



**LITTLE CAESAR ENTERPRISES, INC.**

**FRANCHISE DISCLOSURE DOCUMENT**

**Issuance Date: March 29, 2024**

**Little Caesar Enterprises, Inc.  
2125 Woodward Avenue  
Detroit, Michigan 48201-3400  
(313) 471-6000**

**[www.littlecaesars.com](http://www.littlecaesars.com)**



## FRANCHISE DISCLOSURE DOCUMENT

Little Caesar Enterprises, Inc.  
A Michigan Corporation  
Fox Office Centre  
2125 Woodward Avenue  
Detroit, Michigan 48201-3400  
(313) 471-6000  
[usdevelopment@lcecorp.com](mailto:usdevelopment@lcecorp.com)  
[www.littlecaesars.com](http://www.littlecaesars.com)

The franchise described in this disclosure document is for the establishment and operation of a Little Caesars® restaurant, which features pizza, chicken wings, Crazy Bread® products and other related products. You may purchase a single franchise or you may sign a territory reservation agreement that allows you to reserve a territory for potential development of a specified number of franchises.

The total investment necessary to begin operation of a single Little Caesars® restaurant franchise ranges from \$403,000 to \$1,728,700. This includes \$257,000 to \$474,000 that must be paid to us or our affiliate.

The total investment necessary for a territory reservation agreement, assuming it allows for development of four restaurants, ranges from \$41,000 to \$45,000, which is in addition to the cost of each single franchise to be developed. This includes \$40,000 (generally \$10,000 per Restaurant franchise) that you must pay to us as a Territory Reservation Fee. The minimum number of restaurants required to be opened under a territory reservation agreement is one and the maximum is ten.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Vice President, U.S. Development, Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit, Michigan 48201-3400, telephone (313) 471-6000.

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

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

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

Issuance Date: March 29, 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:

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

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

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and the territory reservation agreement require you to resolve disputes with us by litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Michigan. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to sue us in Michigan or a state other than in your own state.
2. **Spousal Liability.** Your spouse must sign a document, such as a guarantee, that makes your spouse liable for your financial obligations under the franchise agreement, even if your spouse does not own any part of the franchise business. If you live in a community property state, your spouse may be liable for your financial obligations even if he or she hasn't signed anything. In either case, both your and your spouse's marital and personal assets, including your house, could be lost if your franchise fails.
3. **Financial Condition.** The affiliate guarantor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" pages for your state in Exhibit I.

**LITTLE CAESAR ENTERPRISES, INC.**  
**FRANCHISE DISCLOSURE DOCUMENT**

**TABLE OF CONTENTS**

<b><u>ITEM</u></b>	<b><u>Page</u></b>
1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
2. BUSINESS EXPERIENCE.....	5
3. LITIGATION .....	6
4. BANKRUPTCY.....	8
5. INITIAL FEES.....	8
6. OTHER FEES .....	12
7. ESTIMATED INITIAL INVESTMENT .....	21
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	25
9. FRANCHISEE'S OBLIGATIONS .....	30
10. FINANCING .....	31
11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING .....	31
12. TERRITORY .....	42
13. TRADEMARKS .....	45
14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	48
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS .....	52
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	52
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....	54
18. PUBLIC FIGURES .....	62
19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	62
20. OUTLETS AND FRANCHISEE INFORMATION .....	63
21. FINANCIAL STATEMENTS .....	75
22. CONTRACTS.....	75
23. RECEIPTS .....	76

**EXHIBITS**

EXHIBIT A	FRANCHISE AGREEMENT
EXHIBIT B	TERRITORY RESERVATION AGREEMENT
EXHIBIT C	RENEWAL ADDENDUM TO FRANCHISE AGREEMENT
EXHIBIT D	FOOD TRUCK ADDENDUM AND FOOD TRUCK RENEWAL ADDENDUM
EXHIBIT E	TABLE OF CONTENTS TO OPERATIONAL RESOURCE GUIDE
EXHIBIT F	FRANCHISEES AS OF DECEMBER 31, 2023
EXHIBIT G	FRANCHISEES WHO EXITED A FRANCHISE DURING 2023
EXHIBIT H	STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS
EXHIBIT I	STATE-SPECIFIC DISCLOSURES AND CONTRACT ADDENDA
EXHIBIT J	FINANCIAL STATEMENTS
EXHIBIT K	GUARANTEE OF PERFORMANCE
EXHIBIT L	TRAINING PARTICIPANT AGREEMENT
EXHIBIT M	CAESAR VISION USER TERMS FOR FRANCHISEES

