		910-501-979
VC	OPR	Weibel, Veronica Pentony (Veronica)	3571 Leland Town Center Drive	Leland	28451	910-408-104
VC	OPR	Sheley, Michael Dominic (Mike)	116 Wilkesboro Blvd SE	Lenoir	28645-4438	828-929-244
VC	OPR	Fitzpatrick, Thomas Glenn (Tom)	75 Plaza Pkwy	Lexington	1	336-242-952
VC	OPR	Joyner, Brittany Shea (Brittany)	1904 E Main St	Lincolnton	28092-3917	704-735-005
IC	OPR	Morse, Mark Bartholomew (Mark)	230 Jackson Ct	Lumberton	28358-1103	910-739-779
IC	OPR	Morse, Mark Bartholomew (Mark)	3400 N Elm St	Lumberton		910-556-500
IC IC	OPR	Keretses, Constantine Steven (Deno)	9905 Matthews Park Dr	Matthews		704-847-770
VC	OPR	Sandbo, Dean R. (Dean)	6390 Weddington Rd	Matthews	1	704-234-100
VC	OPR	Perkins, Kristopher Todd (Todd)	1311 Mebane Oaks Rd	Mebane	27302-9681	919-568-608
VC	OPR	Queen, Harold Edward III (Hal)	7404 Matthews Mint Hill Rd	Mint Hill	28227-7595	704-486-407
IC	OPR	Rowland, David J. (David)	2115 W Roosevelt Blvd Ste 105	Monroe	28110-2737	704-486-407
IC	OPR	Rowland, David J. (David) Rowland, David J. (David)	2592 W Roosevelt Blvd	Monroe	28110-2737	704-285-867
IC	OPR	Wiggins, Darin Bradley (Darin)	420 Talbert Rd	Mooresville	28110-8431	704-223-863
IC	OPR			Mooresville		704-944-288
	+	Wiggins, Darin Bradley (Darin)	457 River Hwy	 	-	
IC IC	OPR	Conneely, Patrick Michael (Patrick)	5156 Hwy 70 W	Morehead City		252-247-728
IC IC	OPR	Stoudenmire, Dallas Eugene Jr. (Dallas)	1006 Burkemont Ave	Morganton	+	828-439-237
IC	OPR	Tidd, Charles Richard V (Chad)	2007 Rockford St	Mount Airy		336-648-850
IC	OPR	Pike, Thomas S. (Tom)	3000 M L King Jr Blvd	New Bern	28562-5212	252-672-932
1C	OPR	Shelton, Terry K. (Terry) Butler, Terry Eugene (Terry)	11025 Carolina Place Pkwy Ste Fc10 6612 Glenwood Ave	Pineville Raleigh	28134-9014 27612-7128	704-543-423 919-571-848

		CHICK-FIL-A RESTA	AURANT LISTING	AS OF	12/31/2	23
IC	OPR	Carless, Donovan Andrew Jr. (Donovan)	5959 Triangle Town Blvd Spc FC110	Raleigh	27616-3268	919-792-2214
C	OPR	Costen, Jade Wallace (Jade)	651 E Six Forks Rd	Raleigh	27609-7852	919-831-1408
С	OPR	Kerr, Charles J. (Charly)	8661 Six Forks Rd	Raleigh	27615-2966	919-848-6715
С	OPR	Langston, David Calvin (David)	8901 Brier Creek Pkwy	Raleigh	27617-7807	919-973-0093
С	OPR	Latta, B. Chris (Chris)	6701 Falls Of Neuse Rd	Raleigh	27615-5373	919-845-4550
С	OPR	Latta, B. Chris (Chris)	4621 Capital Blvd	Raleigh	27604-4479	919-850-217:
C	OPR	Lawson, Ashlee R. (Ashlee)	2000 Cameron St	Raleigh	27605-1311	919-589-1637
C	OPR	McClure, Charles Thomas (Charlie)	7740 Fayetteville Rd	Raleigh	27603-5430	919-420-9760
C	OPR	Wade, Katherine Ann (Katherine)	3770 Lake Boone Trl	Raleigh	27607-3042	919-785-2799
IC	OPR	Wade, Katherine Ann (Katherine)	1400 Edwards Mill Rd	Raleigh	27607-3624	
IC	OPR	Welch, Nicholas Michael (Nick)	4325 Glenwood Ave Ste 2040	Raleigh	27612-4526	919-782-191
IC	TMP	Carowan, Andrew R.	4154 Main at North Hills St	Raleigh	27609-5754	919-420-1936
IC	OPR	Galloway, Amy Michelle (Amy)	280 Premier Blvd	Roanoke Rapids	<u> </u>	252-541-510
[C	OPR	Lehnes, William M. (Bill)	1332 Jeffreys Rd	Rocky Mount	27804-1806	252-442-3525
C	OPR	Hawkins, William Allan (Bo)	902 E Innes St	Salisbury	28144-4638	704-797-9300
C	OPR	McKeown, Kelly Arnold (Kelly)	3224 NC Highway 87 S	Sanford	27332	919-777-070
IC	OPR	Guthrie, Christopher Joseph (Chris)	2900 Frontage Rd NW	Shallotte	1	910-722-901
IC	OPR	Beckler, Christopher Robin (Chris)	719 E Dixon Blvd	Shelby	28152-6831	704-481-8110
IC	OPR	Dorsett, Brennan Neal (Brennan)	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	704-482-8150
IC	OPR	Dimsdale, Brian Keith (Keith)	1300 N Brightleaf Blvd	Smithfield	 	919-938-0058
IC	OPR	Watson, David Ligon (David)	228 Turnersburg Hwy	Statesville	28625-2797	704-881-0002
IC	OPR	Reasoner, Robert Mark (Rob)	11730 Retail Dr	Wake Forest	27587-7349	919-562-9004
IC	OPR	Reasoner, Robert Mark (Rob)	1010 Forestville Rd	Wake Forest		919-554-699:
IC	OPR	Conard, Robert Earl (Robert)	45 Barber Blvd	Waynesville	 	828-452-7838
IC	OPR	Eller, Mark Albert (Mark)	2007 W Us Highway 421	Wilkesboro	<u> </u>	336-921-269
IC	OPR	Jarvis, Harold William II (Harold)	5106 S College Rd	Wilmington		910-794-900
IC	OPR	Lynch, William David (Billy)	6891 Swan Mill Rd	Wilmington		910-754-900
IC	OPR	Lynch, William David (Billy) Lynch, William David (Billy)	195 Porters Neck Rd	Wilmington		910-236-083
IC	OPR	1		 	ł	910-080-2130
IC	OPR	Perdue, Calvin Michael (Mike) Perdue, Calvin Michael (Mike)	3500 Oleander Dr Ste Fc2	Wilmington		910-799-3900
	 		3389 Oleander Dr	Wilmington	1	1
IC	OPR	Salmon, John Benjamin (Ben)	5123 Market St 2407 Forest Hills Rd W	Wilmington	1	910-397-2884
IC	OPR	Proctor, Christy Dianne (Christy)		Wilson Wilson	-	252-206-9862
IC	OPR	Proctor, Christy Dianne (Christy)	5100 Raleigh Road Pkwy W	+		252-640-2750
IC	OPR	Ingram, Carrie Leigh (Carrie)	1925 N Peace Haven Rd	Winston Salem	1	336-923-712:
IC	OPR	Parrish, Michael Ross (Ross)	328 E Hanes Mill Rd	Winston Salem		336-377-3440
IC	OPR	Tassan, Laura Grace (Laura)	391 Knollwood St	Winston Salem	1	336-722-6058
IC IC	OPR	Zimmermann, Peter Karl Irum (Peter)	3343 Sides Branch Rd	Winston Salem	1	336-283-0080
C	OPR	Zimmermann, Peter Karl Irum (Peter)	924 Hanes Mall Blvd	Winston Salem	27103-5527	336-765-0713
C	TMP	Pender, Brooks	3320 Silas Creek Pkwy Ste FC7	Winston Salem	27103-3126	336-760-9412
IC	OPR	Dees, Abbott W. (Abbott)	4239 Winterville Pkwy	Winterville		252-321-1382
ID	OPR	Stubbs, Andrew Joseph (Andrew)	703 S 3rd St	Bismarck	1	701-751-0793
ID	OPR	Flamm, Kimberly Kay (Kimberly)	4100 13th Ave S	Fargo	58103-3322	701-281-5970
D	OPR	Wentink, Michael Guy (Guy)	3230 32nd Ave S	Grand Forks	58201-6018	701-746-9942
Ε	OPR	Deall, Thomas Arthur (Tom)	2016 Cornhusker Rd	Bellevue	68123-4422	402-292-233
Ε	OPR	Colon, Charles F. (Charlie)	6810 S 27th St	Lincoln	68512-4822	402-975-244
Ε	OPR	Stice, Michael Floyd (Mike)	4770 O St	Lincoln	68510-1847	402-465-007:
Ε	OPR	Douan, Edward Kenneth Jr. (Ed)	12310 W Dodge Rd	Omaha	68154-2382	402-884-865
Ε	OPR	Shaw, Stuart J. (Stu)	17501 W Center Rd	Omaha	68130-2740	402-334-3452
Ε	OPR	Smith, Kent Joseph Jr. (Kent)	6310 N 72nd St	Omaha	68134-2104	402-571-092
Ε	OPR	Ubele, Richard George Jr. (Rich)	7575 Dodge St	Omaha	68114-3632	402-614-696
Έ	OPR	Norton, Joshua Warren (Josh)	8710 S 71st Plz	Papillion	68133-2142	402-934-6602
Η	OPR	Piccola, Anthony Jay (Anthony)	310 Daniel Webster Hwy Ste 144	Nashua	03060-5732	603-891-100
Н	OPR	Piccola, Anthony Jay (Anthony)	377 Amherst St	Nashua	 	603-595-2202
lН	OPR	Stoffel, Grant Edward (Grant)	14 S Village Dr	Salem		978-872-142

		CHICK-FIL-A REST	AURANI LISTING	A3 OI	12/3 1/4	<u> </u>
NJ	OPR	Diaco, William P. (Bill)	110 Black Horse Pike	Audubon	08106	856-547-0815
J	OPR	Diaco, William P. (Bill)	301 White Horse Pike	Barrington	08007-1317	856-417-022
J	OPR	Reim, Theodore Michael (Ted)	522 Route 70	Brick	08723-4014	732-477-109
ſ_	OPR	Gottschling, James A. Jr. (Jamie)	1817 Mount Holly Rd	Burlington	08016-4700	609-309-933
J	OPR	Curran, David J. (Dave)	400 Haddonfield Rd	Cherry Hill	08002-2206	856-488-160
J	OPR	Curran, David J. (Dave)	2250 Route 70 West	Cherry Hill	08002	
J	OPR	Streeter, Shelby Reaves (Shelby)	1749 Marlton Pike E	Cherry Hill	08003-2320	856-481-307
J	OPR	Cozzi, Steven Jacob (Steve)	1301 Fairview Blvd	Delran	08075-1452	856-764-076
IJ	OPR	Henry, Thomas Edgar (Tom)	1480 Clements Bridge Rd	Deptford	08096-3006	856-853-042
J	OPR	Kramb, Steven Randall (Stevie)	1750 Deptford Center Rd Ste F17	Deptford	08096-5235	856-209-466
J	OPR	Stubbs, Cassandra Nicole (Cassie)	42 State Route 36	Eatontown	07724-2508	609-496-547
J	TMP	Herndon, Mary	180 Highway 35 Spc F-9	Eatontown	07724-2023	732-542-224
J	OPR	Stein, Sophie R. (Sophie)	999 US Highway 1	Edison	08817-4849	732-743-712
J	TMP	Young, Samantha	55 Parsonage Rd Unit 434	Edison	08837-2499	732-548-602
J	OPR	Maxwell, Joshua M. (Josh)	6038 Black Horse Pike	Egg Harbor Tow	08234-9752	609-407-410
J	OPR	McCloy-Miles, Amy Theresa (Amy)	6801 Black Horse Pike	Egg Harbor Tow	08234-4115	609-407-490
J	OPR	Williams, Dennis Denver (Dennis)	2 Nathaniel Pl	Englewood	07631-2735	201-227-205
J	OPR	Reep, Ryan Jeffrey (Ryan)	287 US Highway 202/31 S	Flemington	08822-3458	908-237-269
J	OPR	Digges, Benjamin William (Ben)	3710 US Highway 9 Ste 2314	Freehold	07728-4812	732-308-340
J	OPR	Gardner, Kelvin Gerard (Kelvin)	3323 US Highway 9	Freehold	07728-8528	732-431-306
IJ	OPR	Williams, Dennis Denver (Dennis)	41 Route W # 4	Hackensack	07601	201-525-729
J	OPR	Leon, Joshua Michael (Josh)	555 Marketplace Blvd	Hamilton	08691-2112	609-581-760
J	OPR	Jones, Brandon A. (Brandon)	2819 State Route 35	Hazlet	07730-1516	732-335-554
J	OPR	Houchins, Sarah Wilson (Sarah)	4881 Us Highway 9	Howell	07731-3749	732-730-903
J	OPR	Petersen, Dorian Marcell (Dorian)	30 Mall Dr W	Jersey City	07310-1615	201-459-110
J	OPR	Marple, Jonathan Adam (Jonathan)	2950 US Highway 1	Lawrenceville		609-710-551
J	OPR	Terrell, Marlon Devon (Marlon)	900 W Edgar Road	Linden	07036	908-290-328
IJ	OPR	Baals, Matthew D. (Matthew)	434 Route 72 W	Manahawkin	08050-2899	609-488-661
IJ	OPR	McGrory, Christian Joseph (Christian)	220 Route 73 N	Marlton		856-985-439
IJ	OPR	Blind, Andrew Joseph (Drew)	1711 NJ-10 (Rt.10)		07950	973-605-1029
IJ	OPR	Reiner, Richard C. Jr. (Rich)	58 Centerton Rd	Mount Laurel	08054-6102	856-439-269
IJ	OPR	Schleicher, Alyssa Ranae (Alyssa)	1418 Nixon Dr	Mount Laurel	08054-4261	856-778-190
IJ	OPR	Smith, Adam Ryan (Adam)	7416 Tonnelle Ave	North Bergen		201-351-034
IJ	OPR	Colon-Lopez, Carlos J. (Carlos)	2313 US Highway 1	North Brunswick		732-289-969
J	OPR	Varona, Ramon (Ramon)	1613 State Highway 35	Oakhurst	07755-2907	732-769-423
J	OPR	Cordero, James W. (James)	770 Texas Rd	Old Bridge	08857	732-591-156
J	OPR	Crane, Zachary Tyler (Zach)	1 Garden State Plz	Paramus	07652-2417	201-843-034
J	OPR	Reynolds, Aaron Frederick (Aaron)	2065 Paramus Park Mall	Paramus		201-967-105
J	OPR	Atie, Charbel B (Charlie)	1180 US Highway 46	Parsippany	07054-2142	1 2 2 7 100
J	OPR	Young, Jonathan D. (Jon)	1194 US Highway 22	Phillipsburg		908-859-400
J	OPR	Cowan, Raymond Edward Jr. (Ray)	726 State Rt 17	Ramsey		201-818-882
J	OPR	Price, Jeffrey R. (Jeff)	621 Woodbury Glassboro Rd	Sewell	08080-3733	856-464-227
J	OPR	Clark, Burley Allen (Burley)	481 Cross Keys Rd	Sicklerville	08081-9749	856-262-000
IJ	OPR	Bridges, William E. Jr. (Will)	4801 Stelton Rd			908-548-872
J	OPR	Walsh, Kenneth A. (Ken)	19 Teterboro Landing Dr	Teterboro		201-288-084
J	OPR	Clark, Burley Allen (Burley)	5651 Route 42	Turnersville		856-228-211
J	TMP	Hickman, James Jr	2319 US Highway 22 W	Union	07083-8517	908-688-451
J	OPR	Kelley, Phillip Allen (Phil)	1211 W Landis Ave	Vineland		856-692-000
J J	OPR	Kelley, Phillip Allen (Phil)	3849 S Delsea Dr	Vineland		856-327-441
<u>.</u> Ј	OPR	McArthur, John E. (John)	1170 White Horse Rd	Voorhees		856-784-536
J J	OPR	Thornton, Michael William (Michael)	1662 US Highway 22	Watchung	07069-6508	908-561-058
	OPR		88 Willowbrook Blvd		07069-6308	
J	+	Witt, Victoria Ann (Vickie)		Wayne Wast Parlin		973-841-510
J	OPR	Lutz, Michael L. (Mike)	244 N Route 73 320 US Highway 9 N	West Berlin Woodbridge	08091-2505 07095-1004	856-767-081° 732-754-929°

		CHICK-FIL-A RESTA	AURANT LISTING	AS OF	12/31/2	23
NJ	OPR	Tam, Hanbin A. (Aaron)	434 Woodbridge Ctr	Woodbridge	07095-1305	732-634-898
IJ	OPR	Terrell, Marlon Devon (Marlon)	1040 US Highway 1 N	Woodbridge	07095-2507	732-636-2074
M	OPR	Cook, Mark W. (Mark)	2274 Wyoming Blvd NE	Albuquerque	87112-2620	505-299-027
M	OPR	Cook, Mark W. (Mark)	8110 San Pedro Dr NE	Albuquerque	87113-1735	505-797-785
Μ	OPR	Juarez, Christopher A D (Chris)	3911 Las Estancias Ct SW	Albuquerque	87121-5548	505-305-605
ΙM	OPR	O'Bryan, Daniel Philip (Dan)	4001 Coors Blvd NW	Albuquerque	87120-3577	505-831-699
lМ	OPR	Sersun, Kenneth C. (Ken)	210 Eubank Blvd SE	Albuquerque	87123-3327	505-292-919
ΙM	OPR	Wilson, Margaret Rose (Margo)	3801 Ellison Rd Nw	Albuquerque	87114-7017	505-898-898
ΙM	TMP	Bundy, Brian	5009 Montgomery Blvd NE	Albuquerque	87109-1307	505-884-417
lМ	TMP	Viens, Nathaniel	1600 Gibson Blvd SE	Albuquerque	87106-5043	505-317-373
lМ	OPR	Smouse, Gary A. (Gary)	4910 E Main St	Farmington	87402-8658	505-325-700
lМ	OPR	Carper, Matthew L. (Matt)	2091 E Lohman Ave	Las Cruces	88001-3189	575-524-288
lМ	OPR	Carper, Matthew L. (Matt)	1105 E University Ave	Las Cruces	88001-5607	575-521-624
ΙM	OPR	Alcala, Bridget F. (Bridget)	1058 Unser Blvd SE	Rio Rancho	87124-6001	505-892-135
ΙM	OPR	Ruse, Mark A. (Mark)	2400 Cerrillos Rd	Santa Fe	87505-3392	505-424-226
IV	OPR	Hock, Matthew Neil (Matt)	4751 Cochise Street	Carson City	89703	
IV	OPR	Mullins, Daniel Taylor (Dan)	256 W Lake Mead Pkwy	Henderson	89015	
IV	OPR	Mullins, Daniel Taylor (Dan)	460 N Stephanie St	Henderson	89014-6651	702-463-400
IV	OPR	Carnohan, William Earl II (Bill)	1100 S Fort Apache Rd	Las Vegas	89117-5459	702-703-105
١V	OPR	Cho, Henry Lim (Henry)	7010 Las Vegas Blvd S	Las Vegas	89119-4007	702-384-008
١V	OPR	Cunningham, Misti Marie (Misti)	6410 Centennial Center Blvd	Las Vegas	89149	702-540-458
١V	OPR	Donahoo, William Cole (Cole)	3841 W Flamingo Rd	Las Vegas	89103-4009	702-357-300
ΙV	OPR	Donahoo, William Cole (Cole)	2480 S Rancho Dr	Las Vegas	89102	702-252-423
ΙV	OPR	Guardiola, Brandon Corey (Brandon)	4165 Paradise Rd	Las Vegas	89169-6512	725-204-911
IV	OPR	Merrell, Vincent Mickal (Vince)	1991 N Rainbow Blvd	Las Vegas	89108-2798	702-648-648
JV	OPR	Mullins, David Joseph (David)	3667 Las Vegas Blvd S	Las Vegas	89109-4331	702-331-303
١V	OPR	Peterson, Ronald Joe (Ron)	9830 W Flamingo Rd	Las Vegas	89147	702-433-438
١V	OPR	Taplin, David Paul (Dave)	9925 S Eastern Ave	Las Vegas	89183-7944	702-684-688
١V	OPR	Malmrose, Amy Kathrine (Amy)	1720 W Craig Rd	North Las Vegas		
1V	OPR	Smith, Ryan Douglas (Ryan)	6365 S McCarran Blvd			775-470-833
IV	OPR	Sangster, Tiffany Dawn (Tiffany)	1390 Big Fish Dr	Sparks	89434-4413	775-440-182
ΙΥ	OPR	Mekonen, Senay F. (Senay)	76 West 225th Street	Bronx	 	347-577-491
JΥ	OPR	Ruiz Gonzalez, Roberto (Roberto)	203 E Fordham Rd	Bronx		347-222-381
JΥ	OPR	Hurst, Brandon Jaraud (Brandon)	166 Flatbush Ave	Brooklyn		917-810-045
JΥ	OPR	Rabon, Drake McConnell (Drake)	3464 McKinley Pkwy	Buffalo	14219-2131	716-803-880
JΥ	OPR	Sheedy, Cassandra Lee (Cassandra)	1753 Walden Ave	Cheektowaga	14225-4924	716-894-204
JY	OPR	Szatkowski, Anthony James (Jimmer)	7916 Brewerton Rd	Cicero		
JΥ	OPR	Payne, John Scott II (Scott)	304 Clifton Park Ctr Rd	Clifton Park	 	518-707-087
JΥ	OPR	Beasley, Robert E. Bryan (Bryan)	656 Commack Rd	Commack	11725-5404	631-499-128
JY	OPR	Privitera, Andrew J. (Andrew)	4942 Transit Rd	Depew		716-601-774
JΥ	OPR	Dickson, Jonathan Macgregor (Jonathan)	9015 Queens Blvd Ste 7	Elmhurst		718-271-175
JΥ	OPR	Mekonen, Aman F. (Aman)	82-23 Baxter Ave	Elmhurst		917-579-000
JY	OPR	Patrick, Steven Nolan (Nolan)	1991 Broadhollow Rd	Farmingdale	11735-1704	631-777-192
JY	OPR	Hawkins, Joseph Paul (Joe)	630 Old Country Rd	Garden City	11530-3467	516-743-363
ΙΥ	OPR	Taylor, Alan T. (Alan)	2140 W Ridge Rd	Greece	-	585-225-100
ΙΥ	OPR	Elko, Erin M. (Erin)	1401 Broadway Mall	Hicksville		516-433-630
JY	OPR	Levy, Noah Fredrick (Noah)	200 E Jericho Turnpike	Huntington Stati		631-944-833
JY	OPR	Elko, Erin M. (Erin)	3859 Hempstead Tpke	Levittown		516-735-134
ΙΥ	OPR	Szatkowski, Anthony James (Jimmer)	3974 State Route 31	Liverpool		315-715-400
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Υ	OPR	Baals, Joshua A. (Josh)	700 6th Ave	New York	10010-5141	855-667-323
Y	OPR	Baals, Joshua A. (Josh)	461 Park Ave S	New York	10016-6822	855-667-323
Y	OPR	Bohs, Charles Oliver (Charles)	675 8th Ave	New York	1	718-504-652
۱Y	OPR	Caldwell, Jared Michael (Jared)	1536 3rd Ave	New York	10028-2167	212-410-750

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
NY	OPR	Cuevas, Alberonys V. (Al)	601 W 181st St	New York	10033-4914	646-351-6711
VΥ	OPR	Daniels, Paul Michael (Paul)	918 8th Ave	New York	10019-5152	212-245-2325
ΙY	OPR	Fittipaldi, Oscar Alberto (Oscar)	1000 6th Ave	New York	10018-5440	212-704-9920
٧Y	OPR	Fittipaldi, Oscar Alberto (Oscar)	219 W 34th St	New York	10001	212-564-5045
NΥ	OPR	Kim, Eleanor E. (Ellie)	50 E 42nd St	New York	10017-5457	917-261-641:
NΥ	OPR	Lynch, William Anthony Jr. (Bill)	1180 6th Ave	New York	10036-8401	877-772-1020
NΥ	OPR	Megala, Sabry (Sam)	711 Lexington Ave	New York	10022-2053	646-368-1700
NΥ	OPR	Young, Kevin Terrell (Kevin)	216 W 125th St	New York	10027-4410	646-370-5144
NΥ	OPR	King, Michael Emerson (Michael)	400 State Route 3	Plattsburgh	12901-6519	518-324-6690
NY	OPR	Abrahamsen, Stanley M. (Stan)	5184 Nesconset Hwy	Port Jefferson St	11776-1302	631-476-810
VΥ	OPR	Potts, William Kirk (Will)	502 North Greenbush Road	Rensselaer	12144-9406	518-576-7272
NY	OPR	Kaser, William W. (Bill)	1115 E Ridge Rd	Rochester	14621-1903	585-505-637
NΥ	OPR	Taylor, Michael Lawrence (Michael)	100 Marketplace Dr Ste 200	Rochester	14623-6000	585-272-1700
VΥ	OPR	Thompson, Ralph Marcus Jr. (Marc)	24923 Rockaway Blvd	Rosedale	11422-3111	718-269-7242
VΥ	OPR	Beasley, Robert E. Bryan (Bryan)	530 Smithtown Byp	Smithtown		631-360-356
۷Y	OPR	Board, Roosevelt Jarrell (Roosevelt)	2655 Richmond Ave	Staten Island		929-343-5064
VΥ	OPR	Brady, Merrit Addison (Merrit)	1290 Arsenal St	Watertown		855-946-264
NΥ	OPR	Buccellato, Scott C. (Scott)	1530 Old Country Rd	Westbury		516-222-2530
ЭН	OPR	Obregon, Chyress D. (Chyress)	26300 Cedar Rd Ste FC5	Beachwood		216-831-519:
ЭН	OPR	Brooking, Rex Hamilton (Rex)	2360 N Fairfield Rd	Beavercreek		937-320-122
ЭН	OPR	Brooking, Rex Hamilton (Rex)	2727 Fairfield Commons Blvd	Beavercreek		937-320-122
OH.	OPR	Norton, Gretchen Kimberly (Gretchen)	11250 Reed Hartman Hwy	Blue Ash		513-608-9582
ЭH	OPR	Gibson, Joanna M. (Joanna)	7401 Market St Rm 857	Boardman		330-707-4003
ЭH	OPR	Justus, Daniel Douglas (Dan)	3470 Center Rd	Brunswick		330-225-7670
ЭН	OPR	Pugh, Douglas Edward (Doug)	4228 Belden Village Mall	Canton		330-494-2894
ЭH	OPR	Davis, Marla Lynn (Marla)	5301 Cornerstone North Blvd	Centerville		937-439-170
ЭН	OPR	Griggs, Jason Matthew (Jason)	6495 Glenway Ave	Cincinnati		513-598-940
OH.	OPR	Osborne, Marc David (Marc)	9496 Colerain Ave	Cincinnati		513-245-093
ЭН	OPR	Osborne, Marc David (Marc)	8580 Winton Rd	Cincinnati		513-344-000
ЭН	OPR	Perkins, Charles Duane (Chuck)	8598 Beechmont Ave	Cincinnati		513-474-244
ЭН	OPR	Rubio, Rolando J. (Roland)	4695 Marburg Ave	Cincinnati		513-401-847
ЭН	OPR	Sutton, Thomas Wayne (Tom)	874 Eastgate North Dr	Cincinnati		513-752-0223
ЭН	OPR	Truter, Garth John (Garth)	7875 Montgomery Rd Spc F5	Cincinnati		513-793-7149
ЭН	OPR	Bolumen, Karen Susan (Karen)	6240 E Broad St	Columbus		614-861-2300
ЭН	OPR	DiSibio, Adam David (Adam)	1924 N High St	Columbus		614-424-6020
OH	OPR	Flores, William Seth (Seth)	807 W 3rd Ave	Columbus		614-297-692
OH	OPR	Rankin, Paul David (Paul)	3940 Morse Rd	Columbus		614-414-722
ЭН	OPR	Rankin, Paul David (Paul)	6060 N Hamilton Rd	Columbus		614-769-677
ЭН	OPR	Willoughby, Waylon Robert (Waylon)	8787 Sancus Blvd	Columbus		614-888-878
ЭП ЭН	OPR	Willoughby, Waylon Robert (Waylon)	1500 Polaris Pkwy Ste FC4	Columbus		614-438-584
ЭП ЭН	OPR	Weiss, Erich H. (Erich)	420 Howe Ave			330-920-454
Эп ЭН	OPR	Davis, Marla Lynn (Marla)	1482 Miamisburg Centerville Rd	Dayton	45459-3827	937-439-2552
Эн ЭН	OPR	Neeley, Grace A. (Grace)	2700 Miamisburg-Ctrvil Rd #212	Dayton	45459 45459	937-439-2332
Эн ЭН	OPR	Weaver, Kevin Christopher (Kevin)	3339 Benchwood Rd	-		937-454-044
Эн ЭН	OPR	Harris, Kevin James (Kevin)	5043 Tuttle Crossing Blvd Ste 169	Dayton Dublin		614-760-768
Эн ЭН	1	i i	6051 Sawmill Rd	Dublin		
Эн ЭН	OPR OPR	Siktberg, Brian Andrew (Brian)	6105 Parkcenter Cir	Dublin	43017-3632 43017	614-717-940
	_	Siktberg, Brian Andrew (Brian)				614-568-405
)H	OPR	Nelson, Daryl Lee (Daryl)	6305 S Gilmore Rd	Fairfield		513-860-191
OH	OPR	Nelson, Daryl Lee (Daryl)	3403 Princeton Rd	Fairfield Townsh		1
OH	OPR	Becker, Paul Vincent Brian (Paul)	47 Flight Memorial Pkwy	Fairlawn	-	330-668-2404
OH	OPR	Hadde, Paul A. (Paul)	1931 Tiffin Ave	Findlay		419-425-528
OH	OPR	Benson, Joseph Michael (Joe)	1696 Stringtown Rd	Grove City		614-539-950
OH	OPR	Crowe, Joshua Patrick (Josh)	1988 Hilliard Rome Rd	Hilliard	43026-7566	614-771-9650

		CHICK-FIL-A REST	AURANT LISTING	AS OF	<u>12/31/2</u>	23
ОН	OPR	Weaver, Kevin Christopher (Kevin)	8120 Troy Pike	Huber Heights	45424-1052	937-237-9090
ЭН	OPR	Eller, Matthew III (Matt)	480 E Stroop Rd	Kettering	45429-2830	937-949-9643
H	OPR	Woods, Matthew Douglas (Matt)	5400 Leavitt Rd	Lorain	44053-2156	440-780-269
ЭН	OPR	Stanko, Daniel D. (Dan)	8213 Golden Link Blvd	Macedonia	44056	
ЭН	OPR	Schleidt, Markus Peter (Markus)	5150 Merten Dr	Mason	45040-9418	513-770-344
ЭН	OPR	Guerdan, David Michael (Dave)	2280 Lincoln Way E	Massillon	44646-7062	330-572-495
DΗ	OPR	Federer, Billie Jo (Billie)	6390 Mayfield Rd	Mayfield Height	44124-3213	440-683-194
ЭН	OPR	Morgano, Anthony Joseph (Tony)	1007 N Court St	Medina	44256-1565	330-588-391
ЭН	OPR	Kontur, Lauren Marie (Lauren)	9611 Mentor Ave	Mentor	44060-4528	440-354-292
ЭН	OPR	Moore, Michael Robert (Mike)	5700 Romar Dr	Milford	45150-7514	513-239-302
ЭН	OPR	Rosche, George Robert (George)	5411 Dressler Rd Nw	North Canton	44720-7748	330-966-542
ОН	OPR	Ball, Kenneth Alan (Ken)	4779 Great Northern Blvd	North Olmsted	44070-3428	440-716-003
ЭН	OPR	Lienerth, Sheilla Renee (Sheilla)	6676 Ridge Rd	Parma	44129-5707	440-842-757
ЭН	OPR	Owen, Steven W. (Steven)	10315 Fremont Pike	Perrysburg		
DΗ	OPR	LaBerto, Shelly R. (Shelly)	1110 Boardman Poland Rd	Poland	44514-1930	330-726-720:
ЭН	OPR	Mallare, Zachary Douglas (Zach)	2364 Taylor Park Dr	Reynoldsburg	43068	614-501-171
ЭН	OPR	Harper, Dominic Rashaad (Dominic)	20801 Center Ridge Rd	Rocky River	44116-4315	440-754-023
ЭН	OPR	Austin, Stacy Lee (Stacy)	67950 Mall Ring Road	Saint Clairsville		740-827-315
ЭН	OPR	Baumgartner, David C. (Dave)	4661 Milan Rd	Sandusky	44870-5841	419-626-531
ЭН	OPR	Aey, Christopher R. (Chris)	6150 Som Center Rd	Solon	44139-2333	440-498-064
OH	OPR	Peters, Douglas Jeffrey (Doug)	501 E Kemper Rd	Springdale		513-671-933
ОН	OPR	Lopez, Cristopher M. (Cris)	1740 N Bechtle Ave	Springfield	45504-1573	937-977-734
ЭН	OPR	Wellman, Brian Joseph (Brian)	16584 Royalton Rd	Strongsville	44136-4431	440-238-234
ЭН	OPR	Amburgey, Justin D. (Justin)	6636 W Central Ave	Toledo	 	419-841-776
Эп ЭН	OPR	Winn, Jonathan William (Jonathan)	3308 Secor Rd	Toledo	43606-1517	419-578-100
Эн ЭН	OPR	Winn, Jonathan William (Jonathan)	4260 W Sylvania Ave	Toledo	43623-4417	
	1		5001 Monroe St Ste FC10	+		419-474-200
OH	OPR	Winn, Jonathan William (Jonathan)	1910 W Main St	Toledo	 	419-471-945
HC	OPR	Knostman, Douglas George (Doug)		Troy	 	937-335-415
HC	OPR	Emerson, Derek S. (Derek)	1885 Niles Cortland Rd SE	Warren		330-652-130
HC	OPR	Doss, Gerrick D. (Gerrick)	4001 Richmond Rd	Warrensville He	 	
HC	OPR	Schleidt, Markus Peter (Markus)	7733 Voice of America Centre Dr	West Chester	45069-2791	513-779-176
HC	OPR	Wight, Andrew Jordan (Andrew)	7602 Trailside Dr	West Chester	 	513-777-020
OH	OPR	Grana, Damian Joseph (Damian)	30115 Detroit Rd	Westlake		440-534-383
OH	OPR	Alexander, Anthony Thomas IV (Tony)	35441 Euclid Ave	Willoughby		440-946-183
ЭН	OPR	James, William J. (Billy)	480 Boardman-Canfield Rd	Youngstown	44512-4790	330-717-906
OH	OPR	Szari, Jared Noel (Jared)	5647 Mahoning Ave	Youngstown		330-572-000
ЭK	OPR	Pratt, Andrew Robert (Andrew)	1500 Lonnie Abbott Blvd	Ada	74820-1812	580-447-626
OK	OPR	Griffin, Christopher Fredrick (Chris)	201 E Tamarack Rd	Altus	 	580-643-2023
DΚ	OPR	Anderson, Andrew Loren (Drew)	2500 12th Ave NW	Ardmore	73401-1273	580-319-790
ЭK	OPR	Allcott, Charles IV (Chase)	602 SE Washington Blvd	Bartlesville		918-331-995
ЭК	OPR	Campbell, Gregory Royce (Greg)	14811 S Memorial Drive	Bixby	1	918-364-711
ЭК	OPR	Almy, Amanda Taylor (Amanda)	850 E Kenosha St	Broken Arrow	74012-2005	918-251-019
ЭК	OPR	Green, Kyra Catherine (Kyra)	2107 S 5th St.	Chickasha	73018	405-876-783
ЭК	OPR	Treat, Brian Everett (Brian)	664 S Lynn Riggs Blvd	Claremore	74017-8711	918-283-238
DΚ	OPR	Harjo, Gregory Paul (Greg)	1210 E 2nd St	Edmond	73034-5317	405-330-114
ЭК	OPR	Harjo, Gregory Paul (Greg)	1025 W I 35 Frontage Rd	Edmond	73034-7328	405-844-007
ΟK	OPR	McMurry, William Horace III (Mac)	52 E 33rd St	Edmond	73013-4603	405-330-694
ΟK	OPR	Sturgeon-Hart, Connie S. (Connie)	4329 W Owen K Garriott Rd	Enid	73703-4810	580-234-980
ΟK	OPR	Milligan, Barton Alexander (Bart)	12130 S Waco Ave	Glenpool	74033-5660	918-296-550
DΚ	OPR	Pickett, Jonathan Michael (Jonathan)	2301 NW Cache Rd	Lawton	73505-5215	580-353-776
ΟK	OPR	Buckley, Ronald Dyne (Ron)	1209 Tanglewood Dr	Mcalester	74501	
ΟK	OPR	Redenius, William Jay (Bill)	7331 SE 29th St	Midwest City	73110-6122	405-741-150
ЭК	OPR	Redenius, William Jay (Bill)	5705 SE 15th St	Midwest City	73110-2622	405-741-150:
	OPR	Hilgenfeld, Brian Gene (Brian)	2001 S Telephone Rd	Moore	 	405-799-610

		CHICK-FIL-A REST				
ΟK	OPR	Allen, Brandon Scott (Brandon)	2004 N 11th St	Muskogee	74401-3521	918-687-1100
K	OPR	Hilgenfeld, Brian Gene (Brian)	2437 W Main St	Norman	73069-6327	405-579-150
)K	OPR	Mauldin, Nick Shaun (Nick)	120 12th Ave NE	Norman	73071-5235	405-310-318
)K	TMP	Loredo, Juan Francisco	3351 W Main St	Norman	73072-4806	405-364-436
DΚ	OPR	Ferreyro, Reynaldo (Rey)	14040 N Pennsylvania Ave	Oklahoma City	73134-6116	405-752-810
DΚ	OPR	Novak, James Michael (James)	7101 Memorial Parkway	Oklahoma City	73142	405-722-400
DΚ	OPR	Novak, James Michael (James)	7004 NW Expressway	Oklahoma City	73132-3534	405-728-949
DΚ	OPR	Steward, Steven R. (Steve)	920 W I 240 Service Rd	Oklahoma City	73139-2303	405-632-252
DΚ	OPR	Weast, Wesley Aaron (Aaron)	6420 SW 3rd St	Oklahoma City	73128-2201	405-440-050
DΚ	OPR	Whitthorne, Patricia Dawn (Tricia)	1901 NW Expressway Ste 2045A	Oklahoma City	73118-9272	405-810-888
DΚ	OPR	Whitthorne, Patricia Dawn (Tricia)	6201 N May Ave	Oklahoma City	73112-4243	405-810-888
DΚ	OPR	Whitthorne, Patricia Dawn (Tricia)	1409 NW Expressway	Oklahoma City	73118-4409	405-810-888
DΚ	TMP	Marcelle, Zimran	2501 W Memorial Rd Ste 12	Oklahoma City	73134-8025	405-755-476
ÞΚ	OPR	Schneider, Mark Dale (Mark)	12015 E 96th St N	Owasso	74055-5329	918-272-720
ΣK	OPR	Danberry, Matthew John (Matt)	450 S Hwy 97	Sand Springs	74063	918-419-020
ΟK	OPR	Madison, Jeffrey Allen (Jeff)	4637 N Kickapoo Ave	Shawnee	74804-1200	405-273-138
ΟK	OPR	Walker, James McDaniel (James)	600 E Hall Of Fame Ave	Stillwater	74075-5452	405-742-211
ΟK	OPR	Campbell, Gregory Royce (Greg)	10437 S Memorial Dr	Tulsa	74133-7040	918-369-646
ΟK	OPR	Chen, David Chia-sin (David)	4933 E 41st St	Tulsa	74135-6057	918-622-781
ΟK	OPR	Greeno, Arthur W. (Arthur)	11201 E 71st St	Tulsa	74133-2525	918-461-077
ΟK	OPR	Greeno, Arthur W. (Arthur)	7021 S Memorial Dr Ste 260A	Tulsa	74133-2068	918-252-442
ΟK	OPR	Milligan, Barton Alexander (Bart)	7129 S Olympia Ave	Tulsa		918-445-720
ΟK	OPR	Gerlt, Chad James (Chad)	1724 Garth Brooks Blvd	Yukon	73099-6387	405-354-628
)R	OPR	Coleman, Jared Weston (Jared)	2940 SW Cedar Hills Blvd	Beaverton		503-626-195
)R	OPR	Hogan, Deane Patrick (Dean)	10657 SW Beaverton Hillsdale Hwy	Beaverton	97005-3109	503-305-915
)R	OPR	Keller, Todd Lee (Todd)	20508 Robal Ln	Bend	97701-6768	541-249-494
)R	OPR	Davis, Brian Andrew (Brian)	12520 SE 93rd Ave	Clackamas	97015-9760	503-308-695
)R	OPR	Misenhimer, Michael John (Mike)	2558 SE Burnside Rd	Gresham		503-912-376
OR	OPR	Hogan, Brian Dean (Brian)	2855 NE TOWN CENTER DR	Hillsboro	.	503-433-901
)R	OPR	Hogan, Brian Dean (Brian)	6810 SE Carlyle St			503-433-901
)R	OPR	Peebles, Clint Allen (Clint)	5655 Ulali Dr NE	Keizer		503-735-757
OR.	OPR	Peyton, David Christopher (Chris)	10 Rossanley Dr	Medford	97501-1713	541-772-060
OR.	OPR	Richardson, Lee Garrett (Lee)	2560 Kuebler Blvd SE	Salem		503-877-114
PA	OPR	Dempsey, Mathew Eric (Mat)	6379 Hamilton Blvd	Allentown		484-664-290
A	OPR	Burgmeier, Michael J. (Mike)	106 Sierra Dr	Altoona	16601-9341	814-942-164
A	OPR	Stephens, Joshua Eric (Eric)	1525 Street Rd	Bensalem	19020-4653	267-420-220
A	OPR	Pulkowski, Andrew George (Andy)	1033 Washington Pike	Bridgeville		412-730-332
A	OPR	Kanzinger, Todd David (Todd)	4700 Edgmont Ave	Brookhaven	19015-1401	610-876-960
A PA	OPR	Gibson, Brian David (Brian)	3525 Gettysburg Rd	Camp Hill	17011-6802	717-798-877
A	OPR	Steppe, Charles Leonard Jr. (Chuck)	2 Noble Blvd	Carlisle	17013-4119	717-738-877
A	OPR	Donius, Adam George (Adam)	970 Norland Ave	Chambersburg	17201-4203	717-263-047
A	OPR	Trout, William Ronald (Ron)	1700 Route 228	Cranberry Towns		724-772-022
A PA	OPR	Kelly, Keith J. (Keith)	4005 Commerce Blvd	Dickson City	18519-1697	570-487-115
A PA	OPR	Siafa, Fatorma Karmoh (Fatorma)	845 E Lancaster Ave	Downingtown	19335-3327	610-269-782
A	OPR	Class, Osama Robert (Sam)	2640 Dekalb Pike	East Norriton		610-209-782
A	OPR	Cathcart, Christopher Ryan (Chris)	3750 Dryland Way	Easton	18045-8351	610-250-565
Α	OPR	Hartley, Casey Nicholas (Casey)	7160 Peach St	Erie	16509-4707	814-868-855
A	OPR	Hartley, Casey Nicholas (Casey)	2519 W 12th St	Erie	16505-4507	814-835-895
A	OPR	Rutt, Glenn Ryan (Ryan)	211 Eagleview Blvd	Exton	19341-1158	610-594-207
A	OPR	Walsh, Christopher Michael (Chris)	280 Exton Square Mall	Exton		610-363-634
A	OPR		405 Macdade Blvd	Folsom		
		Ontjes, Gene K. (Gene)			19033-2401	610-586-160
A	OPR	Flood, James A. (Jim)	20 State Farm Dr	Glen Mills	19342-1075	610-358-199
PA	OPR	Bender-Untch, Lorie A. (Lorie) Murgi, Todd Ross (Todd)	900 Greengate Centre Cir 5256 State Route 30 Ste 235b	Greensburg Greensburg	15601-1205 15601-7783	724-838-174 724-832-907