EXHIBIT N	RELEASE FOR RENEWAL OR TRANSFER OF EXISTING FRANCHISE OR PURCHASE OF ADDITIONAL FRANCHISE
EXHIBIT O	TRANSFER ADDENDUM TO FRANCHISE AGREEMENT
EXHIBIT P	TRANSFER ADDENDUM – NO RIGHT TO RENEW
EXHIBIT Q	PRICING ACKNOWLEDGMENT
EXHIBIT R	RIDER TO CONTRACT FOR SALE
EXHIBIT S	OFFER LETTER
EXHIBIT T	TEMPORARY OPERATING AGREEMENT

The information in this disclosure document, including any Exhibits, is the confidential property of Little Caesar Enterprises, Inc. This disclosure document is being provided to you for your use in considering the purchase of a Little Caesars® restaurant franchise and for no other reason. Any other use, copying or disclosure is strictly prohibited.

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

To simplify the language in this franchise disclosure document (“**disclosure document**”), “**we**” or “**us**” means Little Caesar Enterprises, Inc., the franchisor. “**You**” means the person or entity that buys the franchise. If the purchaser of the franchise is a corporation, partnership, limited liability company or other entity, “**you**” also may mean its owners.

We are a Michigan corporation incorporated in 1962. Our principal business address is 2125 Woodward Avenue, Detroit, Michigan 48201-3400. We conduct business under our corporate name and the “Little Caesars” name. We have no predecessors or parent companies.

Our agents for service of process in franchise registration states are listed in Exhibit H.

Description of Franchises We Offer

We currently offer both single Little Caesars® restaurant franchises and a territory reservation agreement that allows you to reserve a territory for potential development of multiple Little Caesars® restaurant franchises.

If we approve you for a Little Caesars® restaurant franchise, you will have the opportunity to sign a franchise agreement (“**Franchise Agreement**”) with us. Our current form of Franchise Agreement is in Exhibit A to this disclosure document. Under the Franchise Agreement, we grant you the right to operate one Little Caesars® restaurant (“**Restaurant**”) at a location that we approve (“**Approved Location**”), in most cases within a certain protected territory (“**Protected Territory**”). Your Restaurant is referred to as “Little Caesars Restaurant” or “Restaurant” in the Franchise Agreement. The primary menu items of Little Caesars® restaurants are pizza, chicken wings, Crazy Bread® products and other related products.

Rather than developing a new Restaurant, you might become a Little Caesars franchisee by taking over an existing Restaurant from a prior operator. This could happen in different ways:

- (1) You could buy one or more Restaurants directly from an existing franchisee. In that case, you and the selling franchisee will submit a copy of your purchase agreement for our review. Starting June 1, 2024, we may require you and the seller also to sign and submit our Rider to Contract of Sale along with your purchase agreement. The Rider for Contract of Sale is in Exhibit R to this disclosure document. The Rider sets out terms you and the seller must satisfy to obtain our approval of the sale. At the closing of the sale, you will sign our standard Franchise Agreement for each acquired Restaurant.
- (2) You could take assignment of our pre-existing right to purchase an existing franchised Restaurant, for which we may charge you a fee. In that case, you will sign our Offer Letter setting out terms of payment and other conditions that you will have to satisfy. The Offer Letter is in Exhibit S to this disclosure document. Again, at the closing, you will sign our standard Franchise Agreement and other related agreements.
- (3) We might offer you the opportunity to temporarily take over a Restaurant where the previous owner ceased to operate. In this case, you will sign our Temporary Operating Agreement (“**TOA**”) permitting you to run the Restaurant as a franchise for an abbreviated period or until we terminate the arrangement, whichever comes first. The TOA is in Exhibit T to this disclosure document. If you and we are satisfied with the temporary operation, you will have the option to sign a new Franchise Agreement for a standard term.

We own certain trademarks, service marks, trade names, domain names, logos, emblems and other commercial symbols, including the “Little Caesars” trademark (“**marks**”). You must operate your Restaurant using the marks we designate for the operation of Little Caesars® restaurants (collectively,



the “**Proprietary Marks**”). The Proprietary Marks include some marks that are distinctive to the Little Caesars® restaurant concept, as well as other marks that are used by other of our restaurant concepts. See Item 13 for further information regarding the Proprietary Marks.