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PA	OPR	Murgi, Todd Ross (Todd)	5156 State Route 30	Greensburg	15601-7554	724-836-650
A	OPR	Stefano, John J. Jr. (Jack)	340 Eisenhower Dr	Hanover	17331-5223	717-630-277
A	OPR	Burkholder, Bradley Jay (Brad)	4655 Lindle Rd	Harrisburg		717-939-515
A	OPR	Kapetanakos, Stephanie Marie (Stephanie)	5101 Jonestown Rd	Harrisburg		717-216-411
A	OPR	Osborne, Michael S. (Michael)	480 E Waterfront Dr	Homestead	15120-1143	412-462-920
Α	OPR	Krout, James A. Jr. (Jim)	134 Welsh Rd	Horsham		215-392-496
Α	OPR	McDavid, Kevin L. (Kevin)	135 W Dekalb Pike	King of Prussia	19406-2377	610-265-267
Α	OPR	McDavid, Kevin L. (Kevin)	160 N Gulph Rd Ste 1017	King of Prussia		610-265-571
Α	OPR	Shaffer, Judith Lynne (Judy)	2467 Lincoln Hwy E	Lancaster		717-205-205
Α	OPR	Shaffer, Judith Lynne (Judy)	1579 Fruitville Pike	Lancaster		717-205-205
A	OPR	Heffernan, David Paul (Dave)	2424 E Lincoln Hwy	Langhorne		215-741-350
Α	OPR	Friel, Dawn Marie (Dawn)	210 Forty Foot Rd	Lansdale	19446-4005	215-631-706
Α	OPR	Walsh, Christopher Michael (Chris)	270 Old Morehall Road	Malvern	19355	610-889-300
A	OPR	Gibson, Brian David (Brian)	6416 Carlisle Pike Ste 3500	Mechanicsburg	17050-2957	717-795-194
Α	OPR	Lindoerfer, William Joseph (Bill)	219 Gettysburg Pike	Mechanicsburg	17055-5103	717-781-215
A	OPR	Kanzinger, Todd David (Todd)	1190 W Baltimore Pike	Media		610-565-600
A	OPR	Roach, Matthew Neal (Matt)	544 Beaver Valley Mall	Monaca	15061	724-774-428
Ά	OPR	Wenger, Brian Scott (Brian)	4040 William Penn Hwy	Monroeville	15146-2651	412-380-099
Α	OPR	Donofrio, Mary Anne (Mary Anne)	794 Bethlehem Pike	Montgomeryville		215-855-220
Ά	OPR	Montgomery, Robert John (Bob)	4 West Rd	Newtown	18940-4301	215-497-901
A	OPR	Class, Osama Robert (Sam)	680 S Trooper Rd	Norristown		610-650-850
Α	OPR	Fanelli, Robert F. Jr. (Bob)	12000 Roosevelt Blvd	Philadelphia	19116-3001	215-279-804
Ά	OPR	Fanelli, Robert F. Jr. (Bob)	9711 Roosevelt Blvd	Philadelphia	19114-1010	215-969-345
Α	OPR	Hincken, Johnny Edward Sr. (John)	2204 S Columbus Blvd	Philadelphia	19148-2808	215-271-231
Ά	OPR	Lopez, Kevin Jason (Kevin)	2650 Penrose Ave	Philadelphia	19145-5902	610-871-158
A	OPR	Mills, Daniel Nicholas (Dan)	2301 E Butler St	Philadelphia	19137-1008	215-744-141
A	OPR	Pierce, Duane Edward (Duane)	4670 E Roosevelt Blvd	Philadelphia	19124-2340	215-535-035
PΑ	OPR	Pierce, Duane Edward (Duane)	811 Adams Ave	Philadelphia	19124-2477	215-744-370
PΑ	OPR	Quick, Sereena Denea (Sereena)	4040 City Ave	Philadelphia	19131-1738	215-804-111
A	OPR	Hernandez, Aimee Joy (Aimee)	120 Andrew Dr	Pittsburgh	15275-1200	412-490-017
PΑ	OPR	Ortmann, Michael D. (Mike)	7451 McKnight Rd	Pittsburgh	15237-3513	412-364-258
PΑ	OPR	Skipper, Micah Dickson (Micah)	1175 Freeport Rd	Pittsburgh	15238-3103	412-752-717
PΑ	OPR	Thornsberry, Mark David (Mark)	1620 Washington Rd	Pittsburgh	15241-1210	412-833-116
PΑ	OPR	Toomey, Kevin Daniel (Kevin)	100 Robinson Center Dr # FC-5	Pittsburgh	15205-4831	412-788-486
PΑ	OPR	DeVito, Raymond Albert (Ray)	461 Clairton Blvd	Pleasant Hills	15236-3827	412-655-656
PΑ	TMP	Santos-Phillips, Angelo R	500 W Germantown Pike Ste 2265	Plymouth Meetir		484-533-337
PΑ	OPR	Mitchell, Jaret Michael (Jaret)	14 W Lightcap Rd	Pottstown		610-323-210
PΑ	OPR	Butler, E. Steward Jr. (Stew)	602 N West End Blvd	Quakertown	18951-4100	215-538-884
Ά	OPR	Filby, Shawn David (Shawn)	4675 Perkiomen Ave	Reading	19606-3217	610-779-599
PΑ	OPR	Keiser, Scott David (Scott)	2707 N Meridian Blvd	Reading	19610-3331	484-877-190
PΑ	OPR	Mitchell, Jaret Michael (Jaret)	70 Buckwalter Rd Ste 1450	Royersford	19468-4500	610-948-129
PΑ	OPR	Marble, Jeffrey Scott (Jeff)	14665 Mount Airy Rd	Shrewsbury		717-235-420
A	OPR	Ontjes, Gene K. (Gene)	805 Baltimore Pike	Springfield	19064-2900	610-544-605
A	OPR	Herold, Bruce Edward (Bruce)	1938 N Atherton St	State College	16803-1522	814-231-090
A	OPR	Morris, Amanda Anne (Amanda)	115 Plaza 611 Ln	Stroudsburg		570-534-434
A	OPR	Stone, Jonathan Paul (Jonathan)	4205 N 5th Street Hwy	Temple	19560-1737	610-810-152
A	OPR	Winters, Richard D. (Richard)	3621 Horizon Blvd	Trevose	19053-4913	215-355-350
A	OPR	McGrory, Joshua Thomas (Josh)	45 W Street Rd	Warminster	18974-3201	215-773-848
A	OPR	McGrory, Joshua Thomas (Josh)	160 Easton Rd	Warrington		215-491-450
A A	OPR	Yanak, Jay Andrew (Jay)	375 Washington Rd	Washington	15301-2701	724-222-020
	OPR	1 11		+		+
A		Grimm, Joshua Alan (Josh)	319 E Lancaster Ave	Wayne	19087-4201	267-996-495
A	OPR	Trout, William Ronald (Ron)	12101 Perry Hwy	Wexford	15090-8345	724-799-838
PA	OPR OPR	Tenaglia, Michael Nicholas (Mike) Velarde, Orlando Arturo (John)	826 Lehigh Lifestyle Ctr 2610 MacArthur Rd	Whitehall Whitehall	18052-5737 18052-3817	610-231-030 610-432-230

	(CHICK-FIL-A RESTA	AURANT LISTING	AS OF	12/31/2	23
PA	OPR	Snyder, Jeffrey E. (Jeff)	989 Schechter Dr	Wilkes Barre	18702-6787	570-822-7400
Α	OPR	Tamasitis, Joseph Michael (Joe)	2500 W Moreland Rd Ste 3066	Willow Grove	19090-4029	215-657-7676
A	OPR	Kibunjah, Lawrence N. (Lawrence)	2421 W Cheltenham Ave	Wyncote	19095-2945	215-885-2423
A	OPR	Dallas, Cathy Jo (Cathy)	2801 E Market St	York	17402-2406	717-757-7171
A	OPR	Lambert, Charles Warren (Chuck)	922 Loucks Rd	York	17404-2202	717-843-3333
R	OPR	Chavez, Caitlin Grace (Caitlin)	250 Calle A Minillas Industrial Park	Bayamon	00959-1900	939-358-0161
R	OPR	Gonzalez-Lopez, Luz Xiomara (Xiomara)	705 Ave. West Main	Bayamon	00961-4462	787-302-3033
R	OPR	Olivo Morales, Juan (Juan)	545 Calle Del Mar	Hatillo	00659-2806	
R	OPR	Romero, Cristopher (Cris)	350 Carr 3 Ste 660	Humacao	00791-4746	787-389-0220
R	OPR	Burgos, Domingo (Mingo)	3305 Ave Baramaya, STE 106	Ponce	00728	939-900-1550
Ι	OPR	Williams, Jonas Randall (Jonas)	65 Bath St	Providence	02908-4846	401-244-5029
I	OPR	Xiong, Toushoua (Toushoua)	1500 Bald Hill Rd	Warwick	02886-4267	401-615-3423
С	OPR	Johnson, Joseph Thomas Jr. (Tom)	202 Eastgate Dr	Aiken	29803-7683	803-641-0366
С	OPR	Holmes, Jon D. (Jon)	3526 Clemson Blvd	Anderson	 	864-375-9922
C	OPR	Holmes, Jon D. (Jon)	1641 E Greenville St	Anderson		864-261-8933
C	OPR	Scarpa, Seth Anderson (Seth)	2405 Boundary St	Beaufort		843-379-1101
C	OPR	Clark, Ronald Keith (Keith)	9 Malphrus Rd	Bluffton	†	843-837-8140
C	OPR	Goff, James Randell (Randy)	3902 Highway 9	Boiling Springs		864-578-9418
C	OPR	Myers, Kelley Russell (Kelley)	2211 W Dekalb St	Camden	1	803-425-0964
C	OPR	Campbell, John Newton III (Trey)	2070 Sam Rittenberg Blvd Unit Fc5	Charleston	 	843-556-0216
C	OPR	Campbell, John Newton III (Trey)	1656 Savannah Hwy	Charleston	.	843-766-4202
C	OPR	Jacques, Megan Guffee (Megan)	2013 Magwood Dr	Charleston	29414-5729	843-571-1209
C	OPR	Williams, Jason Charles (Jason)	849 Folly Rd	Charleston		843-795-9505
C	OPR	Tyler, Herbert Burnette Jr. (Herb)	1061 Tiger Blvd	Clemson	 	864-654-4655
			10136 Two Notch Rd Ste 103		<u> </u>	
C C	OPR	Ball, Donald M. Sr. (Don)		Columbia	 	803-865-9890
	OPR	Bennett, Henry James Jr. (James)	901 Harden St	Columbia		803-255-0232
C	OPR	Brantley, Andrew Campbell (Andrew)	100 Columbiana Cir Ste 1284	Columbia	1	803-732-2570
SC .	OPR	Eckert, Christopher Michael (Chris)	7424 Garners Ferry Rd	Columbia		803-783-7622
C	OPR	Ellison, Aaron Thor I (Aaron)	5440 Forest Dr	Columbia		803-738-1004
C	OPR	Ellison, Aaron Thor I (Aaron)	7515 Two Notch Rd	Columbia	<u> </u>	803-233-0203
C	OPR	Garcia, Laurel Shaffer (Laurel)	229 Bush River Rd	Columbia	29210-7309	803-772-4041
C	OPR	Jackson, Aaron David (Aaron)	405 Killian Rd	Columbia	<u> </u>	803-735-8881
C	OPR	Jeffcoat, Joe Edmund (Joe)	294 Harbison Blvd	Columbia		803-749-2907
С	OPR	Alverson, Paul Williams III (Paul)	1613 Church St	Conway	<u> </u>	843-488-0042
С	OPR	Thompson, Matthew Ryan (Matt)	1519 E Main St	Duncan	†	864-486-0311
C	OPR	Saxon, Chad Anthony (Chad)	5175 Calhoun Memorial Hwy	Easley	 	864-855-6898
С	OPR	Drummond, Mark Rodgers (Mark)	2016 S Irby St	Florence	1	843-629-1703
С	OPR	Pate, Blakeney Morrow (Blake)	2705 David H McLeod Blvd	Florence	1	843-665-1512
С	OPR	Timmons, Christopher Wayne (Chris)	2701 David H McLeod Blvd # 1320	Florence	29501-4043	843-665-9259
С	OPR	Crosby, John Michael (Michael)	1600 Highway 160 W	Fort Mill	<u> </u>	803-578-4030
С	OPR	Leary, John William (John)	1704 W Floyd Baker Blvd	Gaffney	1	864-488-9278
С	OPR	Walker, Christopher Nelson (Chris)	516 Saint James Ave	Goose Creek	29445-2793	843-553-2100
С	OPR	Bryant, Steven Jones (Steven)	1544 Poinsett Hwy	Greenville	29609-2929	864-233-9700
С	OPR	Chapman, Audrey Saad (Audrey)	3890 Pelham Rd	Greenville	29615-5011	864-297-9912
С	OPR	Church, Edwin Newton Jr. (Chuck)	1225 Woodruff Rd	Greenville	29607-5737	864-234-7747
С	OPR	Jordan, Douglas Keith (Keith)	700 Haywood Rd Ste 102	Greenville	29607-2725	864-297-0648
С	OPR	Swanson, Brett Hunter (Brett)	575 Haywood Rd	Greenville	29607-2710	864-234-5788
С	OPR	Swanson, Brett Hunter (Brett)	1564 Laurens Rd	Greenville	29607-2508	864-467-0593
С	OPR	Whitaker, Brian Kenneth (Brian)	428 Bypass 72 NW	Greenwood	29649-1404	864-223-1477
С	OPR	Whitaker, Brian Kenneth (Brian)	213 Highway 72 By-Pass	Greenwood	29649	864-223-2251
С	OPR	Tyler, William C. (Bill)	1379 W Wade Hampton Blvd	Greer	29650-1145	864-848-5222
С	OPR	Porter, Arthur Randall (Arthur)	10032 Charlotte Hwy	Indian Land	29707-7135	803-548-8889
C	OPR	Arnold, Stephen B. (Steve)	1007 Dutch Fork Rd	Irmo	29063-8785	803-732-1992
	OPR	Thompson, Lafe Hunter (Hunter)	901 Hwy 9 Bypass West	Lancaster	29720	803-283-3232

a.c.			0.45 77.4	-	12/31/23		
SC SC	OPR	Malone, Joshua David Jr. (David)	917 E Main St Ste A	Laurens	29360-3617	864-715-318:	
<u>C</u>	OPR	Sims, McKenzie Britt Cooper (Britt)	4295 Sunset Blvd	Lexington		803-728-314	
<u>C</u>	OPR	Tucker, Howard Michael (Michael)	5560 Sunset Blvd	Lexington		803-808-631	
<u>C</u>	OPR	Wynn, Joshua Adam (Josh)	5465 Platt Springs Rd	Lexington	29073-9260	803-830-561	
<u>C</u>	OPR	Lane, William Michael (Will)	2931 Paxville Hwy	Manning	29102-7993	803-473-232	
<u>C</u>	OPR	Webber, Matthew Eugene (Matt)	135 W Butler Rd	Mauldin	29662-2534	864-297-026	
C	OPR	Clark, Justin Eric (Justin)	601 N Highway 52			843-438-430	
C_	OPR	Malone, Joshua David Sr. (Josh)	653 Long Point Rd			843-881-385	
<u>C</u>	OPR	Malone, Joshua David Sr. (Josh)	1024 Johnnie Dodds Blvd			843-881-681	
C	OPR	Wrenn, John Porter (John)	3102 Ironclad Alley	+	29466-8355	843-849-228	
C_	OPR	Farmer, Steven Lee (Steve)	4400 Highway 17	Murrells Inlet		843-652-995	
<u>C</u>	OPR	Cash, Jeffrey Kent (Jeff)	10131 N Kings Hwy 1940 Mister Joe White Ave	Myrtle Beach	29572-4021	843-272-000	
C C	OPR	Grant, Mary G. (Wendy)		Myrtle Beach	29577	843-445-646	
C_	OPR	Peterson, Michael Wesley (Mike)	2360 Dick Pond Rd	Myrtle Beach	29575-6512	843-293-399	
C C	OPR	Rumley, Steven Alan Jr. (Steve)	85 Rodeo Dr	Myrtle Beach	29579-9470	843-903-332	
	OPR	Smith, Joette Lynch (Joette)	2000 Coastal Grand Cir Ste Fc1	Myrtle Beach	29577-9607	843-445-740	
C C	OPR OPR	Dawkins, Jonathan Craig (Jon) Dawkins, Jonathan Craig (Jon)	1065 Edgefield Road 1267 Knox Ave	North Augusta	29860	803-202-320	
C C	OPR	, ,	4926 Centre Pointe Dr	North Augusta North Charlestor	29841-4048	 	
C C	OPR	Blind, Deborah Ann (Debbie) Burn, Chad Clay (Chad)	7616 Rivers Ave	North Charlestor		843-744-905 843-797-012	
C C	OPR	Dickerson, Daniel Rayburn (Daniel)	8455 Dorchester Rd	North Charlestor		843-797-012	
C C	OPR	Cash, Jeffrey Kent (Jeff)	690 Highway 17 N	North Charlestor North Myrtle Be		843-767-121	
C C	OPR	Murphy, Wayne (Wayne)	3559 Saint Matthews Rd	Orangeburg		803-534-767	
<u>С</u> С	OPR	Saxon, Chad Anthony (Chad)	3420 Highway 153	Piedmont		864-295-833	
C C	OPR	Barfield, Walter Ransford Jr. (Randy)	2245 Dave Lyle Blvd	Rock Hill		803-980-808	
C C	OPR	Sheley, Chad Douglas (Chad)	2415 Cherry Rd	Rock Hill		803-325-132	
C C	OPR	Tyler, Herbert Burnette Jr. (Herb)	1612 Sandifer Blvd	Seneca	29678-0905	864-886-908	
C	OPR	Webber, Matthew Eugene (Matt)	930 NE Main St	Simpsonville		864-962-132	
C	OPR	Webber, Matthew Eugene (Matt)	659 Fairview Rd	Simpsonville		864-962-515	
C	OPR	Goff, James Randell (Randy)	1790 Asheville Hwy	-		864-582-009	
C C	OPR	Laws, Keith E. (Keith)	1503 Wo Ezell Blvd	Spartanburg	29301-2603	864-595-047	
C	OPR	Moore, Benjamin S. (Ben)	1995 E Main St	Spartanburg		864-577-080	
<u>С</u>	OPR	Matson, Nadezhda (Nadia)	1726 State Rd	Summerville		843-984-898	
C	OPR	Walker, Christopher Nelson (Chris)	1312 N Main St	Summerville		843-695-111	
C	OPR	Richardson, Warren Scott (Scott)	375 Pinewood Rd	Sumter	29150-5442	803-774-445	
C	OPR	Richardson, Warren Scott (Scott)	1170 Broad St	Sumter		803-905-262	
C	OPR	Bennett, Anthony Todd (Todd)	2801 Wade Hampton Blvd Ste C	Taylors		864-322-230	
C	OPR	Bryant, Steven Jones (Steven)	22 Benton Rd	Travelers Rest	29690-2168	864-834-223	
C	OPR	Sims, McKenzie Britt Cooper (Britt)	2299 Augusta Rd	West Columbia	29169-4523	803-939-160	
D D	OPR	Heiser, Jeremiah Lee (Jeremiah)	4005 W 41st St	Sioux Falls		605-275-101	
'N	OPR	Turner, Francis J. (Frankie)	1031 Hunters Xing	Alcoa		865-981-999	
N	OPR	Arant, Allen Baird (Allen)	2940 Kirby Whitten Rd	Bartlett		901-512-539	
N	OPR	Hooper, Barry Wayne (Barry)	330 Franklin Rd	Brentwood	37027-3280	615-373-416	
N	OPR	Horner, Joshua Michael (Josh)	360 Pinnacle Pkwy	Bristol	37620-5004	423-573-203	
N	OPR	Collins, Mitchell Roy (Mitch)	2100 Hamilton Place Blvd Ste 313	Chattanooga		423-894-318	
N	OPR	Collins, Mitchell Roy (Mitch)	1804 Gunbarrel Rd	Chattanooga	37421-3129	423-485-077	
N	OPR	Goebeler, Nicholas Joseph (Nick)	5830 Brainerd Rd	Chattanooga	37411-5505	423-855-988	
N	OPR	Kitchen, Kristina Alexandra (Alex)	209 Northgate Mall	Chattanooga	37415-6940	423-875-477	
N	OPR	Kyle, Samuel Heath (Heath)	639 Camp Jordan Pkwy	Chattanooga		423-498-478	
N	OPR	Blevins, David Paul (David)	1626 Madison St	Clarksville	37043-4911	931-648-446	
N	OPR	Pennington, Brittnye Carole (Brittnye)	3096 Wilma Rudolph Blvd	Clarksville		931-552-551	
N	OPR	Colley, Karen Thomas (Karen)	3890 Keith St Nw	Cleveland		423-728-547	
N	OPR	Colley, Karen Thomas (Karen)	1000 Paul Huff Pkwy NW	Cleveland	37312-1950	423-479-423	
'N	OPR	Gibbs, Grant Stephen (Grant)	1036 W Poplar Ave	Collierville	38017-2505	 	

		CHICK-FIL-A REST	AURANT LISTING	AS OF	12/31/2	23
ΓN	OPR	Mathis, Stephen Caleb (Caleb)	605 S James Campbell Blvd	Columbia	38401-4333	931-380-3939
'N	OPR	Prine, Benjamin Thomas (Ben)	1370 Interstate Dr	Cookeville	38501-4129	931-372-2665
N	OPR	Allen, Derek Cole (Derek)	3381 N Main St	Crossville	38555-5455	931-707-7797
N	TMP	Kish, Christopher E	2440 Lake Rd	Dyersburg	38024-1604	731-285-0880
N	OPR	Tipton, Thomas Alan (Tommy)	753 W Elk Ave	Elizabethton	37643-2516	423-297-1266
N	OPR	Hammontree, Martha Jeanne (Jeanne)	2016 Columbia Ave	Franklin	37064-3999	615-794-8180
N	OPR	Hammontree, Martha Jeanne (Jeanne)	203 Lathram Lane	Franklin	37064	
N	OPR	Pfaender, William Christian (Bill)	1122 Murfreesboro Rd	Franklin	37064-3007	615-595-1133
N	OPR	Pfaender, William Christian (Bill)	3063 Mallory Ln	Franklin	37067-8225	615-778-0055
N	OPR	Speth, David C. (David)	1800 Galleria Blvd Ste 3060	Franklin	37067-6279	615-771-7300
N	OPR	Garretson, Gregory George (Greg)	101 N Belvedere Dr	Gallatin	37066-5419	615-230-1945
N	OPR	House, Anthony Wade (Anthony)	1230 S Germantown Rd	Germantown	38138-2226	901-249-7740
N	OPR	Edge, Mitchel P. (Mitch)	2645 E Andrew Johnson Hwy	Greeneville	37745-0953	423-787-2035
N	OPR	Luisi, Richard Christian (Rich)	1033 Glenbrook Way	Hendersonville	37075-1231	615-264-2330
N	OPR	Atkins, Carl Randall Jr. (Randy)	305 Old Lebanon Dirt Rd	Hermitage		615-889-2177
N	OPR	Kirstein, Dean E. (Dean)	5740 Highway 153	Hixson	37343-3727	423-877-5504
N	OPR	Edwards, Grant Stephen (Grant)	16 Tinker Hill Road	Jackson	38305-4918	731-882-7156
N	OPR	Edwards, Grant Stephen (Grant)	3 Stonebridge Blvd	Jackson	38305-2055	731-668-2919
N	OPR	Burchfield, Timothy Lynn (Tim)	3206 Peoples St	Johnson City	37604-4142	423-952-003
N	OPR	Fowler, Darrell Johnson (Darrell)	2103 W Market St	Johnson City	37604-6024	423-232-2880
N	OPR	Lane, Jimmy Joe II (Jimmy)	2011 N Roan St Ste 38	Johnson City	37601-3118	423-282-4771
N	OPR	Tingle, John Frank (John)	1205 E Stone Dr	Kingsport	37660-4126	423-245-8881
N	OPR	Halliday, Roger Eddie (Eddie)	4944 Kingston Pike	Knoxville	37919-5111	865-330-0044
N	OPR	Halliday, Roger Eddie (Eddie)	7600 Kingston Pike Rm NO1320	Knoxville	37919-5600	865-690-5447
N	OPR	Halliday, Roger Eddie (Eddie)	7520 Kingston Pike	Knoxville	37919-5611	865-588-0100
'N	OPR	Harb, Gregory A. (Greg)	5100 N Broadway St	Knoxville	37918-2342	865-689-966
'N	OPR	Jacobi, David Gerard (David)	2082 Town Center Blvd	Knoxville	37922-6677	865-670-7604
'N	OPR	Jones, Gregory Scott (Greg)	6564 Clinton Hwy	Knoxville	37912-1114	865-947-2410
'N	OPR	Whittemore, Timothy Douglas (Tim)	7565 Mountain Grove Dr	Knoxville	37920-6754	865-381-9618
N	OPR	Wilkins, Marshall Lee (Marshall)	11068 Parkside Dr	Knoxville	37934-1952	865-675-7400
'N	OPR	Wilkins, Marshall Lee (Marshall)	9646 Kingston Pike	Knoxville	37922-2315	865-691-7400
'N	OPR	Beall, Carlton Norman Jr. (Carlton)	706 S Cumberland St	Lebanon	37087-4110	615-444-3005
'N	OPR	Young, Justin Elliott (Justin)	1009 Highway 321 N	Lenoir City	37771-6664	865-816-354
N	OPR	Hunley, Steven Todd (Todd)	2000 Gallatin Pike N	Madison	37115-2002	615-851-4007
N	OPR	England, Chandler Zachary (Chandler)	2690 Hillsboro Blvd	Manchester	37355	931-570-235
'N	OPR	Turner, Francis J. (Frankie)	1767 W Broadway Ave	Maryville	37801-5509	865-983-0878
N	OPR	Arant, Allen Baird (Allen)	3565 Austin Peay Hwy	Memphis	38128-3717	
'N	OPR	Cantey, David Bryan (David)	7072 Winchester Rd	Memphis	38125-2013	901-737-1778
N	OPR	Clapp, Benjamin Marcus (Marc)	2760 N Germantown Pkwy Ste 268	Memphis	38133-8156	901-382-3280
'N	OPR	Clapp, Benjamin Marcus (Marc)	2881 N Germantown Pkwy	Memphis	38133-8150	901-381-4727
'N	OPR	Francisco, John Charles (John)	1980 Union Ave	Memphis	38104-4134	901-272-051
'n	OPR	Malone, Brian Scott (Scott)	4916 Poplar Ave	Memphis	38117-5145	901-820-0503
'N	OPR	Miller, Joe Robert (Joe)	6282 Poplar Ave	Memphis	38119-4713	901-766-1875
N	OPR	Pruitt, Matthew Steven (Matt)	4649 Summer Ave	Memphis	38122-4757	901-410-2150
N	OPR	Ruffin, Alphonso Jr. (Alphonso)	8492 Us Highway 51 N	Millington	38053-1515	901-872-1115
N	OPR	Robinson, Gary Anthony (Gary)	2141 W Andrew Johnson Hwy	Morristown		423-581-818
N	OPR	Daniel, Ray (Ray)	401 S Mount Juliet Rd Ste 105	Mount Juliet	37122-6398	615-773-7747
N	OPR	Noblitt, Joseph Pinckney (Beau)	2005 Old Fort Pkwy	Murfreesboro	37129-6908	615-217-135
N	OPR	Noblitt, Joseph Pinckney (Beau)	2116 Memorial Blvd	Murfreesboro	37129-5121	615-617-3660
N	OPR	Hooper, Barry Wayne (Barry)	5805 Nolensville Pike	Nashville	37211-6501	615-331-7723
N	OPR	Moore, John Cleveland (John)	2120 Rosa L Parks Blvd	Nashville	37228-1508	615-743-394
N	OPR	Moore, John Cleveland (John)	1622 Church St	Nashville	37203-2920	615-549-5902
N	OPR	Moore, John Cleveland (John)	312 Rosa L Parks	Nashville	37243-1102	615-239-140:
'N	OPR	Riley, Susan Lynn (Susan)	2619 8th Ave S	Nashville	37204-2483	615-383-3333

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23							
ΓN	OPR	Sims, Will Stanton (Will)	7606 Highway 70 S	Nashville	37221-1852	615-994-171	
'N	OPR	Sims, Will Stanton (Will)	6500 Charlotte Pike	Nashville	37209-2904	615-352-122	
N	OPR	McCay, Michael Logan (Logan)	357 S Illinois Ave	Oak Ridge	37830-6741	865-272-325	
N	OPR	Halliday, Charles Dawson (Dawson)	8959 Old Lee Hwy	Ooltewah	37363-8655	423-269-698	
N	OPR	Jones, Gregory Scott (Greg)	540 E Emory Rd	Powell	37849-3519	865-512-144	
'N	OPR	Cooper, Amanda Michelle (Mandy)	1432 Parkway	Sevierville	37862-2845	865-908-250	
N	OPR	Rowell, Terry Allen (Terry)	770 Winfield Dunn Pkwy	Sevierville	37876-5511	865-250-150	
'N	OPR	Womack, Katelyn Nicole (Katelyn)	756 North Main Street	Shelbyville	37160	931-639-668	
N	OPR	Weinmann, Robert Adam (Robert)	470 W Sam Ridley Pkwy	Smyrna	37167-5620	615-459-329	
ΓN	OPR	Collier, Murray Preston (Murray)	4885 Main St	Spring Hill	37174-2725	615-302-034	
'N	OPR	Fielder, Mitchell Gregory (Mitch)	3334 Tom Austin Hwy	Springfield	37172	615-667-022	
N	OPR	Seabolt, Joseph Howard Jr. (Joseph)	1708 N Jackson St	Tullahoma	37388-2232	931-222-410	
X	OPR	LaCroix, Brian Howard (Brian)	3130 S Clack St	Abilene	79606-2203	325-691-041	
X	OPR	Pulley, Mark David (Mark)	1750 State Highway 351	Abilene		325-776-816	
X	OPR	Kulas, Paul Justin (Paul)	3781 Belt Line Rd	Addison		972-247-323	
X	OPR	Kandler, Michael Arthur (Michael)	2273 E. Main St	Alice	78332	361-415-231	
X	OPR	Brown, William Nielsen (Niel)	350 E Stacy Rd	Allen	75002-8762	972-678-300	
X	OPR	Brown, William Nielsen (Niel)	902 W McDermott Dr	Allen	-	214-495-954	
X	OPR	Newman, Craig Mitchell (Craig)	2018 E Highway 6	Alvin	77511-8507	281-585-991	
X	OPR	Brinza, Allie Jean (Allie)	4510 S Coulter St	Amarillo		806-468-888	
X	OPR	LaMarca, Lisa Ann (Lisa)	5544 W Amarillo Blvd	Amarillo	79106-4135	806-353-135	
X	OPR	Raef, Joshua Paul (Joshua)	7701 W Interstate 40 Ste 132	Amarillo	79121-0132	806-355-184	
X	OPR	Raef, Joshua Paul (Joshua)	2525 S Georgia St	Amarillo		806-358-805	
	OPR	· /	513 S Central Expy			 	
X	_	Longino, Luke Gregory (Luke)	**	Anna	75409-4904	469-840-445	
X	OPR	Hassler, Tiffany Ann (Tiffany)	4901 West Sublett Road	Arlington	76017	817-563-499	
X	OPR	Hassler, Tiffany Ann (Tiffany)	4412 Little Rd	Arlington		817-483-096	
X	OPR	Hassler, Wayne E. (Wayne)	4700 S Cooper St	Arlington		817-465-663	
X	OPR	Moreno, Carmenza Maria (Carmenza)	1505 N Collins St	Arlington		817-548-770	
X	TMP	Canan, Saide	3811 S Cooper St	Arlington		817-472-991	
X	OPR	Campos, Edward Charles (Ed)	-	Austin	78753	512-990-242	
X	OPR	Crisler, Bruce Alan (Bruce)	13229 Ranch Road 620 N	Austin	78717-1011	512-258-044	
X	OPR	Glover, Jeffrey Don (Jeff)	12501 N Mo Pac Expy	Austin		512-977-074	
X	OPR	Glover, Jeffrey Don (Jeff)	10901 Research Blvd SVRD NB	Austin		512-343-198	
X	OPR	Green, Clifford Vernon (Cliff)	503 W Martin Luther King Jr Blvd	Austin		512-473-865	
X	OPR	Harris, James Benjamin (Jamie)	161 W Slaughter Ln Ste M	Austin	78748-1773	512-282-420	
X	OPR	Massey, Carlton Kenneth (Ken)	5033-D US 290 West	Austin	78735	512-358-912	
X	OPR	Massey, Carlton Kenneth (Ken)	500 E Ben White Blvd	Austin		512-707-811	
X	OPR	Nguyen, Thamson Niels (Thamson)	165 Hargraves Dr	Austin		512-551-220	
X	OPR	Ortego, Mark Brian (Mark)	7710 N FM 620 Rd Unit 9	Austin		512-219-908	
X	OPR	Steigmeyer, Lucas Michael (Luke)	600 Congress Ave Ste C150	Austin	-	512-482-803	
X	OPR	Taylor, William Ryan (Ryan)	2901 S Capital of Texas Hwy Ste VC8			512-523-646	
X	OPR	Arnett, Matthew Thomas (Matt)	4455 Fredericksburg Rd	Balcones Height	78201-1956	210-910-633	
X	OPR	Saum, Ryan James (Ryan)	721 Highway 71 W	Bastrop	78602-4036	512-332-200	
X	OPR	Burnside, Nicholas Dale (Nick)	5512 7th St	Bay City	77414-9499	979-476-592	
X	OPR	Henckel, Brett Taylor (Taylor)	4053 East Fwy	Baytown	77521-8271	281-917-788	
Χ	OPR	Henckel, Brett Taylor (Taylor)	5006 Garth Rd	Baytown	77521-2135	281-421-508	
X	OPR	Long, Edmond Ira Jr. (Edmond)	8738 N Highway 146	Baytown	77523-7008	281-573-457	
X	OPR	Henckel, Robert Dale (Robert)	4050 Dowlen Rd	Beaumont	77706-6849	409-347-480	
X	OPR	Henckel, Robert Dale (Robert)	3825 College St	Beaumont	77701-4621	409-835-811	
X	OPR	Bales, Vanessa L. (Vanessa)	1850 Central Dr	Bedford	76021-5890	682-300-535	
X	OPR	Zavodny, Darryl Allan (Darryl)	3600 Ranch Road 620 S Ste C	Bee Cave	78738-6875	512-263-530	
X	OPR	Sykora, David Landon (David)	1595 N I-35 Frontage Rd	Bellmead	76705	254-296-825	
X	OPR	Kirwan, Jeremy Lee (Jeremy)	8800 Highway 377 S	Benbrook	76126-3440	817-249-390	
	OPR	Moyle, Katherine Koegler (Katie)	502 E FM 700	Big Spring	79720-5716	1	

		CHICK-FIL-A REST				
ſΧ	OPR	Allen, Andrew Jenson (Drew)	1161 US HWY 290 E	Brenham	77833	979-353-022
X	OPR	Aviles, Rene Alexander (Alex)	2370 N Expressway Ste 1348	Brownsville	78521-1223	956-541-422
X	OPR	Aviles, Rene Alexander (Alex)	4325 N Expressway # 77	Brownsville	78520-9479	956-350-948
Χ	OPR	Aviles, Rene Alexander (Alex)	2150 Ruben Torres Sr Blvd	Brownsville	78526-2864	956-504-722
Χ	OPR	Hernandez, Jose Luis Jr. (Jose)	3385 Boca Chica Blvd	Brownsville	78521-4201	956-541-245
X	OPR	Jones, Bridget Nicole (Bridget)	500 E Commerce St	Brownwood	76801-1820	325-510-330
Χ	OPR	Dawson, Brent Ryan (Brent)	2210 Briarcrest Dr	Bryan	77802-5017	979-314-984
Χ	OPR	Wilson, Robert Blake (Blake)	1542 W Villa Maria Rd	Bryan	77807-2386	979-775-379
Χ	OPR	Howard, Timothy Reece (Reece)	15500 S Interstate 35	Buda	78610-3386	512-400-418
X	OPR	Ryan, Gregory Stephen (Greg)	111 Nw John Jones Dr	Burleson	76028-5154	817-447-010
Χ	OPR	Ryan, Gregory Stephen (Greg)	1105 N Burleson Blvd	Burleson	76028-7009	817-447-455
X	OPR	Agnew, Macy Macall (Macy)	2425 Old Denton Rd	Carrollton	75006-1330	972-466-241
Χ	OPR	Morris, Joseph Patrick (Joseph)	387 E Fm 1382	Cedar Hill	75104-6038	972-293-002
X	OPR	Mendoza, Priscilla Chavez (Priscilla)	1325 E Whitestone Blvd	Cedar Park	78613-7597	512-260-977
X	OPR	Haile, Tyler Reese (Tyler)	885 Cibolo Valley Drive	Cibolo	78108	210-300-270
X	OPR	Cress, LaChelle Nicole (LaChelle)	321 Marina Bay Dr	Clear Lake Shore		281-535-155
X	OPR	Flaniken, Matthew Asa (Matt)	801 W Henderson St	Cleburne	76033-4833	682-317-104
X	OPR	Huggins, Jerald Eugene (Jerald)	1700 Harvey Mitchell Pkwy S	College Station	77845-4296	979-704-559
X	OPR	Huggins, Jerald Eugene (Jerald)	4431 State Highway 6 S	College Station	77845-4428	979-690-882
X	OPR	Huggins, Jerald Eugene (Jerald)	1719 Texas Ave S	College Station	77840-3320	979-694-450
X	OPR	Price, Zachary Thomas (Zack)	5150 Colleyville Blvd	Colleyville	76034-5826	817-897-228
X	OPR	Hughes, Casey Dean (Casey)	10057 Highway 242	Conroe	77385	936-280-003
X	OPR	Hughes, Casey Dean (Casey)	453 S Loop 336 W	Conroe	77304-3303	936-494-299
X	OPR	Hughes, Casey Dean (Casey)	3425 College Park Dr	Conroe	77384-4921	936-266-041
			-			
X	OPR	Kober, Edward Manuel (Eddie)	1321 W Davis St	Conroe	 	936-441-448
X	OPR	Kennedy, Stephen Harper (Stephen)	202 Robert Griffin III Blvd	Copperas Cove	76522-3197	254-542-141
X	OPR	Slate, John Bradley (Brad)	4481 FM 2181	Corinth	 	940-498-153
X	OPR	Buentello, Yessica Estrada (Yessica)	5488 S Padre Island Dr Ste 1014	Corpus Christi	 	361-991-316
X	OPR	Buentello, Yessica Estrada (Yessica)	4946 S Staples St	<u> </u>	78411-3802	+
X	OPR	Davis, Jessica Nicole (Jessica)	9601 S Padre Island Dr		78418-5127	
X	OPR	Martinek, Denise Y. (Denise)	13701 Northwest Blvd	Corpus Christi	78410-5114	361-387-000
X	OPR	Rodriguez, Pablo (Paul)	4741 S Padre Island Dr	Corpus Christi	78411-4415	361-851-213
X	OPR	Sharp, Kevin W. (Kevin)	5929 Saratoga Blvd	Corpus Christi	1	361-906-002
X	OPR	Kosir, Dawn Rose (Dawn)	1903 S US Highway 287	Corsicana	75110-9661	430-222-317
X	OPR	Pogue, Joshua Andrew (Josh)	14041 FM 2100 Rd	Crosby	77532-6153	281-369-101
X	OPR	Self, Shawn Michael (Shawn)	11851 US Highway 380	Crossroads	76227-8215	940-365-272
X	OPR	Chaluh, David Joseph (David)	14011 Spring Cypress Rd	Cypress	77429-1964	281-394-399
Χ	OPR	Kober, Norman Edward (Norm)	28644 Highway 290	Cypress	77433-4290	281-256-712
X	OPR	Kober, Norman Edward (Norm)	25835 Highway 290	Cypress	77429-1049	281-256-242
X	OPR	Oakes, David P. (David)	10802 Fry Road	Cypress	77433	832-529-166
Χ	OPR	Oakes, David P. (David)	9823 Barker Cypress Rd	Cypress	77433-5391	281-758-124
X	OPR	Allen, Ryan Scott (Ryan)	4523 Frankford Rd	Dallas	75287-6824	972-732-654
Χ	OPR	Calva, Joshua Adam (Joshua)	1401 Elm St Ste 220	Dallas	75202-2935	214-748-452
Χ	OPR	Canales, Lori Michelle (Lori)	6176 Retail Rd Ste 100	Dallas	75231-7813	214-890-755
X	OPR	Elesawi, Noor Walid (Noor)	2429 W Wheatland Rd	Dallas	75237-3610	972-296-409
X	OPR	Gabbard, Christopher Gregg (Chris)	8687 N Central Expy Ste 2386	Dallas	75225-4561	214-363-462
X	OPR	Green, Philip Jackson (Philip)	14897 Preston Rd	Dallas	75254-7863	972-386-977
X	OPR	Gutteridge, Kyle Andrew (Kyle)	7934 Arapaho Rd	Dallas	75248-4445	469-617-123
X	OPR	Jacobs, Consuela Kennard (Consuela)	3502 W Camp Wisdom Rd	Dallas		214-736-308
X	OPR	Kelly, Curtis Durell III	15235 Montfort Rd	Dallas	75248-6457	972-385-944
X	OPR	McPherson, William Travis (William)	12120 Inwood Rd	Dallas	75244-8017	972-404-472
X	OPR	Mead, Kristi Layne (Kristi)	12795 Midway Rd	Dallas		972-243-330
X	OPR	Mulkey, Jeffrey Dan (Jeff)	1535 N Cockrell Hill Rd	Dallas	75211-1315	214-331-240
- 1	OPR	Murillo, Louis Anthony (Louie)	3040 W Mockingbird Ln	Dallas	75235-5807	214-331-240