You must operate your Restaurant using our system (“**System**”), which is described in our Operational Resource Guide (“**ORG**”). The ORG consists of the technical information and expertise we provide to you relating to the preparation and production of food products; the use of special spices, sauces and pizza dough which are identified by the public with our products; special recipes and menu items; distinctive exterior and interior design, decor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs, all of which we may change in our sole discretion.

Little Caesars® restaurants traditionally have been carryout-only restaurants, sometimes with a drive-thru window. Franchisees may not engage in delivery and/or off-premises sales of products or services to customers, either directly or through third parties, except as expressly permitted by the ORG or as we otherwise expressly authorize in writing. We have the right to prescribe all rules relating to delivery of products to customers (“**Delivery**”), including the boundaries of delivery areas, any related marketing materials, and the manner in which Delivery orders are placed. We can change the Delivery area or make other adjustments to a franchisee’s Delivery services for any reason, and we can revoke a franchisee’s right to provide Delivery at any time.

*Territory Reservation Agreement.* If you qualify, we may offer you the opportunity to reserve a territory by signing a territory reservation agreement (“**Territory Reservation Agreement**”) with us. Our current form of Territory Reservation Agreement is in Exhibit B to this disclosure document. Under the Territory Reservation Agreement, we reserve a territory for potential development of a specified number of Little Caesars® Restaurants at Approved Locations within a specific geographic area (“**Reserved Territory**”), according to a development schedule (“**Development Schedule**”). You do not have to enter into any Franchise Agreements at the time you enter into a Territory Reservation Agreement. However, for each Restaurant you develop under the Territory Reservation Agreement, you must sign our then-current form of Franchise Agreement that we offer to new franchisees, the terms and conditions of which may be substantially different from those contained in the Franchise Agreement attached to this disclosure document (including, for example, with respect to higher fees, shorter term, or other factors more burdensome to you). The size of the Reserved Territory will vary depending on local market conditions and the number of Restaurants to be developed. See Item 12 for further information regarding the Territory Reservation Agreement and Reserved Territory.

*Colleague Franchise Program.* We offer an investment program under which our employees can create an ownership group among themselves and acquire a Little Caesars® restaurant franchise from us. Under the terms of this “Colleague Franchise Program,” the ownership group will form a limited liability company and each employee in the group will purchase an ownership interest in that company. Each limited liability company participating in the Colleague Franchise Program will sign a franchise agreement with us and will appoint an operations manager to operate the Restaurant.

*License Program.* In addition to our traditional franchise program, we have developed specifications for the design and operation of various types of Little Caesars® outlets in arenas, sports stadiums, sports complexes, shopping malls, food courts, department stores, retail and convenience stores, gas stations, hotels, casinos, amusement parks, arcades, theaters, bowling centers, festivals, fairs, schools, colleges, national parks, state and local parks, public beaches, convention centers, conference centers, factories, hospitals, penal institutions, airports, train stations, public transit stations, cruise ship ports, turnpikes, military bases, government buildings, office complexes, high-rise apartment buildings, senior living facilities, Native American reservations, and other premises where the primary activity conducted at the premises is other than the retail sale of food prepared for immediate consumption. As a group, we refer to the types of outlets in this paragraph, along with the food trucks described in the next paragraph, as “**Non-Traditional Restaurants**.” Some Non-Traditional Restaurants offer a traditional menu, while others are self-service outlets and/or have limited menus. Except for food

trucks, we offer these arrangements under an LC Express License Agreement with significantly different terms from our Franchise Agreement. The license program is not offered through this disclosure document. The terms we have offered or may offer for the license program are therefore not described in this disclosure document. The LC Express License Agreement is available only to licensees we select in our absolute discretion. Many of the outlets operated under the LC Express License Agreement (“**LC Express**” outlets) are licensed to experienced foodservice operators in transactions that qualify for exemptions from franchise registration and/or disclosure requirements.

*Food Trucks.* We have also developed specifications for the design and operation of food trucks and other mobile units using Little Caesars® signage and trade dress and featuring a limited menu of our food products (“**Food Trucks**”). The Food Truck format is available only to existing franchisees because the truck is “attached” to one of the franchisee’s current Restaurants. We retain absolute discretion whether to allow an existing franchisee to operate a Food Truck. Franchisees approved must sign a standard Franchise Agreement along with a Food Truck Addendum that makes certain adjustments to the Franchise Agreement and sets out conditions of participation. The current Food Truck Addendum is in Exhibit D to this disclosure document.