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23								
ГΧ	OPR	Murillo, Louis Anthony (Louie)	3820 W Northwest Hwy	Dallas	75220-5139	214-353-2260		
X	OPR	Nelson, Carl E. (Carl)	9386 Lyndon B Johnson Fwy	Dallas	75243-3468	469-330-883		
X	OPR	Walkup, Michael C. (Michael)	11809 E Northwest Hwy	Dallas	75218-1412	469-389-233		
X	OPR	Walkup, Michael C. (Michael)	9111 Garland Rd	Dallas	+	214-945-423		
X	OPR	White, Jeffrey Clinton (Jeff)	7718 N Central Expy	Dallas	75206-1901	214-691-611		
X	OPR	White, Jeffrey Clinton (Jeff)	6423 Hillcrest Ave	Dallas	75205-1852	214-599-994		
X	OPR	Ortega, Rodrigo (Rodrigo)	2207 Veterans Blvd	Del Rio	78840-3120	830-775-290		
X	OPR	Medders, James Robert (Rob)	2801 W FM 120	Denison	75020	903-465-161		
X	OPR	Listi, John Matthew (Matt)	1711 S Loop 288	Denton	76205-4833	940-382-814		
X	OPR	Pearson, Jon Matthew (Matt)	2410 W University Dr	Denton		940-597-627		
X	OPR	Lee, Michael Kevin (Michael)	1640 Fm 646 Rd W	Dickinson	+	281-337-189		
X	OPR	Morris, Joseph Patrick (Joseph)	300 W Highway 67	Duncanville	1	972-283-664		
X	OPR	Longoria-Cruz, Zadai Esperanza (Zadai)	635 S Bibb Ave	Eagle Pass	78852-6359	830-335-201		
X	OPR	Martinez, Jose Fidel (Rudy)	1360 W University Dr	Edinburg	78539-2912	956-287-080		
X	OPR	Martinez, Jose Fidel (Rudy)	4300 S I-69C	Edinburg	78539	956-292-012		
X	OPR	Chavez, Sergio Denver (Sergio)	10721 Gateway South Blvd	El Paso	79924	915-821-062		
X	OPR	Hernandez, Rene Luis (Rene)	12240 Montana Ave	El Paso	79938-4851	915-857-595		
X	OPR	Hernandez, Rene Luis (Rene)	1840 N Zaragoza Rd	El Paso	79936-7911	915-921-061		
X	OPR	Martinez, Anthony (Anthony)	8401 Gateway Blvd W Ste M05	El Paso	+	915-779-132		
X	OPR	Martinez, Anthony (Anthony)	1300 Airway Blvd # A	El Paso		915-771-787		
X	OPR	Ortega, Edgar (Edgar)	6450 N Desert Blvd	El Paso		915-581-264		
X	OPR	Ortega, Edgar (Edgar)	7597 N Mesa St	El Paso		915-842-855		
X	OPR	Zayas, Marc Anthony (Marc)	1335 N Zaragoza Rd	El Paso	+	915-857-545		
X	OPR	Zayas, Marc Anthony (Marc)	12141 Eastlake Blvd	El Paso		915-249-614		
X	OPR	Ragsdale, Joshua (Josh)	390 N Interstate Highway 45	Ennis		972-875-345		
X	OPR	Flores, Ernesto III (Ernie)	3003 State Highway 121	Euless	+	817-354-565		
X	OPR	Arthur, Kenneth Darren (Kenny)	2001 Justin Rd	Flower Mound	75028-3800	972-691-399		
X	OPR	Driscoll, Jason Evan (Jason)	2001 Long Prairie Rd	Flower Mound	1	972-691-598		
X	OPR	Clark, Roger Lee (Roger)	900 E US Highway 80	Forney		972-564-366		
X	OPR	Albrecht, Matthew Mark (Matt)	2900 Western Center Blvd	Fort Worth	 	817-847-738		
X	OPR	Bales, Vanessa L. (Vanessa)	4332 Highway 360	Fort Worth	76155-2531	469-999-361		
X	OPR	Capehart, Amy Michelle (Amy)	4500 W Bailey Boswell Rd	Fort Worth	1	817-236-013		
X	OPR	Janicek, H. Mike (Mike)	4913 Bryant Irvin Rd	Fort Worth	1	817-423-880		
X	OPR	Kasprzak, Gary M. (Gary)	3580 Altamesa Blvd	Fort Worth Fort Worth	+	817-423-022		
X v	OPR OPR	Kirwan, Jeremy Lee (Jeremy) Lamb, Sandra Denise (Sandy)	4800 S Hulen St Ste 2105	Fort Worth	76132-1558 76177-2101	817-294-009 682-831-177		
X	OPR	•	3588 Highway 114 549 Carroll St	Fort Worth	+			
X X	OPR	Nguyen, Dat Tan (Dat) Pleasants, Scott Eugene (Scott)	2870 Heritage Trace Pkwy	Fort Worth	76107-2292 76177-7580	817-332-711 817-750-244		
X X	OPR	Pleasants, Scott Eugene (Scott)	2401 N Tarrant Pkwy	Fort Worth	76177-7380	817-730-244		
л Х	OPR	Russell, John Dustin (Dusty)	5601 McPherson Blvd	Fort Worth		817-232-730		
X	OPR	Slone, Bruce Wayne (Bruce)	3200 Hulen St	Fort Worth	1	817-297-400		
X	OPR	Thomas, Sanel (Sanel)	2811 N Main St	Fort Worth	76164	817-945-395		
X	OPR	Baragas, Anthony Michael (Anthony)	1757 S Friendswood Dr	Friendswood	77546-5409	832-569-225		
X	OPR	Gibson, Charles Allen (Charles)	1 Baybrook Mall	Friendswood	77546-2700	281-480-714		
X	OPR	Cooper, Talton Charles III (Talton)	2601 Preston Rd Ste 2046	Frisco	75034-9002	972-668-723		
X	OPR	Marroquin, Frieda Elizabeth (Frieda)	5377 Dallas Pkwy	Frisco	75034-7921	214-705-188		
X	OPR	Marroquin, Frieda Elizabeth (Frieda)	5211 Eldorado Pkwy	Frisco	75033-8671	214-703-188		
X	OPR	Schumacher, Jason Roy (Jay)	8875 Preston Rd	Frisco	75034-5698	214-387-388		
A X	OPR	Williams, Robert Aaron (Aaron)	7979 FM 423	Frisco	+	469-362-393		
A X	OPR	Clarke, Michael Patrick (Michael)	1001 W Highway 82	Gainesville		940-427-130		
X X	OPR	Jernigan, Jimmy Edward (Jimmy)	5425 N George Bush Hwy	Garland	75044-4801	972-496-691		
	OPR	1		_	1			
X v	+	Southers, Ryan Bradley (Ryan) Grant Agran Langdon (Agran)	1031 W University Ave	Georgetown	1	512-930-488		
X	OPR	Grant, Aaron Langdon (Aaron) Harris, Robin Snegon (Robin)	1011 E US Highway 377 1225 W Pioneer Pkwy	Granbury Grand Prairie	76048-2584	817-573-442		

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23							
ГΧ	OPR	Harris, Robin Snegon (Robin)	3970 S Carrier Pkwy	Grand Prairie	75052-6654	972-264-310	
X	OPR	Hassler, Wayne E. (Wayne)	3041 W Camp Wisdom Rd	Grand Prairie	75052-4463	817-652-080	
X	OPR	Boyd, Jarvis Ramon (Jarvis)	1235 William D Tate Ave	Grapevine	76051-4031	817-488-414	
X	OPR	Cowden, Clinton James (Clinton)	2255 E Grapevine Mills Cir	Grapevine	76051-2046	972-539-654	
X	OPR	Miner, Catherine Jo (Cathy)	3130 Interstate Highway 30	Greenville	75402-7208	903-494-572	
X	OPR	Tschirhart, Michael Allen (Mike)	5100 W Parkway St	Groves	77619-2920	409-962-563	
X	OPR	Beeman, Bradley Eugene (Brad)	201 E Central Texas Expy	Harker Heights	76548-1887	254-690-217	
X	OPR	Castellanos, Francisco (Francisco)	1814 South Business 77 Sunshine Stri	Harlingen	78550-8275	956-412-055	
X	OPR	Castellanos, Francisco (Francisco)	1021 Dixieland Rd	Harlingen	78552-5932	956-365-383	
X	OPR	Bringman, Michael Paul (Michael)	2416 US Highway 79 S	Henderson	75654-4412	430-243-344	
X	OPR	Anderson, Joseph Wilburn (Joseph)	10225 Almeda Genoa Rd	Houston	77075-2421	713-946-180	
Χ	OPR	Anthony-Garrett, Willie Marie (Willie)	6895 Highway 6 S	Houston	77083-3301	281-568-070	
X	OPR	Bradford, Wade Nichols (Wade)	6175 Highway 6 N	Houston	77084-1303	281-855-916	
X	OPR	Caddenhead, Kevin Ray (Kevin)	3635 Cypress Creek Pkwy	Houston	77068-3601	281-895-079	
X	OPR	Caddenhead, Kevin Ray (Kevin)	7007 Fm 1960 Rd W	Houston	77069-3601	281-580-430	
X	OPR	Chaluh, Nissim Jesse (Jesse)	9799 S Post Oak Rd	Houston	<u> </u>	713-965-744	
X	OPR	Chaluh, Nissim Jesse (Jesse)	2715 Southwest Fwy	Houston	<u> </u>	713-523-244	
X	OPR	Chaluh, Nissim Jesse (Jesse)	5001 Beechnut St	Houston	77096-1502	713-839-770	
X	OPR	Chin, Rebecca Grace (Becky)	7007 Gulf Fwy	Houston	77087-2503	281-645-628	
X	OPR	Chin, Rebecca Grace (Becky)	5940 Gulf Fwy	Houston	1	713-924-400	
X	OPR	DeCola, James Randall (James)	13412 Briar Forest Dr	Houston	77077-1904	281-531-550	
X	OPR	DeCola, James Kandan (James) DeCola, Joseph Domnick (Joseph)	13720 East Fwy	Houston	77015-5929	713-455-376	
л Х	OPR	DeCola, Joseph Domnick (Joseph)	5910 E Sam Houston Pkwy N	Houston	+	281-459-955	
	+		-		+	 	
X	OPR	Deyo, Jason Alan (Jason)	11520 Pearland Pkwy	Houston	<u> </u>	281-528-194	
X	OPR	Ellis, Sidney Drew (Drew)	1200 McKinney St Ste 363	Houston	+	713-650-808	
X	OPR	Ellis, Sidney Drew (Drew)	2222 Shearn St	Houston	77007-3941	713-862-431	
X	OPR	Fortsch, Jeffrey Michael (Jeff)	6840 W Sam Houston Pkwy S	Houston		281-498-780	
X	OPR	Gibson, Branden Ashford (Branden)	8609 Westheimer Rd	Houston	77063-4201	713-278-230	
X	OPR	Glynn, Joseph W. (Joe)	4410 North Fwy	Houston		713-695-888	
X	OPR	Glynn, Joseph W. (Joe)	925 North Loop W	Houston		713-861-670	
X	OPR	Goolsby, Jonathan Paul (Jon)	165 West Rd	Houston	77037-1144	281-402-400	
X	OPR	Goolsby, Jonathan Paul (Jon)	3955 Little York Rd	Houston		281-227-581	
X	OPR	Hernandez, Francisco (Francisco)	13240 Northwest Fwy	Houston		713-462-769	
X	OPR	Hernandez, Francisco (Francisco)	11011 Northwest Fwy	Houston	77092-7311	713-956-800	
X	OPR	Kilgore, Graham Bradley (Graham)	14335 E Sam Houston Pkwy N	Houston	77044-6363	281-816-102	
X	OPR	Kinney, Steven Dale Jr. (Steven)	7539 Southwest Fwy	Houston	77074-1903	713-935-152	
Χ	OPR	Kinney, Steven Dale Jr. (Steven)	5325 S Rice Ave	Houston	77081-2735	713-349-023	
X	OPR	Kober, Darlene Marie (Darlene)	1174 Willowbrook Mall	Houston	77070-5789	281-890-661	
X	OPR	Kubala, Greg Alan (Greg)	753 Dairy Ashford Rd	Houston	77079-5305	832-770-457	
Χ	OPR	Kubala, Greg Alan (Greg)	2606 S Kirkwood Rd	Houston	77077-6691	281-759-579	
Χ	OPR	McLeod, Rafael David (Rafael)	303 Memorial City Ste 385	Houston	77024-3246	713-467-686	
X	OPR	McLeod, Rafael David (Rafael)	7660 Katy Fwy	Houston	77024-2002	713-686-854	
Χ	OPR	Munson, Brad Lee (Brad)	12935 State Highway 249	Houston	77086-3332	281-445-617	
Χ	OPR	Pamphile, Colleen Karen (Colleen)	12325 Fm 1960 Rd W	Houston	77065-4808	832-912-822	
X	OPR	Pierotti, David Tyler (Tyler)	430 Cypress Creek Pkwy	Houston	77090-3520	281-444-473	
X	OPR	Rice, Austin Travis (Austin)	2267 W Sam Houston Pkwy N	Houston	77043-2308	713-561-559	
X	OPR	Rutland, Sydnea Redwine (Sydnea)	8440 Highway 6 N	Houston	77095-2004	281-550-920	
X	OPR	Sajid, Ummara (Ummara)	1900 Nasa Pkwy	Houston	77058-3503	281-333-000	
X	OPR	Salvagio, Julianne McMahon (Juli)	7900 Main St	Houston	77025-2807	713-395-388	
X	OPR	Salvagio, Julianne McMahon (Juli)	3101 W Holcombe Blvd	Houston		713-660-820	
X	OPR	Smith, Cynthia Diane (Cindy)	21622 State Highway 249	Houston	77070-1646	281-374-669	
X	OPR	Thigpen, Michael Glenn (Glenn)	9440 W Sam Houston Pkwy N	Houston	77064-6317	281-477-709	
X	OPR	Wylie, Martin Russel (Rusty)	19303 Katy Fwy	Houston	77094-1007	281-477-709	
<u>د ب</u>	TMP	Farol, Nicholas	5015 Westheimer Rd Ste 1330	Houston		713-840-881	

		CHICK-FIL-A REST	AURANT LISTING	S AS OF	<u>12/31/2</u>	23
ſΧ	OPR	Smith, Philip Marcus (Philip)	98 Hudson Oaks Dr	Hudson Oaks	76087-4705	682-231-8800
X	OPR	Johnston, Duane Lee (Duane)	9525 N Sam Houston Pkwy E	Humble	77396-2936	281-441-5108
X	OPR	Michaels, Matthew John (Matt)	19220 W Lake Houston Pkwy	Humble	77346-2180	281-852-9808
X	OPR	Michaels, Matthew John (Matt)	19707 Highway 59 N	Humble	77338-3513	281-446-2331
X	TMP	Baldwin, Bryan	20131 Highway 59 N Ste 2106	Humble	77338-2334	281-446-4255
X	OPR	Sullivan, Michael John (Michael)	285 I-45 S.	Huntsville	77340	936-571-7100
X	OPR	Cook, Charles Jackson (CJ)	767 Grapevine Hwy	Hurst	76054-2805	817-485-3337
Χ	OPR	Eager, Richard A. Jr. (Rich)	1101 Melbourne Rd Ste 2307	Hurst	76053-6212	817-595-4965
X	OPR	Eager, Richard A. Jr. (Rich)	1475 W Pipeline Rd	Hurst	76053-4628	682-503-2400
X	OPR	Steck, Kyle Edward (Kyle)	200 Ed Schmidt Blvd	Hutto	78634-5551	512-846-4093
Χ	OPR	Mayes, Michael Scott (Scott)	7850 N Macarthur Blvd	Irving	75063-7517	972-432-010
X	OPR	Smith, Ryan David (Ryan)	2525 N Belt Line Rd	Irving	75062-5288	972-252-6699
X	OPR	Smith, Ryan David (Ryan)	5350 N Macarthur Blvd	Irving	75038-3101	972-550-0277
Χ	OPR	Wade, Mary Bauer (Marybeth)	502 S Jackson St	Jacksonville	75766-2415	903-541-0330
X	OPR	Thigpen, Michael Glenn (Glenn)	17430 Northwest Fwy	Jersey Village	77040-1009	713-983-8348
Χ	OPR	Baca, Amanda Rhea (Amanda)	22159 FM 529 Rd	Katy	77493-5094	281-347-0039
X	OPR	Baca, Amanda Rhea (Amanda)	2826 W Grand Pkwy N	Katy	+	281-347-0040
X	OPR	Cavin, Cynthia Whitley (Cynthia)	25601 Nelson Way	Katy	77494-5388	281-391-554
X	OPR	Holmes, Courtney June (Courtney)	6635 FM 1463 Rd	Katy	77494	281-392-161
X	OPR	Wylie, Martin Russel (Rusty)	23860 Westheimer Pkwy	Katy	77494-3609	281-395-1114
X	OPR	Wylie, Martin Russel (Rusty)	369 S Mason Rd	Katy		281-579-9460
X	OPR	Fritz, Elizabeth Anne (Elizabeth)	1002 Keller Pkwy	Keller	76248-3611	817-562-556
X	OPR	White, Seth Hadley (Seth)	1060 Junction Hwy	Kerrville	+	830-257-690
X	OPR	Autry, Darryl James (Darryl)	916 N Kilgore St	Kilgore	+	903-983-0304
X	OPR	Early, James Madison IV (Jay)	1400 E Central Texas Expy	Killeen		254-680-5473
X	OPR	Baca, Enrique Jr. (Enrique)	2645 S US Highway 77	Kingsville	+	361-602-1050
X	OPR	Derelioglu, Zack (Zack)	195 Northpark Dr	Kingwood	77339-1543	281-577-102:
X	OPR	Sheridan, Sarah Katherine (Sarah)	4594 Kingwood Dr	Kingwood	+	281-359-2012
X	OPR	Ramirez, Joseph Anthony (Joseph)	5289 Kyle Center Dr	Kyle		512-268-674
X	OPR	Acosta, Ronnie (Ron)	9101 Spencer Hwy	La Porte		281-476-9599
X	OPR	Disisto, April Smith (April)	121 Highway 332 W # A	Lake Jackson	77566-4028	979-297-259:
X	OPR	Tipton, Michael Alexander (Mike)	6556 Lake Worth Blvd	Lake Worth	76135-3002	817-237-777
X	OPR	De Leon, Ezequiel (Zeke)	5000 San Dario Ave	Laredo	78041	956-729-1190
X	OPR	Holley, Paul Michael (Paul)	5300 North I-35, Suite 171	Laredo	78041	956-722-2328
X	OPR	Maldonado, Angel (Manny)	2460 Monarch Dr	Laredo		956-764-045
	OPR	1	1916 Bob Bullock Loop		78045-6574	956-729-8840
X		Speer, Martha C. (Marty)	*	Laredo	+	
X	OPR	Powell, Travis Elliott (Travis) Mandaga Priscilla Chayaz (Priscilla)	2805 E League City Pkwy	League City	+	281-334-0426
X	OPR	Mendoza, Priscilla Chavez (Priscilla)	1205 S Highway 183	Leander		512-528-0944
X	OPR	Braddy, Brett Gordon (Brett)	483 E Round Grove Rd	Lewisville		972-315-3685
X	OPR	Huffman, David James (David)	1201 W Main St	Lewisville	75067-3430	972-353-3000
X	OPR	Belcher, Justin Charles (Justin)	1821 US Highway 190 W	Livingston	+	936-339-0129
X	OPR	King, Charles E. (Chuck)	1740 W Loop 281	Longview	+	903-295-6633
X	OPR	King, Charles E. (Chuck)	507 E Loop 281	Longview	75605-5001	903-663-663
X	TMP	Domingo, Juan	3500 Mccann Rd	Longview	_	903-753-378
X	OPR	Cannon, David James (David)	3210 W Loop 289	Lubbock	79407-3228	806-796-774
X	OPR	Mulkey, Brandon Wayne (Brandon)	6002 Slide Rd Ste 68252	Lubbock	79414-4334	806-797-222
X	OPR	Mulkey, Brandon Wayne (Brandon)	6416 82nd St	Lubbock	79424-0804	806-783-9500
X	OPR	Mulkey, Brandon Wayne (Brandon)	6820 Slide Rd	Lubbock	_	806-798-1100
Χ	OPR	Norris, Bradley R. (Brad)	11425 Quaker Ave	Lubbock	79424-7693	806-698-671
X	OPR	Norris, Bradley R. (Brad)	8225 University Ave	Lubbock	79423-3111	806-748-399
X	OPR	Odom, Timothy Scott (Tim)	312 University Ave	Lubbock	79415-3429	806-744-156
X	OPR	Odom, Timothy Scott (Tim)	5705 4th St	Lubbock	79416-4241	806-784-028
X	OPR	Henckel, Bradley James (Brad)	250 N John Redditt Dr	Lufkin	75904-2620	936-301-2442
X	OPR	Walker, Julie Robertson (Julie)	4605 S Medford Dr	Lufkin	75901-5626	036-634-223

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23							
ГΧ	OPR	Skipper, Kendrick Ryan (Kendrick)	6543 Fm 1488 Rd	Magnolia	77354-2420	281-356-186	
X	OPR	Breedlove, Brad Alan (Brad)	1570 E Debbie Ln	Mansfield	76063-3342	817-717-263	
X	OPR	Gonzales, Donald Lee (Don)	800 N Walnut Creek Dr	Mansfield	76063-1501	817-473-272	
X	OPR	Gonzales, Donald Lee (Don)	3200 E Broad St	Mansfield	76063-5625	817-453-105	
X	OPR	Williams, Benjamin Alan (Alan)	2105 N US Highway 281	Marble Falls	78654-4319	830-693-777	
X	OPR	Snow, David Neil (David)	1400 East End Blvd. North	Marshall	75670	903-202-222	
Χ	OPR	Hancock, Michael Page (Michael)	1804 S 10th St	Mcallen	78503-5402		
X	OPR	Magdaleno, Luis Miguel (Luis)	2709 W Nolana Ave	Mcallen	78504-0029		
X	OPR	Martinez, Jose Fidel (Rudy)	7340 N 10th St	Mcallen	78504-9581	956-992-902	
X	OPR	Bridges, Matthew Neil (Matt)	6201 Eldorado Pkwy	Mckinney	75070-5625	972-369-077	
X	OPR	Davis, Christy Dawn (Christy)	5001 W University Dr	Mckinney	75071		
X	OPR	Durbin, Harry Gordon (Hank)	8700 State Highway 121	Mckinney	75070-3131	972-396-010	
X	OPR	Westback, Donald Eugene (Don)	2011 W University Dr	Mckinney	75071-2903	972-569-888	
X	OPR	Esquivel, Amanda Michelle (Amanda)	8007 E Expressway 83	Mercedes	78570-5053	956-903-470	
X	OPR	Clark, Roger Lee (Roger)	1600 N Town East Blvd	Mesquite	 	972-686-006	
X	OPR	Wallis, Samuel L. (Sam)	3054 Town East Mall	Mesquite		972-686-009	
X	OPR	Fister, Ryan Joseph (Ryan)	4511 N Midkiff Rd Ste C19	Midland	 	432-695-609	
X	OPR	Jones, Dianne E. (Dianne)	2014 Rankin Hwy	Midland	79701-1801	432-425-331	
X	OPR	Shaffer, Jason Lynn (Jason)	25 Village Cir	Midland	79701-6344	432-687-128	
X	OPR	Slatken, Andrew M. (Andy)	4508 W Loop 250 N	Midland	79707-3168	432-697-588	
X	OPR	Solis, Alejandra (Alejandra)	5120 Andrews Hwy	Midland	79703-4523	432-699-300	
X	OPR	Millender, John Paul (John)	2010 FM 663	Midlothian	76065-6509	972-775-571	
X	OPR	Venecia, Teodoro Jr. (Ted)	2501 E Interstate Highway 2	Mission	78572-6697	956-682-005	
X	OPR	Kubala, Milton Ted (Milton)	6124 Highway 6	Missouri City	77459-3802	281-261-710	
X	OPR	Levine, Anthony Michael (Tony)	9130 Highway 6	Missouri City	77459-5144	832-632-880	
X	OPR	Piotrowski, Joseph John III (Joseph)	20155 Eva St	Montgomery	77356-2007	936-597-646	
X	OPR	Howard, Charles Martin (Chuck)	105 E 16th St	Mount Pleasant	75455-2203	903-202-000	
X	OPR	Webber, Matthew Dane (Matt)	117 E Fm 544	Murphy	75094-4001	972-509-270	
X	OPR	Parr, Ramsey W. (Ramsey)	2804 North St	Nacogdoches		936-462-868	
X	OPR	Leal, Michael Anthony (Mike)	1031 S Walnut Ave	_	1	830-620-120	
X	OPR	Leedy, Hal Arthur (Hal)	1663 W State Highway 46	New Braunfels	78132-4737	830-626-043	
X	OPR	Derelioglu, Zack (Zack)	11877 N Grand Pkwy E	New Caney	77357-1839	281-354-335	
X	OPR	Beltran, Daniel Joe (Danny)	5131 Rufe Snow Dr	North Richland	1	817-281-833	
X	OPR	St. Romain, Theron Joseph (T.J.)	9130 N Tarrant Pkwy	North Richland	 	 	
X	OPR	Dunn, Russell Wayne (Rusty)	3805 E 42nd St	Odessa	79762-5947	432-550-742	
X	OPR	Dye, Denton Lincoln (Denton)	4109 Faudree Rd	Odessa	79765-8511	432-215-902	
X	OPR	Saxton, Nathaniel Aaron (Nate)	106 E University Blvd	Odessa	79762-7665	432-360-102	
X	OPR	Ashby, Kyle Ross (Kyle)	3130 N 16th St	Orange	1	866-771-696	
X	OPR	Emter, Riley Wayne (Riley)	1940 S Loop 256	Palestine	75801-5916	903-922-716	
X	OPR	Gonzalez, Jose Isabel (Joe)	214 E Mile 3 Rd	Palmhurst	78573-5078	956-580-999	
X	OPR	Hernandez, Moises Eli (Moises)	3420 Lamar Ave	Paris		903-224-383	
X	OPR	Wilbanks, Luke Patrick (Luke)	3700 Spencer Hwy	Pasadena		832-384-822	
X	OPR	Wilbanks, Luke Patrick (Luke)	5104 Fairmont Pkwy	Pasadena	77505-3728	281-998-230	
X	OPR	Bullington, Bryan Lee (Bryan)	3621 Business Center Dr	Pearland		713-436-054	
X	OPR	Bullington, Bryan Lee (Bryan)	10105 Broadway St	Pearland	1	713-436-670	
X v	OPR	Bullington, Bryan Lee (Bryan)	11629 Shadow Creek Pkwy	Pearland	77584-7262	713-340-119	
X	OPR	Deyo, Jason Alan (Jason)	2660 Pearland Pkwy	Pearland	77581-5350	281-412-497	
X	OPR	Smith, Jason Bradley (Jake)	1512 Broadway St	Pearland	77581-5802	281-992-960	
X	OPR	Gonzalez, Jose Isabel (Joe)	2001 US HWY 83	Penitas	78576	956-391-257	
X	OPR	LeCroy, Zachary Gray (Zack)	18617 Limestone Commercial Dr	Pflugerville	1	512-251-442	
X	OPR	Hancock, Michael Page (Michael)	2023 W Interstate 2	Pharr		956-283-102	
X	OPR	Bulmann, Kevin John (Kevin)	7000 W Spring Creek Pkwy	Plano	†	972-937-909	
X	OPR	Ding, Joshua (Josh)	6408 W Plano Pkwy 1909 Preston Rd	Plano Plano	75093-8206 75093-5102	972-781-178	

		CHICK-FIL-A RESTA	URANT LISTING	AS OF	12/31/2	23
X	OPR	Jernigan, Jimmy Edward (Jimmy)	300 W Plano Pkwy	Plano	75075-8926	972-578-9477
X	OPR	Maroney, John Mark (John)	6240 Coit Rd	Plano	75023-3812	972-769-8147
X	OPR	Schumacher, Jason Roy (Jay)	8501 Preston Road	Plano	75024	
X	OPR	Tschirhart, Michael Allen (Mike)	8701 Memorial Blvd	Port Arthur	77640-1554	409-722-4536
X	OPR	Baltazar, Claudia Yvonne (Claudia)	1125 US Highway 181	Portland	78374-1707	361-333-5311
X	OPR	Williams, Robert Aaron (Aaron)	4420 W University Dr	Prosper	75078-8136	972-433-1012
X	OPR	Wright, Christopher Lee (Chris)	1091 S Preston Rd	Prosper	75078-9294	972-433-1202
X	OPR	Trojacek, Jeremy Blain (Jeremy)	200 Sharaf Avenue	Red Oak	75154	972-576-4804
X	OPR	Hassler, Philip Wayne (Philip)	1400 E Renner Rd	Richardson	75082-2100	972-665-7064
X	OPR	Nelson, Carl E. (Carl)	603 S Plano Rd	Richardson	75081-4512	972-480-0090
Χ	OPR	Vann, Aaron Thomas (Aaron)	106 W Campbell Rd	Richardson	75080-3510	972-479-8930
X	OPR	Parker, Larry Clifford (Cliff)	5644 W Grand Pkwy S	Richmond	77406-5880	281-238-777
X	OPR	Parker, Larry Clifford (Cliff)	19245 W Bellfort St	Richmond	77407	281-980-0007
Χ	OPR	Alcocer, David Enrique (David)	4505 E US Hwy 83	Rio Grande City	78582	956-848-8002
X	OPR	Lamb, Sandra Denise (Sandy)	1300 N Highway 377	Roanoke	76262-9115	817-491-2955
X	OPR	Moseley, Timothy Paul (Tim)	1979 N Goliad	Rockwall	75087	972-722-7010
X	OPR	Moseley, Timothy Paul (Tim)	2835 Ridge Rd	Rockwall	75032-5528	972-772-4443
X	OPR	Graves, Quartus Paul III (Quart)	24734 Southwest Fwy	Rosenberg	77471-5972	832-595-6800
X	OPR	Johnson, Jared Allen (Jared)	2350 E Palm Valley Blvd	Round Rock	78665-2345	512-660-1018
X	OPR	Johnson, Jared Allen (Jared)	305 University Blvd	Round Rock	78665-1045	512-244-4922
X	OPR	Johnson, Kathleen Elizabeth (Kathleen)	110 Louis Henna Blvd	Round Rock	78664-7300	512-218-4884
X	OPR	Encinia, Rebecca Barrera (Becky)	8500 Lakeview Pkwy	Rowlett	75088-9304	972-373-1288
X	OPR	Encinia, Rebecca Barrera (Becky)	2617 Lakeview Pkwy	Rowlett	75088-3352	972-412-1804
Χ	OPR	Hancock, Jordan Allen (Jordan)	4001 Sunset Dr	San Angelo	76904-5657	325-944-835
X	OPR	Watkins, Robert Wade (Rob)	1609 Knickerbocker Rd	San Angelo		325-227-405
X	OPR	Watkins, Robert Wade (Rob)	3720 S FM 2288	San Angelo	76901-5244	325-944-936
X	OPR	Akin, Daniel Ray (Dan)	27 NE Loop 410	San Antonio	78216-5896	210-524-9084
X	OPR	Carpenter, Floyd Leslie (Floyd)	2660 Sw Military Dr	San Antonio	78224-1028	210-921-319
X	OPR	Carpenter, Michael Leslie (Michael)	2310 SW Military Dr Ste 108	San Antonio	78224-1409	210-927-1680
X	OPR	Cunningham, Joshua Ryan (Joshua)	24503 W Interstate 10	San Antonio	78257-1537	210-698-7060
X	OPR	Fiala, Jordan Andrew (Jordan)	14521 Potranco Rd	San Antonio	78245-7186	210-939-645
X	OPR	Garrison, Brian Scott (Brian)	18310 Blanco Rd	San Antonio	78258-4005	210-495-6488
X	OPR	Garza, Juan de Dios (Juan)	18120 San Pedro Ave	San Antonio	78232-1421	210-495-7453
X	OPR	Garza, Juan de Dios (Juan)	1555 North FM 1604 East	San Antonio	78232	210-495-7453
X	OPR	Gonzalez, Cynthia Rodriguez (Cindy)	18203 W Interstate 10	San Antonio	78257-9538	210-698-8200
X	OPR	Gonzalez, Richard (Richard)	11558 Bandera Rd	San Antonio	78250-6807	210-523-1872
X	OPR	Helwig, Chad Walker (Chad)	5189 De Zavala Rd	San Antonio		210-699-6100
X	OPR	Losoya, Diana Lynn (Diana)	15900 La Cantera Pkwy Ste 12000	San Antonio		210-696-0700
Χ	OPR	Mills, Michael Ryan (Mike)	7010 Fm 78	San Antonio	78244-1758	210-310-224
X	OPR	Patterson, Gregory Fritz (Greg)	10203 W Military Dr	San Antonio	78251	210-810-4092
X	OPR	Patterson, Gregory Fritz (Greg)	5615 W Loop 1604 N	San Antonio		210-647-3090
X	OPR	Patterson, Gregory Fritz (Greg)	10634 Potranco Rd	San Antonio		210-520-5575
X	OPR	Perez, Miguel Angel (Mike)	7400 San Pedro Ave Ste 10	San Antonio		210-342-1190
X	OPR	Pfluke, Richard Wynn (Rick)	6565 Ingram Rd	San Antonio		210-767-9193
X	OPR	Pfluke, Richard Wynn (Rick)	6301 Nw Loop 410 Ste Vc9	San Antonio		210-684-652
X	OPR	Ramirez-Bustamante, Adriana P. (Adriana)	5552 NW Loop 410	San Antonio		210-888-0419
X	OPR	Ramirez-Bustamante, Adriana P. (Adriana)	5803 Babcock Rd	San Antonio		210-694-4553
X	OPR	Resendez, Ana Julia (Anajulia)	6909 N Loop 1604 E Ste 2072	San Antonio		210-651-6637
X	OPR	Roberts, Ryan Thomas (Ryan)	10503 NW Military Hwy	San Antonio		210-479-5000
X	OPR	Spice, Donald Henry (Don)	3214 SE Military Dr	San Antonio		210-337-9333
X	OPR	Spice, Donald Henry (Don)	4110 S New Braunfels Ave	San Antonio		210-531-2919
X	OPR	Stover, Benjamin Joseph (Ben)	20831 U S 281	San Antonio	78258	210-402-730
X	OPR	Walker, Anthony Quinn (Anthony)	1350 Austin Hwy	San Antonio	78209-4330	210-824-6400
	OPR	Wasserman, Mark Robert (Mark)	4715 Medical Dr	San Antonio		210-615-5293

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23						23
ГΧ	OPR	Williams, James Dominic (Jamie)	106 E Houston St	San Antonio	78205-2223	210-319-4009
X	OPR	Williamson, Robert Allen (Bob)	2203 SE Loop 410	San Antonio	78220-4945	210-460-4690
X	OPR	Young, Shelly S. (Shelly)	8221 Marbach Rd	San Antonio	78227-1652	210-673-277
X	OPR	Sprencel, Jon Robert (Jon)	1433 N Interstate 35	San Marcos	78666-7219	512-392-018
X	OPR	Sprencel, Jon Robert (Jon)	2213 S Interstate 35	San Marcos	78666-5918	512-392-577
Χ	OPR	Haile, Tyler Reese (Tyler)	6038 FM 3009	Schertz	78154-3236	210-540-351
Χ	OPR	Edwards, Janell B. (Janell)	8371 Agora Pkwy	Selma	78154-1316	210-945-200
X	OPR	Medders, James Robert (Rob)	3500 N US Highway 75	Sherman	75090-2563	903-870-200
X	OPR	St. Romain, Theron Joseph (T.J.)	2301 E Southlake Blvd	Southlake	76092-6603	817-481-715
X	OPR	Farris, James Bret (Bret)	3195 Riley Fuzzel Rd	Spring	77386-2810	281-864-100
X	OPR	Ludwig, Michael Martin (Mike)	8510 Spring Cypress Rd	Spring	77379-3131	281-251-099
X	OPR	Ludwig, Michael Martin (Mike)	5905 FM 2920 Rd	Spring	77388-3016	281-353-460
X	OPR	Magdaleno, Miguel (Mike)	2102 Spring Stuebner Rd	Spring	77389-4813	281-353-750
X	OPR	Magdaleno, Miguel (Mike)	20608 Interstate 45	Spring	77373-2925	281-353-433
X	OPR	Alvarado, Jean Paul (Jean-Paul)	12161 Southwest Fwy	Stafford	77477-2303	281-564-006
X	OPR	Bennett, Lance Douglas (Lance)	2798 W Washington St	Stephenville	76401-3702	254-431-333
X	OPR	Graves, Quartus Paul III (Quart)	20010 Southwest Fwy	Sugar Land	77479-6310	281-342-780
X	OPR	Kubala, Brent Ted (Brent)	2323 Highway 6	Sugar Land	77478-4109	281-494-380
X	OPR	Kubala, Brent Ted (Brent)	16535 Southwest Fwy	Sugar Land	77479-2321	281-494-250
X	OPR	Bullington, Bryson Key (Bryson)	130 Shannon Rd E	Sulphur Springs	75482-4823	903-438-135
X	OPR	Clark, Roger Lee (Roger)	176 South Collins Road	Sunnyvale	75182	972-863-988
X	OPR	Joy, Harold Stephen (Steve)	3303 S 31st St	Temple	76502-1927	254-778-188
X	OPR	Joy, Harold Stephen (Steve)	114 N 31st St	Temple		254-771-202
X	OPR	Johnson, Steven Lee Jr. (Lee)	1300 FM 148	Terrell		469-250-660
X	OPR	Cress, Jonathan David (Jonathan)	2400 Richmond Rd	Texarkana		903-832-318
X	OPR	Flowers, Justin Joseph (Justin)	2601 Richmond Rd	Texarkana		903-223-056
X	OPR	Brailsford, Renwick Kolby (Kolby)	3440 Palmer Hwy	Texas City		409-943-424
X	OPR	Leonhardi, Warren Michael (Warren)	3705 Main St	The Colony	<u> </u>	972-370-276
X	OPR	Murray, Edward I. (Ed)	1660 Lake Woodlands Dr	The Woodlands		281-364-047
X	OPR	Murray, Edward I. (Ed)	720 Sawdust Rd	The Woodlands		
X	OPR	Murray, Edward I. (Ed)	1201 Lake Woodlands Dr Ste 2146		77380-5003	281-364-058
X	OPR	Skipper, Kendrick Ryan (Kendrick)	8020 Research Forest Dr		77382-1501	281-367-095
X	OPR	Horsley, Scott Matthew (Matthew)	14314 FM 2920 Rd	Tomball		281-516-737
X	OPR	Powell, Adam Ryan (Adam)	25630 Kuykendahl Rd	Tomball		281-516-950
X	OPR	Sienko, Eric Bryan (Eric)	20010 Cypress Rosehill Rd	Tomball	77377	832-900-218
X	OPR	Eason, Lance Brinson (Ikey)	3830 Troup Hwy	Tyler	75703-1726	903-561-232
X	OPR	Johnson, Joshua Lloyd (Joshua)	13816 Highway 69 N	Tyler	75706	903-266-060
X	OPR	Johnston, Jeffrey Wayne (Jeff)	5716 S Broadway Ave	Tyler	75703-4349	903-534-469
X	OPR	Williams, Joseph Kelly (Joseph)	4601 S Broadway Ave	Tyler	75703-1307	903-561-427
X	OPR	Murphy, James David (David)	714 E Rio Grande St	Victoria	77901-6037	361-575-507
X	OPR	Murphy, James David (David)	6104 N Navarro St	Victoria	77904-1767	361-576-507
X	OPR	Murphy, James David (David)	7800 Hallettsville Highway #155	Victoria	77901 1707	361-576-507
X	OPR	Roye, Jason Heath (Jake)	6001 W Waco Dr Ste 102	Waco	76710-6301	254-776-673
X	OPR	Roye, Jason Heath (Jake)	4310 Franklin Ave	Waco		254-776-566
X	OPR	Sykora, David Landon (David)	901 S 7th St	Waco	76706-1131	254-218-345
X	OPR	Andreani, Fulvio Serafino (Fulvio)	8016 Denton Hwy	Watauga	76148-2464	817-498-688
X	OPR	Browne, Philip Drake (Philip)	3348 S. Interstate Highway 35 E	Waxahachie	75165	517-770-000
X	OPR	Browne, Philip Drake (Philip)		Waxahachie	75165 75165-5166	972-937-150
X	OPR	Smith, Philip Marcus (Philip)				712-731-130
	OPR		2606 S. Main St. Weatherford 76087		77598-3868	201 400 111
X v	OPR	Gibson, Charles Allen (Charles)	18323 Gulf Fwy	Weslage		281-488-111
X		Marbar-Ruiz, Maria Antonieta (Toni)				956-968-889
X	OPR	Taylor, William Ryan (Ryan)	<u> </u>			512-329-917
X	OPR	Hillerbrand, Johannes Kristopher (Johannes)	6650 Westworth Blvd 9105 Clifford Street	Westworth Villa White Settlemen	1	817-735-822 817-246-242

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23						
ТХ	OPR	Leach, Mary Beth (Mary Beth)	4101 Southwest Pkwy	Wichita Falls	76308-4301	940-689-8000
Χ	OPR	Leach, Mary Beth (Mary Beth)	3704 Call Field Rd	Wichita Falls	76308-2724	940-691-5000
X	OPR	Kober, Edward Manuel (Eddie)	12310 Old Montgomery Rd	Willis	77318-5649	936-228-7503
X	OPR	Webber, Matthew Dane (Matt)	400 S Highway 78	Wylie	75098-3945	972-442-8035
T	OPR	Pyne, Dustin Adams (Dusty)	183 N West State Rd	American Fork	84003-1693	801-763-269
Т	OPR	Smith, Kelli Kristina (Kelli)	540 N 800 W	Centerville	84014-2006	801-292-0420
T	OPR	Apolonio, Troy F. (Troy)	357 E 12300 S	Draper	84020-9504	801-495-2004
Т	OPR	Poor, Seth Michael (Seth)	440 N Station Pkwy	Farmington	84025-2977	801-451-702
JΤ	OPR	Rasmussen, Tyler R. (Tyler)	651 W Antelope Dr	Layton	84041-1628	801-776-8640
JΤ	TMP	McCoy, James	1201 N Hill Field Rd	Layton	84041-5137	801-546-4812
T	OPR	Pyne, Dustin Adams (Dusty)	3470 N Digital Dr	Lehi	84043-6690	801-341-0269
JΤ	OPR	Goettsche, Cory Julius (Cory)	1323 N Main St	Logan	84341-2221	435-755-8300
JΤ	OPR	Parsons, Kenneth Eugene (Gene)	1088 E Fort Union Blvd	Midvale	84047-1802	801-562-590
T	OPR	Allman, Andrew West (Andrew)	6191 S State St Ste 348	Murray		801-281-0673
Т	OPR	Allman, Andrew West (Andrew)	5175 S State St	Murray	1	801-262-068
Т	OPR	Norman, Barton Jay (Bart)	1120 Washington Blvd	Ogden	 	801-394-199
JT	OPR	MacDonald, Jason Alan (Jason)	121 N State St	Orem		801-221-999
JТ	TMP	Matthews, Kory	575 E University Pkwy Ste M208	Orem	 	801-224-095
JТ	OPR	Crook, Terrill Lee (Terry)	484 W Cougar Blvd	Provo		801-374-269
JT	OPR	Dennis, Ryan Edward (Ryan)	4067 Riverdale Rd	Riverdale	 	801-394-066
JT	OPR	Freeman, Nathan Wells (Nathan)	4627 W Partridge Hill Ln	Riverton	84096-1857	801-509-768
JT	OPR	Macdonald, Deven M. (Deven)	1333 S. Auto Mall Drive, Bldg 200	Saint George	84770	435-922-077
JТ	OPR	Macdonald, Deven M. (Deven)	15 S River Rd Ste 500	Saint George		435-656-465
JT	OPR	Champeau, Eric Brady (Eric)	1206 E 2100 S	Salt Lake City	 	801-486-0609
JT	OPR	Groom, Harrison Lewis (Harrison)	28 S State St # FC-101	Salt Lake City Salt Lake City		385-259-712
				+	84101-1216	363-239-712
JT JT	OPR OPR	Reynolds, Nicholas W. (Nick)	301 W South Temple 10090 S State St	Salt Lake City		801-563-971
		Apolonio, Troy F. (Troy)		Sandy	1	
JT	OPR	Clayton, Benjamin Brigham (Ben)	931 N Redwood Rd	Saratoga Springs	 	801-508-225
JT T	OPR	Reynolds, Nicholas W. (Nick)	11494 S District Dr	South Jordan		801-727-269
JT IT	OPR	Rasband, Scott Wayne (Scott)	825 E Highway 6	Spanish Fork	 	801-798-8129
JT JT	OPR	Griffith, Matthew (Matt)	5580 S Redwood Rd	Taylorsville		801-969-600
JT IT	OPR	Dinsdale, Robert Stephen (Rob)	7676 S Campus View Dr	West Jordan		385-377-7882
JT 	OPR	Howard, Paul L. (Paul)	3246 S 5600 W	West Valley City		
'A	OPR	Brommer, Eric Gordon (Eric)	7130 Little River Tpke	Annandale	 	703-750-547
⁷ A	OPR	Brock-Lelyo, Erica Rae (Erica)	671 N Glebe Rd Ste 1270	Arlington	1	571-992-002
/A	OPR	Demetriades, George Gus Jr. (George)	710 12th St S	Arlington	22202-4289	703-416-671
'A	OPR	Demetriades, George Gus Jr. (George)	2200 Crystal Dr Ste G	Arlington	22202-3730	703-415-781:
Ά	OPR	Digges, Edward William III (Bill)	44835 Lakeview Overlook Plz	Ashburn	20147-5907	703-723-617
'A	OPR	Summers, Brian DeLacy (Brian)	43520 Yukon Dr	Ashburn	20147-6992	571-918-428
'A	OPR	Rice, Charles Howe (Howe)	815 England St	Ashland		804-798-900
⁷ A	OPR	Pollard, David Andrew (Dave)	3483 Lee Hwy	Bristol		276-466-581
'A	OPR	Fulgencio, Nicanor Alano Jr. (Nick)	5815 Burke Centre Pkwy	Burke	22015-2237	703-250-700
Ά	OPR	Athanasakis, Michael Christopher (Mike)	3454 Historic Sully Way	Chantilly	20151-3046	703-595-293
'A	OPR	Kim, Peter Sung-Hyuk (Peter)	4201 Chantilly Shopping Center	Chantilly	20151	703-631-225
Ά	OPR	Kim, Peter Sung-Hyuk (Peter)	13962 Lee Jackson Memorial Hwy	Chantilly	20151-3202	703-378-225
Ά	OPR	Owen, Walter O. (Walter)	350 Woodbrook Dr	Charlottesville		434-872-018
Ά	OPR	Ritter, Bryan Michael (Bryan)	1626 Richmond Rd	Charlottesville	22911-3507	434-245-525
Ά	OPR	Ritter, Bryan Michael (Bryan)	1000 Emmet St N	Charlottesville	22903-4816	
Ά	OPR	Berry, Wesley Scott (Scott)	600 Grassfield Pkwy	Chesapeake	23323	
Ά	OPR	Cichorz, John Mark (Mark)	1516 Sams Cir	Chesapeake	23320-4693	757-547-450
Ά	OPR	Davis, William Holladay (Bill)	1428 Greenbrier Pkwy	Chesapeake	23320-2831	
Ά	OPR	Hess, Sean Roy (Sean)	4204 Portsmouth Blvd	Chesapeake	23321-2129	757-465-813
γA	OPR	Ward, William George Derrick (Derrick)	205 Carmichael Way	Chesapeake	23322-2182	757-421-3580
	TMP	Burnette, Lauren Alexandra	1516 Sams Cir	Chesapeake	23320-4693	757-547-4503