### Our Business Experience and Business Experience of Our Affiliates

We opened our first carry-out restaurant in 1959. We first offered franchises for Little Caesars® restaurants in 1962.

As of our fiscal year end on January 1, 2024, we and our affiliate, LC Trademarks (as described below), had 3,642 traditional Little Caesars® restaurant franchises operating in the United States. This figure does not include Non-Traditional Restaurants.

As of our fiscal year end on January 1, 2024, we owned and operated 575 Little Caesars® restaurants similar to the franchise described in this disclosure document. This figure does not include Non-Traditional Restaurants.

The above figures for franchised and company-owned Restaurants do not include Restaurants outside of the U.S. states and territories. See Item 20 for more information on franchised and company-owned Restaurants in U.S. states and territories.

We have never offered franchises in any line of business other than restaurants.

From 2001 through December 2007, LC Trademarks, Inc. (“**LC Trademarks**”), our affiliate, offered franchises in California for the same Little Caesars® restaurant concept identified in this disclosure document. LC Trademarks may continue to provide services to existing franchisees located in that state. However, we offer new Little Caesars® restaurant franchises in California under this disclosure document. LC Trademarks has the same principal business address as us. LC Trademarks does not own or operate any Little Caesars® restaurants and does not offer franchises in any other line of business.

We also have affiliates that offer, or have offered, Little Caesars® restaurant franchises in other countries. This disclosure document does not include information about our affiliates or franchises outside of the U.S.A.

As further described in Items 5 and 8, our affiliate, Blue Line Foodservice Distribution, Inc. (“**Blue Line**”), sells products, ingredients, equipment, supplies, materials, and other items to our franchisees. Blue Line’s principal business address is 2125 Woodward Avenue, Detroit, Michigan 48201-3400.

As further described in Item 8, our affiliate, Champion Foods, LLC (“**Champion**”), sells certain products, ingredients and other items to Blue Line, which Blue Line may in turn sell to you and other of our franchisees. Champion’s principal business address is 23900 Bell Road, New Boston, Michigan

48164. In the future, we or an affiliate may purchase or develop other manufacturers or suppliers that sell products, ingredients, equipment, supplies, materials or other items to you through us or an affiliate.

Other than LC Trademarks, none of the affiliates identified above have ever offered franchises of any kind in the U.S.A., and none of them have owned or operated a Little Caesars® Restaurant.

### Market

The market for fast food restaurants is very well developed and very competitive. You will compete with other pizza restaurants, as well as other franchised, chain, or independent restaurants serving a wide variety of other foods.

We and our affiliates may establish a new business or franchise system or acquire an existing business or franchise system (which may be one of your competitors) operating under trademarks, service marks and trade names other than the Proprietary Marks. We may require or allow locations in these acquired businesses or franchise systems to convert to Little Caesars® restaurants operating under the Proprietary Marks and/or other marks. The new or existing business or franchise system may compete with you. In addition, we are or have been a franchisee of other restaurant concepts at certain locations. To the extent these restaurants still operate, some of the products sold at these other restaurants may be similar to the products your Restaurant will offer.

### Industry-Specific Laws and Regulations

You must comply with all local, state, and federal laws that apply to your Restaurant operations, including health, sanitation, smoking, United States Department of Agriculture, Equal Employment Opportunity Commission, and Occupational Safety and Health Administration regulations, Food and Drug Administration regulations on nutrition labeling of standard menu items, other food and safety regulations, and anti-discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of your operations. You should consult with your attorney concerning these and other laws and ordinances that may affect your Restaurant operations.

You are responsible for all employment decisions of the Restaurant, including those related to recruiting, hiring, firing, scheduling, training (other than the brand training required by the Franchise Agreement), pay, benefits, personnel policies, record keeping, supervision, safety, security, and discipline of all workers. Any information we provide about employment matters, whether voluntarily or in response to your request, and whether provided directly or by means of any technology tools, is a recommendation only and not intended to exercise control over your employees, their wages, hours or working conditions, or the means and manner by which they carry out their duties. You must clearly inform all workers, before hiring and periodically thereafter, that you, and not Little Caesar, is their employer and that Little Caesar does not assume and will not accept any employer, co-employer or joint employer obligations. You must indemnify us against any claim that we are the employer, co-employer, or joint employer of any of your owners or workers.