VΑ			AURANT LISTING			
	OPR	Branch, Jason Derrick (Jason)	2900 W Hundred Rd	Chester	23831-2126	804-706-623
'A	OPR	Mercer, Robert Todd (Todd)	14101 Hull Street Rd	Chesterfield	23832-2780	804-639-014
A	OPR	Kuchan, Eric Robert (Eric)	2580 N Franklin St	Christiansburg	24073-1000	540-394-448
Ά	OPR	Anderson, Stacie Safritt (Stacie)	661 Southpark Blvd	Colonial Heights		804-524-494
Ά	OPR	Riddle, Jason Edward (Jason)	384 Southpark Cir Spc B-10	Colonial Heights	23834	804-520-478
Ά	OPR	Combs, Frederick Lee (Rick)	15275 Creativity Dr	Culpeper	22701-2504	540-825-444
Ά	OPR	Brady, Thomas Colin (Colin)	3535 Riverside Dr	Danville	24541-4633	434-799-198
'A	OPR	Brady, Thomas Colin (Colin)	325 Piedmont Dr	Danville	24540-4028	434-791-316
/A	OPR	Yang, Natalie Kia (Natalie)	3330 Pine Bluff Drive	Dumfries	22026-6847	703-291-896
'A	OPR	Yang, Natalie Kia (Natalie)	3880 Fettler Park Dr	Dumfries	22025-1995	703-221-842
'A	OPR	Natolly, John Francis III (John)	9509 Fairfax Blvd	Fairfax	22031-4740	703-934-215
'A	OPR	Smith, William Justin Bradley (Justin)	4516 Fair Knoll Dr	Fairfax	22033-3866	703-222-109
'A	OPR	Clemans, Andrew Jason (A.J.)	6108c Arlington Blvd	Falls Church	22044-2901	703-533-028
Ά	OPR	Abbott, Timothy Paul (Tim)	1094 International Pkwy	Fredericksburg	22406-1155	540-752-006
'A	OPR	Fleming, Todd Ayers (Todd)	1698 Carl D Silver Pkwy	Fredericksburg	22401-4924	540-786-797
'A	OPR	Gaita, Joshua Dallas (Josh)	4220 Plank Rd		22407-4806	540-786-113
Ά	OPR	Jany, Paul Frank Jr. (Paul)	9900 Southpoint Pkwy	Fredericksburg	22407-2702	540-834-419
'Α	OPR	Jany, Paul Frank Jr. (Paul)	10419 Patriot Hwy	Fredericksburg	22408-2608	
Ά	OPR	Sullivan, James Willard IV (James)	8020 Spotsylvania Mall	Fredericksburg	22407	540-786-644
⁷ A	OPR	Ward, Jason Matthew (Jason)	5015 Wellington Rd	Gainesville	20155-4052	703-753-894
/A	OPR	Rice, Charles Howe (Howe)	10176 Brook Rd	Glen Allen	23059-6507	804-627-049
γA	OPR	Gordon, John French III (John)	6780 Waltons Ln	Gloucester	23061-6121	804-693-458
/A	OPR	Perry, James Oliver (James)	110 Market Place Dr	Hampton	23666-3118	757-825-222
'A	OPR	Perry, James Oliver (James)	5018 Mercury Blvd	Hampton	23605-1402	
7A	OPR	Witten, Norman F. Jr. (Red)	2140 Coliseum Dr	Hampton		757-826-127
/A	OPR	Bellamy, Ashley Hall (Ashley)	1691 E Market St	Harrisonburg	22801-5117	540-574-223
/A	OPR	Ward, Jason Matthew (Jason)	15180 Washington St	Haymarket	20169-2949	571-222-756
/A	OPR	Volk, Nolan Ross (Nolan)	16423 Commerce Drive	King George	22485	540-908-201
/A	OPR	Barnett, Andrea Lynn (Andrea)	5808 Kingstowne Ctr	Kingstowne	22315-5704	210 900 201
/A	OPR	Dollar, Braden George (Braden)	19313 Front Street	Leesburg	20176	571-440-223
/A	OPR	O'Dell, Danielle Lee (Danielle)	1002 Edwards Ferry Rd NE	Leesburg	20176-3346	703-777-120
'A	OPR	O'Dell, Danielle Lee (Danielle)	304 Kellys Ford Plaza SE	Leesburg	20176-3346	703-777-120
	OPR	Bruner, Stephen Luke (Stephen)	25 Hotel Drive	Lexington	24450	703-717-010
/A /A	OPR	Hall, Lee Edmund (Lee)	4003 Wards Rd	Lynchburg	 	434-239-255
	OPR	Hall, Lee Edmund (Lee)	3405 Candlers Mountain Rd Ste Fc6	-		
A A	OPR	Hall, Lee Edmund (Lee)	2305 Wards Rd	Lynchburg	24502-2218 24502-2101	434-237-523
	-	· ·		Lynchburg	 	
/A	OPR	Marshall, Frank Dwayne (Dwayne)	21123 Timberlake Rd	Lynchburg	24502	702 265 020
/A	OPR	Lovitt, Michael Houston (Mike)	9939 Sowder Village Sq	Manassas	20109-5469	703-365-929
/A	OPR	Smith, Jeremy Allyn (Jeremy)	10677 Sudley Manor Dr	Manassas	20109-2844	703-330-772
	OPR	Snyder, George Lawrence (George)	9506 Liberia Ave	Manassas		703-331-188
'A	OPR	Wulff, Daniel Raymond (Danny)	400 Liberty St	Martinsville	1	276-632-244
/A	OPR	Baldwin, Mark Stephen (Mark)	7285 Battle Hill Dr	Mechanicsville	 	804-730-263
/A	OPR	Baldwin, Mark Stephen (Mark)	9080 Times Dispatch Blvd	Mechanicsville	23116-2019	804-938-742
'A	OPR	DeVriendt, Erik Leslie (Erik)	132 Schofield Dr	Midlothian		804-378-423
'A	OPR	Ryan, Kathryn Ann (Katie)	12301 Chattanooga Plz	Midlothian	23112-4867	804-744-909
/A	OPR	Hall, Corey Tyler (Corey)	12300 Jefferson Ave Spc 740-F1	Newport News	23602-6900	757-750-111
Ά	OPR	Hobert, Christopher G. (Chris)	12128 Jefferson Ave	Newport News	23602-6908	757-882-884
Ά	OPR	McClure, Sean David (Sean)	12423 Warwick Blvd	Newport News	23606-3006	757-595-031
Ά	OPR	Barnes, Jason Wyatt (Jason)	1501 Premium Outlets Blvd	Norfolk	23502-5526	
	OPR	Easmeil, Mahmood Ali (Mike)	1600 Monticello Ave	Norfolk	23510-2620	757-446-800
Ά			1	D. T. C. 11	102502 2220	1757 461 046
A	OPR	Ortiz, Juan Manuel Jr. (Juan)	1205 N Military Hwy	Norfolk	23502-2228	/3/-401-940
VA VA VA	OPR OPR	Ortiz, Juan Manuel Jr. (Juan) Singh, Bir Mohan (Bir) Umberger, Jason Carter (Jason)	1205 N Military Hwy 11500 Midlothian Tpke Ste 478 1590 Koger Center Blvd	Nortolk North Chesterfie		757-461-946 804-794-435

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23						
VA	OPR	Hawryschuk, Jennifer Suzanne (Jennifer)	165 Purcellville Gateway Dr	Purcellville	20132-3490	540-338-0833
Ά	OPR	Everett, John Lawrence (Larry)	1494 Northpoint Village Ctr	Reston	20194-1190	703-481-172
Α	OPR	Kim, David Sung-Soo (David)	12160 Sunset Hills Rd	Reston	20190-5840	571-203-123
Α	OPR	Fletcher, Bryan Timothy (Bryan)	1529 N Parham Rd	Richmond	23229-4604	804-282-428
Ά	OPR	Fox, Tricia Christine (Tricia)	7125 Forest Hill Ave	Richmond	23225-1501	804-272-505
Ά	OPR	Jordan, Cole Richard (Cole)	9100 W Broad St	Richmond	23294-5805	804-273-043
'Α	OPR	Kell, William Blake (Blake)	1601 Willow Lawn Dr	Richmond	23230-3427	804-282-967
Ά	OPR	Kell, William Blake (Blake)	4920 W Broad St	Richmond	23230-3115	804-662-566
'Α	OPR	Preservati, Robert Ryan (Rob)	3380 Pump Rd	Richmond	23233-1130	804-364-020
'Α	OPR	Preservati, Robert Ryan (Rob)	12586 Broad Street Rd	Richmond	23238	
'Α	OPR	Riad, John Benyameen (John)	11800 W Broad St Ste 1008	Richmond	23233-7914	804-307-274
'Α	OPR	Williams, Gregory Wesley (Greg)	4443 S Laburnum Ave	Richmond	23231-2419	804-236-460
'Α	OPR	Childress, Bobby Ray Jr. (Bob)	4110 Southern Hills Dr Sw	Roanoke	24014-5221	540-989-208
Ά	OPR	Childress, Bobby Ray Jr. (Bob)	4805 Valley View Blvd NW	Roanoke	•	540-362-116
Ά	OPR	Childress, Bobby Ray Jr. (Bob)	4802 Valley View Blvd NW	Roanoke	+	540-362-906
Ά	OPR	Duffessy, Robert John (Bob)	3814 Challenger Ave	Roanoke		540-685-425
'Α	OPR	Miles, Shaine Michael (Shaine)	1353 W Main St	Salem	1	540-387-209
'A	OPR	Vinci, James Kyle (Kyle)	43310 Defender Dr	South Riding	20152-5325	703-722-882
A	OPR	Barnett, Andrea Lynn (Andrea)	6681a Backlick Rd	Springfield	22150-2702	703-644-015
'A	OPR	Daniel, Larry Terrell (Terrell)	30 Wyche Road	Stafford	22554	540-505-061
'A	OPR	Hubley, Jeffrey Daniel (Jeff)	25 Dunn Dr	Stafford	22556-1558	540-657-793
'A	OPR	Hawkins, James Crawford IV (Jay)	101 George Cochran Pkwy	Staunton	24401-9172	1.1.2 007 773
'A	OPR	Digges, Edward William III (Bill)	45440 Dulles Crossing Plz	Sterling	1	703-444-030
'A	OPR	Smith, Jordan-Daniel Phillip (Jordan)	46920 Community Plz	Sterling	+	703-444-190
'A	OPR	Summers, Brian DeLacy (Brian)	22015 Dulles Retail Plz	Sterling	1	571-325-266
'A	OPR	Curran, Daniel Joseph (Dan)	6212 College Dr	Suffolk	+	757-686-463
A A	OPR	Digby-Dalton, Nicole Maureen (Nicki)	1018 N Main St	Suffolk	23434-4317	757-538-094
A A	OPR	Adako, Deji Noma (Deji)	8461 Leesburg Pike Ste B	Vienna	+	703-847-151
/A	OPR		-	Vienna		571-363-394
/A	OPR	Davis, Najee Hakeem (Najee)	538 Maple Ave W		23455-5523	
		Barnes, Jason Wyatt (Jason)	1097 Independence Blvd	-	•	
/A	OPR	Burnette, Brian Gregory (Brian)	877 Lynnhaven Pkwy	Virginia Beach	23452-7203	757-468-100
/A	OPR	Burnette, Brian Gregory (Brian)	2013 Lynnhaven Pkwy	Virginia Beach	23456-1410	757-471-449
/A	OPR	Cheney, Natalie Marie (Natalie)	749 First Colonial Rd	Virginia Beach	1	757-437-892
'A	OPR	Clark, Melody Marie (Melody)	701 Lynnhaven Pkwy	Virginia Beach	23452-7299	757-340-117
A	OPR	Davis, William Holladay (Bill)	5409 Indian River Rd	Virginia Beach	23464-5322	757-578-480
A	OPR	Jones, Gerrard (Gerrard)	1524 General Booth Blvd	Virginia Beach	23454-5103	757-426-663
A	OPR	Mitchell, Mark P. (Mark)	4752 Virginia Beach Blvd	Virginia Beach	23462-3104	
Ά	OPR	Brock, Paul Francis (Paul)	256 W Lee Hwy	Warrenton	•	540-347-979
Α	OPR	Hawkins, James Crawford IV (Jay)	710 Shenandoah Village Dr	Waynesboro	22980-9314	540-932-920
Ά	OPR	Holland, John Wrenn (Wrenn)	6732 Mooretown Rd	Williamsburg	23188-2164	757-253-646
Ά	OPR	Peto, Scott Eric (Scott)	4610 Monticello Ave	Williamsburg	23188-8200	757-564-680
A	OPR	Guffee, Charles D. (Chuck)	112 Market St	Winchester	22603-4770	540-535-212
/A	OPR	Guffee, Charles D. (Chuck)	2230 S Pleasant Valley Rd	Winchester	22601-7004	540-678-409
'A	TMP	Argueta, Melissa (Melissa)	1850 Apple Blossom Dr	Winchester	22601-5187	540-665-078
'A	OPR	Hevia, Luis (Luis)	2425 Prince William Pkwy	Woodbridge	22192-4147	703-783-311
'A	OPR	Hevia, Luis (Luis)	4101 Old Bridge Rd	Woodbridge	+	703-997-404
Ά	OPR	Burnette, Joshua David (Josh)	5003a Victory Blvd	Yorktown	23693-5601	757-988-884
VΑ	OPR	Escoffery-Artis, Valerie Alexandria (Valerie)	785 116th Ave NE	Bellevue	98004-5280	425-454-175
/A	OPR	Maxwell, Kayla Ashley (Kayla)	20402 98th St E	Bonney Lake	98391-8273	253-479-050
VΑ	OPR	Isenhower, Matthew Alan (Matt)	1220 228th St SE	Bothell	98021-7489	425-402-020
/A	OPR	Schuh, Marc Christopher (Marc)	17440 SE 272nd St	Covington	98042-4949	206-701-157
/A	OPR	Ediger, Brandon Mark (Brandon)	1124 SE Everett Mall Way	Everett	98208-2803	425-374-496
/A	OPR	Powell, Ryan David (Ryan)	32025 Pacific Hwy S	Federal Way	98003-6001	206-429-209
	OPR	Schneller, Lynnae Margaret (Lynnae)	6602 19th St W	Fircrest	98466-6131	253-238-231

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	OPR	Schiefer, Derek Samuel (Derek)	12026 NE 124th St	Kirkland		425-803-0222
VA	OPR	Mears, Justin Turner (Justin)	8302 Quinault Dr NE	Lacey	98516-5831	360-481-2306
VA	OPR	Davies, Jason Lee (Jason)	5429 100th St SW	Lakewood		253-582-2696
VA	OPR	Ober, Josiah Keith (Josiah)	19615 Highway 99	Lynnwood		425-321-5566
VA	OPR	Rosser, Paul McDaniel (Paul)	3026 196th St SW	Lynnwood		425-673-7132
VA	OPR	Clingen, John H. (John)	8810 36th Ave NE	Marysville		360-386-9047
VA VA	OPR	Lehman, Michael Jay (Mike)	104 39th Ave SW	Puyallup		253-200-3450 425-336-7010
VA VA	OPR OPR	Lee, Erik Jamin (Erik) Artman, Lawrence James (Larry)	375 Rainier Ave S 12801 Aurora Ave N	Renton Seattle		206-364-0841
	OPR	Emmerling, Raymond Paul (Ray)	9304 N Newport Hwy	Spokane		888-232-6775
VA VA	OPR	Schneller, Lynnae Margaret (Lynnae)	3902 S Steele St	Tacoma		253-534-8406
VA VA	OPR	Woodward, Ethan Ryan (Ethan)	17333 Southcenter Pkwy	Tukwila		206-575-7547
VA VA	OPR	Dombroski, John Paul (John)	8440 NE Vancouver Mall Dr # 100	Vancouver	98662-6665	360-360-3036
VA VA	OPR	Dombroski, John Paul (John)	16400 SE Mill Plain Blvd	Vancouver		360-980-8535
VA	OPR	Krebs, Eric D. (Eric)	3775 W College Ave	Appleton		920-939-0604
ν1 /Ι	OPR	Choi, Sonia (Sonia)	2455 S Oneida St	Ashwaubenon		920-939-000-
VI	OPR	Frasier, Jim Dale (Jim)	12625 W Capitol Dr	Brookfield		262-373-0609
VI	OPR	Loweth, Christopher John (Chris)	1 N Moorland Rd	Brookfield		262-786-2443
VI	OPR	Anderson, Christine E. (Christy)	2980 Golf Court	Delafield		262-646-2215
VI	OPR	Lewis, Alec Edward (Alec)	3849 South Oakwood Mall Dr	Eau Claire		715-598-9510
VI	OPR	Clopton, Ryan Harrison (Ryan)	5201 N Port Washington Rd	Glendale		414-310-1344
VI	OPR	Balza, David William (David)	5351 S 76th St	Greendale		414-423-0853
VΙ	OPR	Bramlett, David Hardman (David)	2627 Humes Rd	Janesville	53545	608-531-1991
VΙ	OPR	Daniel, Monica E. (Monica)	4212 E Washington Ave	Madison	53704-3720	608-245-2045
VI	OPR	Fuller, James Walter Scott (Jamie)	430 S Gammon Rd	Madison		608-833-4344
VI	OPR	Duke, Brandon Andrew (Brandon)	W185 N9590 Bancroft Drive	Menomonee Fall		262-473-3716
VI	OPR	Frasier, Jim Dale (Jim)	1111 N Vel R Phillips Ave	Milwaukee	53203-1104	866-232-2040
VI	OPR	Goode, Brian Christopher (Brian)	5315 Washington Ave	+		262-632-0173
VI	OPR	Gramza, Danica Shelby (Danica)	150 W Town Square Way	Oak Creek	53154-6811	414-571-0048
	OPR	Chaney, Pamela Denice (Pam)	3015 S Kinney Coulee Rd	Onalaska	54650	608-668-1028
VI	OPR	Dillon, Ty Fredric (Ty)	1047 N Washburn St	Oshkosh		920-232-9215
VI	OPR	Bartz, Kyle Robert (Kyle)	1454 Capitol Dr	Pewaukee		262-691-0537
VI	OPR	Miley, Jason Brent (Jason)	9114 76th St	Pleasant Prairie		262-358-4912
VI	OPR	Schiedt, David Bradford (David)	2645 S 108th St	West Allis	1	414-327-4885
VV	OPR	Pittman, Larry J. (Larry)	148 Melody Farms Rd	Barboursville		304-733-4850
VV	TMP	Josey, Antuane	PO Box 4056	Barboursville		304-736-2919
VV	OPR	Jarrell, Richard Howard (Richard)	100 Hylton Ln	Beckley	25801-2691	304-894-8455
VV	OPR	Jarrell, Richard Howard (Richard)	1300 N Eisenhower Dr	Beckley	25801-3122	304-250-0158
VV	OPR	Duffessy, Brandon John (Brandon)	261 Mercer Mall Rd	Bluefield	-	304-327-6008
VV	TMP	Broniszewski, Jesse	2399 Meadowbrook Mall Ste 620	Bridgeport	-	304-842-4835
VV	OPR	Smith, Alan Christopher (Alan)	3000 Charleston Town Ctr # 3011	Charleston	25389-0008	304-344-0868
VV	OPR	Wehner, Brandie Lynn (Brandie)	310 Emily Dr	Clarksburg	26301-5513	304-622-9797
VV	OPR	DeOms, Kendra Ramey (Kendra)	1005 Foxcroft Ave	Martinsburg		304-901-1058
VV	OPR	Holt, Lisa Dawn (Lisa)	334 Patteson Dr	Morgantown	26505-3232	304-599-1840
VV	OPR	Holt, Lisa Dawn (Lisa)	835 Sesame Dr	Morgantown		304-599-4171
VV	OPR	Wade, Michael Allen (Mike)	750 Oakvale Rd	Princeton		681-282-5540
/V	OPR	Lombardozzi, Justin Joseph (Justin)	156 Joshua M Freeman Blvd	Ranson	25438-5691	304-767-9730
VV	OPR	Minturn, Thomas Richard (Tom)	2509 Mountaineer Blvd	South Charleston		304-205-5829
VV	OPR	Minturn, Thomas Richard (Tom)	90 Maccorkle Ave SW	South Charleston		304-205-5829
/V	OPR	Evans, Joseph Scott (Joseph)	110 Cabela Dr	Triadelphia		304-909-0843
	OPR	Angelos, George Frank (George)	210 Grand Central Ave	Vienna		304-422-3646
/V	OPR	Angelos, George Frank (George)	100 Grand Central Mall # F140	Vienna	26105-4110	304-422-2790
	OPR	Mefford, Raymond Dean (Raymond)	4435 Windmill Rd	Cheyenne	82009-5200	307-638-4444
	01 IX	Taymona Dour (Raymona)	1100 Haddin Ru	- Cheyenne	32007 3200	20, 030-444

EXHIBIT "F"

LIST OF FORMER LICENSEES

EXHIBIT "F"

Licensees whose License Agreements (or a particular Licensed Site under such License Agreement) were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A License Agreement during fiscal year 2023 or who have not communicated with us within ten weeks of our application date:

State	City	Licensee	Current Business Phone	Licensed Location
AR	Bentonville	Eurest	479-715-1423	Wal-Mart HQ
AR	Ft. Smith	Chartwells	479-575-2030	University of Arkansas - Fort Smith
FL	Gainesville	Aramark	352-870-4862	University of Florida Broward Complex
KS	Overland Park	Self-Op	913-469-8500	Johnson County Community College
NC	Charlotte	Eurest	704-683-0567	Gateway Village
NC	Charlotte	Eurest	704-590-4737	Wells Fargo
NE	Omaha	Eurest	402-351-5718	Mutual of Omaha
ОН	Akron	Aramark	216-849-0457	University of Akron - Summit College Polsky Bldg

EXHIBIT "G"

STATE SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF CALIFORNIA

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Franchise Disclosure Document for use in the State of California contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The following is added as the last paragraph to the cover page of the Disclosure Document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

2. In Item 3, "Litigation" shall be amended by the addition of the following paragraphs:

Pursuant to California law, Item 3 does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange.

3. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

4. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

CHICK-FIL-A, INC.
CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE
DOCUMENT FOR PROSPECTIVE LICENSEES

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of
		the provisions listed above.

6. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the "provision may not be enforceable under California law."

The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

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

If the License Agreement contains a covenant not to compete which extends beyond the expiration or termination of the License Agreement, this provision may not be enforceable under California law.

If the License Agreement requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the License Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the License Agreement requires that it be governed by a state's law, other than the State of California, this provision may not be enforceable under California law.

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

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of________, do hereby agree as follows:

1. Section 8.2 of the License Agreement, under the heading entitled "Termination by CFA," shall be supplemented by the addition of the following language:

The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

2. Section 2.5 of the License Agreement, under the heading entitled "License Term," and Section 8.2 of the License Agreement, under the heading entitled "Termination by CFA," shall be supplemented by the addition of the following language:

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

3. Section 7.3 of the License Agreement, under the heading entitled "Restrictive Covenant" or "Limitation in Use of Space," shall be supplemented by the addition of the following language:

The License Agreement contains a covenant not to compete which extends beyond the expiration or termination of the License Agreement. This provision may not be enforceable under California law.

4. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the addition of the following language:

The License Agreement requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

5. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the addition of the following language:

The License Agreement requires that it be governed by a state's law, other than the State of California. This provision may not be enforceable under California law.

- 6. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the License Agreement listed above in which the parties have indicated that the "provision may not be enforceable under California law."
- 7. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

- 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 8. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 9. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 10. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.
- 11. The parties acknowledge and agree that each provision of this Amendment to the License Agreement shall be effective only to the extent that the jurisdictional (and any other then-current

requirements) of the California Law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

3. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*"

CHICK-FIL-A, INC.

shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law.
		We nevertheless reserve the right to attempt to enforce all of
		the provisions listed above.

4. Item 17 is supplemented by adding the following at the end:

No release language in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

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

- 5. Item 20 is supplemented by adding the following at the end:
 - A. The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws: This proposed registration is on file or will shortly be on file and effective in the following states: Michigan, Minnesota, South Dakota, Washington and Wisconsin.
 - B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, and Virginia.
 - C. States which have refused, by order or otherwise, to register these franchises: None
 - D. States which have revoked or suspended the right to offer the franchises: None.
 - E. States in which the proposed registration of these franchises has been withdrawn: None
- 6. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of ________, do hereby agree as follows:

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 3. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 4. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's

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HAWAII AMENDMENT TO THE LICENSE AGREEMENT

representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Hawaii Franchise Investment Law are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Hawaii Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document for Prospective Licensees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law.
		We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 shall be supplemented by the following language:

The conditions under which your License Agreement can be terminated and your rights upon expiration of the License Agreement may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Licensee's rights upon the expiration of the License Agreement regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. If required to do so by Illinois law, 815 ILCS 705/20, Chick-fil-A will compensate the Licensee upon expiration of the License Agreement either by repurchase or by other means for the diminution in value of the licensed business caused by the expiration of the License Agreement, if Chick-fil-A is required to do so by Illinois law, 815 ILCS 705/20.

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

- 4. The Item 17 provision entitled "Choice of forum" shall be amended so that it reflects that litigation must occur in courts located in the state of Illinois.
- 5. The Item 17 provision entitled "Choice of law" shall be supplemented by the following language:

This provision may not be enforceable under Illinois law. Illinois law will apply to all claims arising under the Illinois Franchise Disclosure Act of 1987.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of______, do hereby agree as follows:

1. Sections 2.5 and 8.2 of the License Agreement, under the headings entitled "License Term" and "Termination by CFA," shall be supplemented by the following language:

If any of the provisions of this Section concerning termination or non-renewal are inconsistent with Sections 19 or 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

- 2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 3. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

This Agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this Section 10.5 shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

- 4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
- 5. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be deleted in its entirety, and the following language shall be added in lieu thereof:
 - 10.6 <u>Litigation</u>. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each Party hereby submits to the jurisdiction of such courts. The Parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this

Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987. If either Party files suit to collect sums due under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' fees and advisors' fees, court costs and other expenses of litigation, if the suing Party prevails in such suit.

- 6. The following is added as a new section 10.10 to the License Agreement:
- **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 7. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.
- 8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the License Agreement in duplicate on the date first above written.		
CHICK-FIL-A, INC.	LICENSEE	
By:	By:	
Name:	Name:	
Title:	Title:	

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

Neither Chick-fil-A, nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency.

2. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

3. Item 12, "Territory," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with you within a reasonable area of the Licensed Unit.

4. Item 17 for the License Agreement, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Act, the provision may not be enforceable under the Indiana Deceptive Franchise Practices Act.

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INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE LICENSEES

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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6. Item 17 for the License Agreement, item v, under the subheading entitled "Choice of forum" shall be amended by the addition of the following language:

The License Agreement's requirement that litigation be conducted in a forum other than the State of Indiana may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10). Item 17 for the License Agreement, item w, under the subheading entitled "Choice of law" shall be amended by the addition of the following language:

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

7. Item 17 shall be supplemented by the following language:

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

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of _______, do hereby agree as follows:

1. Section 2.3 of the License Agreement, under the heading entitled "License not Exclusive," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Licensee within a reasonable area of the Licensed Unit.

2. Section 2.5 of the License Agreement, under the subheading entitled "License Term," shall be supplemented by the addition of following language:

The Indiana Deceptive Franchise Practices Act may provide rights to Licensee concerning the non-renewable nature of the License Agreement. To the extent that this section of the License Agreement is inconsistent with the Act, the Indiana Deceptive Franchise Practices Act will control.

- 3. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 4. Section 10.2 of the License Agreement, under the heading "Equitable Remedies", is supplemented by adding the following sentence at the end:

Any reservation of rights by Chick-fil-A to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). Licensee cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Licensee with regard to this License Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

5. Section 10.3 of the License Agreement, under the heading "Indemnification", is supplemented by adding the following sentence at the end:

In no event will this indemnification apply to liability caused by Licensee's proper reliance on or use of procedures or materials provided

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INDIANA AMENDMENT TO THE LICENSE AGREEMENT

by Chick-fil-A or because of Chick-fil-A's negligence.

6. Section 10.5 of the License Agreement, under the subheading entitled "Choice of law," shall be supplemented by the addition of the following language:

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

7. Section 10.6 of the License Agreement, under the subheading entitled "Litigation," shall be supplemented by the addition of the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

- 8. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 9. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 10. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.	LICENSEE
Ву:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document for Prospective Licensees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. The sentences in Item 17v. shall be supplemented by the addition of the following language:

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

4. The sentences in Item 17w. shall be supplemented by the addition of the following language:

If the License Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Licensee may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the following language:

If the License Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Licensee may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the following language:

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

- 4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 5. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

- 6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

Nothing in the License Agreement or in any related agreement is intended to disclaim or require Licensee to waive reliance on any representation made in the FDD received by the Licensee.

7. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the "Minnesota Franchise Act"), the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties' trademarks. The License Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties' trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the License Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the License Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your License Agreement, you must immediately cease all use of the trademarks.

3. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provisions entitled "Renewal or extension of the term," "Termination by franchisor with cause," and "Transfer by franchisee – definition:"

The Minnesota Franchise Act provides licensees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the License Agreement, and that consent to the transfer of the license not be unreasonably denied. If the License Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by

the Minnesota Franchise Act's requirements and shall have no force or effect.

4. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject
		to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of
		the provisions listed above.

5. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provision entitled "Choice of law:"

If the License Agreement and/or Franchise Disclosure Document require(s) that it be governed by a state's law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. Item 17 shall be amended by the addition of the following language at the conclusion of the provision entitled "Choice of forum:"

If the License Agreement and/or Franchise Disclosure Document requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

7. Item 17 shall be amended by the addition of the following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise 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.

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

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective
only to the extent that the jurisdictional requirements and any other requirements of the Minnesota
Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated
thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930
with respect to each such provision, are met independent of and without reference to this Addendum to the
Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other
requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn Rules. §§ 2860.0100 through 2860.9930 (collectively, the "Minnesota Franchise Act"), the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of ______ (the "License Agreement"), do hereby agree as follows:

1. Sections 2, 8 and 9 of the License Agreement, under the headings entitled "License Term," "Termination by CFA," and "Limitations on Transfer by Licensee" shall be supplemented by the addition of the following:

The Minnesota Franchise Act provides licensees with certain termination, renewal and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of intent not to renew the License Agreement, and that consent to the transfer of the license not be unreasonably withheld. If the License Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by the Minnesota Franchise Act's requirements and shall have no force or effect.

- 2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 3. Section 7.4I of the License Agreement, under the heading entitled "Use of Proprietary Marks," shall be deleted in its entirety, and the following language shall be added in lieu thereof:
 - I Licensee agrees to promptly and fully advise CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA and CFA Properties retain the exclusive right and authority to protect or defend the Proprietary Marks. CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA. CFA agrees to defend Licensee against any third-party claim, suit, or demand arising out of Licensee's use of the Proprietary Marks. If CFA, in its sole business judgment, determines that Licensee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by CFA. If CFA, in its sole business judgment, determines that Licensee has not used the Proprietary Marks in

CHICK-FIL-A, INC.
MINNESOTA AMENDMENT TO THE LICENSE AGREEMENT

accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Licensee.

4. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the addition of the following language:

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

5. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be shall be supplemented by the addition of the following language:

If the License Agreement requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

- 6. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 7. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 8. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - **11.9** Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations,

promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

9. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN <u>EXHIBIT A</u> OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, "Litigation," shall be amended by adding the following at the end:

Except as provided above, with regard to the franchisor, its predecessor, a parent or an affiliate who induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

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FOR PROSPECTIVE LICENSEES

- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," shall be amended by adding the following at the end:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the ten-year period immediately preceding the date of this Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge for its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5, "Initial Franchise Fee," shall be amended by the addition of the following language at the end:

The initial franchise fee may, in part, be profit to us, and constitutes part of our general operating funds and will be used as such in our business judgment.

4. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for

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NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES

site approval.

5. Item 13, "Trademarks," shall be amended by the addition of the following language at the end of the second paragraph following the table of CFA Properties' trademarks, following the sentence:

Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

6. Item 17, under the heading entitled "Renewal, Termination, Transfer and Dispute Resolution," shall be supplemented by the addition of the following language at the end of item d in the summary for the Franchise Agreement and the Lease under the provision entitled "**Termination by franchisee**:"

You may terminate the Franchise Agreement and the Lease upon any grounds available by law.

7. Item 17, under the heading entitled "Renewal, Termination, Transfer and Dispute Resolution," shall be supplemented by the addition of the following language at the end of item j in the summary for the Franchise Agreement and the Lease under the provision entitled "Assignment of the contract by franchisor:"

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under the Franchise Agreement and the Lease.

8. Item 17, under the heading entitled "Renewal, Termination, Transfer and Dispute Resolution," shall be supplemented by the addition of the following language at the end of item c and item m in the summary for the Franchise Agreement and the Lease under the provisions entitled "Requirements for franchisee to renew or extend" and "Conditions for franchisor approval of transfer"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

9. Item 17, under the heading entitled "Renewal, Termination, Transfer and Dispute Resolution," shall be supplemented by the addition of the following paragraph in item q, in the summary for the Franchise Agreement under the provision entitled "Non-competition covenants during the term of the franchise:"

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to Chick-fil-A for which no adequate remedy of law may be available, and you accordingly agree that Chick-fil-A may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

10. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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11. Item 17, under the heading entitled "Renewal, Termination, Transfer and Dispute Resolution," shall be supplemented by the addition of the following language for the Franchise Agreement and the Lease at the end of item v and item w in the summary for the Franchise Agreement and the Lease under the provisions entitled "Choice of forum," and "Choice of law":

The above choice of law should not be considered a waiver of any right conferred upon Chick-fil-A or upon you by Article 33 of the General Business Law of the State of New York, Article 33.

12. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

13. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of ______, (the "License Agreement"), do hereby agree as follows:

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 6.5 of the Agreement, under the heading "Operations Manual," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Agreement:

Revisions to the manuals shall not unreasonably affect Licensee's obligations, including economic requirements, under this Agreement.

3. Section 9.1 of the Agreement, under the heading "Assignment by CFA," shall be supplemented by the following language, which shall be considered an integral part of the Agreement:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under this Agreement.

4. Section 10.3 of the Agreement, under the heading "Indemnification," shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

5. Section 10.5 of the Agreement, under the heading "Choice of Law," shall be supplemented as follows:

This Agreement shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the above choice of law should not be considered a waiver of any right conferred upon Licensee by General Business Law of New York State, Sections 680-695.

6. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

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NEW YORK AMENDMENT TO THE LICENSE AGREEMENT

- 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
- 7. The following is added as a new section 10.10 to the License Agreement:
- **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 8. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA
- 9. Section 11.11 of the Agreement, under the heading "Miscellaneous," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Agreement:

To the extent that the License Agreement requires the Licensee to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680-695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Licensee enjoys and any causes of action arising in the Licensee's favor from the provisions of Article 33 of the General Business Law of the

State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

10. Each provision of this Amendment to the License Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Prospective Licensees of Chick-fil-A, Inc. for use in the state of North Dakota shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. Item 17.r provision entitled "Non-competition covenants after the franchise is terminated or expires" shall be supplemented with the following language:

The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A's ability to restrict your activity after the License Agreement has ended. N.D. Cent. Code § 9-08-06.

3. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its
		exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law.
		We nevertheless reserve the right to attempt to enforce all of
		the provisions listed above.

4. The Item 17.v provision entitled "Choice of forum" shall be amended so that it reflects that there is no such provision contained in the License Agreement for use in North Dakota.

5. The Item 17.w provision entitled "Choice of law" shall be supplemented with the following language:

This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

6. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of ______(the "License Agreement"), do hereby agree as follows:

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

This agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this Section shall be void with respect to any cause of action arising under the North Dakota Franchise Investment Law.

- 3. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be deleted in its entirety, and the following language shall be added in lieu thereof:
 - 10.6 <u>Litigation</u>. If either Party files suit to collect sums due under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' fees and advisors' fees, court costs and other expenses of litigation, if the suing Party prevails in such suit.
- 4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 5. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii)

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disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE	
By:	By:	
Name:	Name:	
Title: Title:		

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document for Prospective Licensees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law.
		We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

- 3. The sentences in Items 17v. shall be supplemented by the addition of the following language:
 - § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."
- 4. The sentence in Items 17w. shall be supplemented by the addition of the following language:
 - § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

5. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of_______, do hereby agree as follows:

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the following language:

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

3. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under the Rhode Island Franchise Investment Act, Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

- 4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 5. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any

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document executed in connection with the franchise.

- 6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.
- 7. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The "Summary" section in Item 17(q), entitled "Non-competition covenants during term of the franchise" and Item 17(r) entitled "Non-competition covenants after the franchise is terminated or expires", are amended by the addition of the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

3. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the	t. Integration/merger clause*	11	Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of
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4. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

- 5. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the License Agreement listed above that may not be enforceable under South Dakota law.
- 6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of_______, do hereby agree as follows:

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 7.3 of the License Agreement, under the heading entitled "Restrictive Covenant" or "Limitation in Use of Space," shall be supplemented by the addition of the following language:

The License Agreement contains a covenant not to compete that extends beyond the expiration or termination of the License Agreement. This provision may not be enforceable under South Dakota law.

- 3. Chick-fil-A reserves the right to attempt to enforce Section 7.3 of the License Agreement listed above even though it may not be enforceable under South Dakota law.
- 4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 5. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - **11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with

respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

7. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this South Dakota Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law.
		We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 of the Franchise Disclosure Document is supplemented by adding the following at the end of the Item:

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

CHICK-FIL-A, INC.
VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE LICENSEES

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

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF VIRGINIA

- 1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 2. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 3. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 4. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the

CHICK-FIL-A, INC. VIRGINIA AMENDMENT TO LICENSE AGREEMENT FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Virginia Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE
Ву:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.10 through 19.100.940, the Franchise Disclosure Document for Prospective Licensees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. Item 17 shall be supplemented with the following language:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the

Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. License Agreement dated as of _____ (the "License Agreement") do hereby agree as follows:

1. Sections 2.5 and 8.2 of the License Agreement, under the headings entitled "License Term" and "Termination by CFA", shall be amended by adding the following language at the end of the Section:

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

- 2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 3. Sections 10.5 and 10.6 of the License Agreement, under the headings entitled "Choice of Law" and "Litigation", shall be amended by adding the following language at the end of each Section:

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. Section 9.2 of the License Agreement, under the heading entitled "Limitations on Transfer by Licensee," shall be amended by adding the following language at the end of the Section:

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

5. Section 7.3 of the License Agreement, under the heading entitled "Limitations on Competition," shall be amended by adding the following language at the end of the Section:

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

- 6. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 7. The following is added as a new section 10.10 to the License Agreement:
 - **10.10** No Statement, Questionnaire, or Acknowledgement. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 8. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:
 - 11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any

amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

9. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

ADDENDUM TO THE CHICK-FIL-A, INC. FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

2. Item 17 for the License Agreement, item b, under the subheading entitled "Renewal or extension of term" shall be replaced in its entirety by the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the provision may not be enforceable under the Wisconsin Fair Dealership Law.

3. Item 17 for the License Agreement, item c, under the subheading entitled "Requirements for franchisee to renew or extend," shall be replaced in its entirety by the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the provision may not be enforceable under the Wisconsin Fair Dealership Law.

4. Item 17 for the License Agreement, item i, under the subheading entitled "Franchisee obligations on termination/nonrenewal," shall be supplemented with the addition of the following language at the conclusion of the item:

Upon termination of the License Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademark sold by Chick-fil-A to you for resale under the License Agreement.

CHICK-FIL-A, INC.
WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE LICENSEES

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause*" shall be amended to read as follows:

t. Integration/merger	11	Only the terms of the License Agreement, including all
clause*		schedules, exhibits and ancillary agreements are binding (subject
		to applicable state law, see Exhibit "G"). We caution you not to
		rely upon any promises or statements not in the License
		Agreement or in this Disclosure Document. You may rely on
		our representations in this Disclosure Document, including its
		exhibits and any amendments or supplements. All of the
		provisions above may not be enforceable under California law.
		We nevertheless reserve the right to attempt to enforce all of
		the provisions listed above.

6. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. License Agreement dated as of (the "License Agreement") do hereby agree as follows:

1. Section 2.5 of the License Agreement, under the subheading entitled "License Term," shall be supplemented by the addition of following language:

The Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, may provide rights to Licensee concerning the non-renewable nature of the License Agreement. To the extent that this section of the License Agreement is inconsistent with the Wisconsin Fair Dealership Law, the Wisconsin Fair Dealership Law will control.

- 2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:
 - 3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.
- 3. Section 8 of the License Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:
 - 8. Chick-fil-A's Obligations Upon Chick-fil-A's Termination

Upon termination of the License Agreement by Chick-fil-A, at the Licensee's option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademarks sold by Chick-fil-A to the Licensee for resale under the License Agreement.

- 4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:
 - 10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.
 - 5. The following is added as a new section 10.10 to the License Agreement:
 - **10.10 No Statement, Questionnaire, or Acknowledgement.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection

CHICK-FIL-A, INC.
WISCONSIN AMENDMENT TO THE LICENSE AGREEMENT

with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.	LICENSEE
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT "H"

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	March 31, 2024
Hawaii	Pending
Illinois	March 31, 2024
Indiana	March 31, 2024
Maryland	March 31, 2024
Michigan	March 31, 2024
Minnesota	Pending
New York	March 31, 2024
North Dakota	March 31, 2024
Rhode Island	March 31, 2024
South Dakota	March 31, 2024
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT "I"

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the License Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A 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 Chick-fil-A 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.

The franchisor is Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, 2024

The name, principal business address and telephone number of each franchise seller for this offering: Chickfil-A, Inc., and______;
5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Licensees dated March 31, 2024, that included the following Exhibits:

EXHIBIT "A"	List of State Agencies/Agents for Service of Process
EXHIBIT "B-1"	License Agreement (Self-Operators)
EXHIBIT "B-2"	License Agreement (Food Service Providers)
EXHIBIT "C"	Consolidated Financial Statements of Chick-fil-A, Inc.
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "E"	List of Licensed Units, Operator Restaurants and Chick-fil-A Operated Restaurants
EXHIBIT "F"	List of Former Licensees
EXHIBIT "G"	State Specific Addenda and Agreement Amendments
EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts
Date	Licensee
	Print Name

Please sign and date this page and retain this page in your possession as part of your records.

RECEIPT

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EXHIBIT "I"	Receipts
Date	Licensee
	Print Name

Please remove this page, sign and date this page, and return this page within 48 hours after you receive this Disclosure Document to Real Estate-Licensing, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998.