\* \* \*

If you are an existing franchisee, as a condition of being granted a new Franchise Agreement for an additional Restaurant, you must sign a Release in the form of Exhibit N to this disclosure document. If you are signing a new Franchise Agreement in connection with the renewal or transfer of an existing franchise, you must also sign Exhibit N. We may also use Exhibit N in other situations not involving the signing of a new Franchise Agreement. Exhibit N includes a general release of claims against us. However, the release does not apply to any claims arising from the representations made in this disclosure document.

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

Director, Treasurer, and Corporate Secretary: Malina (Marian) Bayoff Ilitch

Mrs. Ilitch has served as our Director, Treasurer and Corporate Secretary since 1962.

Director and Vice President: Christopher Ilitch

Mr. Ilitch has served as a Director since January 2006 and a Vice President since September 1994. Mr. Ilitch has also been President and Chief Executive Officer of Ilitch Holdings, Inc. since July 2004.

Chief Financial Officer: Leigh Burnside

Ms. Burnside has been our Chief Financial Officer since February 2023. From May 2022 to January 2023, she was Senior Vice President, Chief Accounting Officer, and U.S. Chief Financial Officer for The Wendy's Company in Dublin, Ohio. From March 2019 to May 2022, she was the Senior Vice President of Finance and Chief Accounting Officer for the Wendy's Company in Dublin, Ohio. From August 2017 to March 2019, she was the Chief Accounting Officer for the Wendy's Company in Dublin, Ohio.

President, Global Services: Edward Gleich

Mr. Gleich has been Chief Innovation Officer since April 2019. From October 2011 to April 2019, he was our Senior Vice President of Global Marketing.

Chief Marketing Officer: Greg Hamilton

Mr. Hamilton has been our Chief Marketing Officer since October 2022 and previously served as our Senior Vice President of Marketing from May 2022 to October 2022 and as our Vice President of Media from May 2019 until May 2022. From August 2017 until April 2019, he was the Vice President of Media for Wingstop Restaurants, Inc. in Addison, Texas.

Chief Information Officer: Anita Klopfenstein

Ms. Klopfenstein has been our Chief Information Officer since August 2017.

Chief of Staff, General Counsel: Erin D. Martin

Ms. Martin has been our Chief of Staff, General Counsel since February 2021. From September 2015 to February 2021, she was Vice President and General Counsel.

Chief Supply Chain Officer: Glen C. McIntosh

Mr. McIntosh has been our Chief Supply Chain Officer since March 2021. From February 2020 to March 2021, he was Vice President of Distribution Operations. From April 2010 to September 2019, he was Vice President of Supply Chain Operations for Domino's Pizza, Inc. in Ann Arbor, Michigan.

National Vice President, Franchise Services: Brian Pattison

Mr. Pattison has been our National Vice President, Franchise Services since November 2017.

President and Chief Executive Officer: David Scrivano

Mr. Scrivano has been our President since January 2005 and our CEO since February 2010.

President, Global Retail: Paula Vissing

Ms. Vissing has been our Chief Operating Officer since February 2021. From September 2016 to February 2021, she was our Senior Vice President, International.

### **ITEM 3** **LITIGATION**

#### **Pending Actions**

None.

#### **Completed Actions**

PMD Growth Partners, LLC v. Little Caesar Enterprises, Inc., Circuit Court for the County of Wayne, Michigan – Case No. 23-6354-CB (filed May 17, 2023). The plaintiff, the affiliate of one of our former franchisees, filed this action against us alleging breach of contract, conversion, and unjust enrichment based on an alleged overpayment under a settlement agreement. On November 21, 2023, the parties settled the case, with the plaintiff agreeing to dismiss and release all claims in return for a payment.

Little Caesar Enterprises, Inc., et al. v. AJR 2, Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:22-cv-12172-SJM-EAS (filed September 13, 2022). Little Caesar initiated this lawsuit to enforce the termination of the defendants' franchises based on their failure to comply with Little Caesar's operational standards. On June 13, 2022, the defendants filed counterclaims alleging wrongful termination and violation of the Michigan Franchise Investment Law. On April 4, 2023, the parties entered into a settlement permitting the franchisee an opportunity to sell the terminated franchises.

Little Caesar Enterprises, Inc. v. Phoenix Enterprise Nexus India Private Limited, et al., Case No. 26924/PDP - International Court of Arbitration of the International Chamber of Commerce (filed March 10, 2022). Little Caesar initiated this arbitration to enforce the termination of the defendants' franchise agreements for certain franchises in India as well as the defendants' rights to develop additional franchises in that country, based on the defendants' alleged failure to meet their development requirements and to pay certain development fees. On April 22, 2022, the defendants filed counterclaims alleging, among other things, wrongful termination, fraud in the inducement, and violations of Michigan's franchise and consumer protection laws. On February 13, 2023, the parties entered into a settlement terminating the franchisee's rights in India, permitting the franchisee an opportunity to sell the terminated franchises, and giving the franchisee temporary royalty and advertising fee relief.

Little Caesar Enterprises, Inc., et al. v. Hamilton LC, LLC, et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:22-cv-10846-LVP-KGA (filed April 20, 2022). Little Caesar initiated this lawsuit to enforce the termination of the defendants' franchises based on their failure to comply with Little Caesar's operational standards. On June 13, 2022, the defendants filed counterclaims alleging, among other things, wrongful termination and violations of state franchise and consumer protection laws. On February 13, 2023, the parties entered into a settlement permitting the franchisee an opportunity to sell the terminated franchises and giving the franchisee temporary royalty and advertising fee relief.

Little Caesar Enterprises, Inc., et al. v. Miramar Quick Service Restaurant Corp., et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:18-cv-10767-TGB-EAS (filed March 8, 2018). Little Caesar terminated the defendants' franchise agreements and filed this lawsuit to enforce the termination. The defendants answered and filed a counterclaim alleging violations of Massachusetts' unfair and deceptive trade practices act, anti-trust law violations, discrimination based on race and national origin, violations of the Michigan and Connecticut franchise relationship laws, and fraud in the inducement, among other claims. Little Caesar contested each of the defendants' claims. On July 16, 2019, the court granted Little Caesar's motion to preliminarily enjoin the defendants from operating their franchises and using Little Caesar's trademarks. On June 25, 2020, the United States Court of Appeals for the Sixth Circuit affirmed the district court's grant of preliminary injunctive relief. On May 15, 2023, the district court granted Little Caesar's motion to dismiss the defendants' counterclaims and the case.

Ogden v. Little Caesar Enterprises, Inc., et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:18cv12792-DML-RSW. On September 7, 2018, an employee of one of our franchisees filed this action against us and the franchisee, alleging that the “anti-poaching” provision formerly contained in Little Caesar’s franchise agreements constituted an unreasonable restraint of trade in violation of Section 1 of the Sherman Antitrust Act. The complaint sought unspecified monetary damages, treble damages, injunctive relief, attorneys’ fees, and other relief on behalf of the purported class of employees. On July 29, 2019, the Court granted Little Caesar’s motion to dismiss all of the claims in the case. On August 30, 2019, Ogden appealed to the U.S. Court of Appeals for the Sixth Circuit. On January 23, 2020, the parties settled the case, with Ogden agreeing to dismiss and release all of his claims in return for a payment. The appeal was dismissed on January 28, 2020.

Little Caesar Enterprises, Inc., et al. v. Little Caesars ASF Corporation, et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, 2:17-cv-12329-MAG-RSW (filed July 17, 2017). Little Caesar initiated this lawsuit to enforce the termination of the defendants’ franchises based on their repeated failure to timely pay monies owed to Little Caesar and Blue Line. We also terminated the defendants’ territory reservation agreements. On October 31, 2017, the defendants filed counterclaims alleging, among other things, violation of the Michigan Franchise Investment Law. On June 25, 2018, the court granted Little Caesar’s motion to preliminarily enjoin the defendants from operating their franchises and using Little Caesar’s trademarks, and on March 27, 2019, the court granted summary judgment in Little Caesar’s favor. On June 17, 2019, the Court entered judgment in Little Caesar’s favor and against the defendants, jointly and severally, in the amount of \$4,571,167.70. On January 5, 2021, the United States Court of Appeals for the Sixth Circuit affirmed the district court’s judgment.

### **Litigation Against Franchisees**

During our 2023 fiscal year, we initiated the following lawsuits against present or former franchisees to enforce termination of the franchise. All of these cases have been resolved unless otherwise stated:

Little Caesar Enterprises, Inc., et al. v. Little Angels Pizza Co, LLC, et al., U.S. District Court for the District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10060-MAG-KGA (filed on January 10, 2023).

Little Caesar Enterprises, Inc., et al. v. J Weber Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10061-LVP-APP (filed January 10, 2023).

Little Caesar Enterprises, Inc., et al. v. Doughboy Holdings, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10455-DPH-APP (filed February 22, 2023).

Little Caesar Enterprises, Inc., et al. v. Kaelan Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10529-SJM-DRG (filed March 6, 2023).

Little Caesar Enterprises, Inc., et al. v. Mai & Vu Investment Group, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-11308-LVP-CI (filed June 1, 2023).

Little Caesar Enterprises, Inc., et al. v. Jfam, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-11631-SFC-KGA (filed July 10, 2023).

Little Caesar Enterprises, Inc., et al. v. International Restaurant Group, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-11771-PDB-KGA (filed July 24, 2023).

Little Caesar Enterprises, Inc. v. Palm Tree Foods Pte. Limited, et al., Case No. 28004/PDP - International Court of Arbitration of the International Chamber of Commerce (filed August 8, 2023). This arbitration remains pending.

Little Caesar Enterprises, Inc., et al. v. L & Y Enterprises, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12659-NGE-CI (filed October 20, 2023).

Little Caesar Enterprises, Inc., et al. v. R & S Pizza Corporation, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12772-LVP-CI (filed October 31, 2023).

Little Caesar Enterprises, Inc., et al. v. Good 2 Go Stores, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12851-SJM-APP (filed November 9, 2023).

Little Caesar Enterprises, Inc., et al. v. LC 715 Broadway, Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12892-NGE-EAS (filed November 14, 2023). This district court action remains pending.

Little Caesar Enterprises, Inc., et al. v. Salina Gas, Inc., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-13023-MAG-CI (filed November 29, 2023).

Little Caesar Enterprises, Inc., et al. v. Essential Food Group Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Flint, Case No. 4:23-cv-12822-SDK-EAS (filed November 6, 2023).

Little Caesar Enterprises, Inc., et al. v. DSCR Management Group, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-13124-MAG-APP (filed December 8, 2023). This district court action remains pending.

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

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

The standard initial franchise fee is \$20,000. However, we reduce the initial franchise fee franchisees in certain circumstances, as described below in this item. If the franchise will be for a new Restaurant, you must pay us the full franchise fee when we approve you for the franchise, unless otherwise agreed. The initial franchise fee is non-refundable once you sign the Franchise Agreement.

*Pre-opening purchases from Blue Line.* If your franchise will be for a new Restaurant, in addition to paying us the initial franchise fee, you must purchase goods from Blue Line before opening the Restaurant. The table below summarizes the estimated cost of purchasing the required pre-opening items from Blue Line. Every Restaurant and market is different, however, so your needs and the actual cost may vary. Your payments for these items are non-refundable.

Required Items from Blue Line Before Opening	Estimated Cost
Food Products (note 1)	\$8,000 - \$12,000
Packaging (note 2)	\$1,000 - \$3,000
Supplies (note 3)	\$1,000 - \$3,000
Pizza Pans (note 4)	\$18,000 - \$23,000
Equipment (note 5)	\$195,000 – \$295,000
Smallwares (note 6)	\$7,000 - \$13,000
Graphics (note 7)	\$15,000
<b>TOTAL</b>	<b>\$245,000 to \$364,000</b>

### Notes

- (1) This category covers both proprietary and non-proprietary food products. See Item 8 for additional details. The estimate is based on prices as of the issuance date of this disclosure document, which are subject to change.
- (2) The estimated cost range is based on the recommended opening quantity of items such as boxes, bags, and wraps, which are subject to change.
- (3) The estimated cost range is based on the recommended opening quantity of items such as cleaning supplies and job helpers, which are subject to change.
- (4) You will need pizza pans in a variety of sizes and shapes.
- (5) This category includes the Caesar Vision system (see Items 6, 8 and 11) and items such as ovens, microwaves, retarders, freezers, dough process, digital menu boards, the Pizza Portal® equipment (which enables customers to pick up their orders without assistance from a Restaurant employee), and mixers (new and previously owned). The estimate does not include the price of the M.I.K.E. system (see Items 6, 8 and 11). The M.I.K.E. system is optional as of the date of this disclosure document, but we may require franchisees to use the M.I.K.E. system in the future.
- (6) This category includes items such as spatulas, dough scrapers, pizza cutters, and cheese cups.
- (7) This category includes grand opening print advertising, various operational forms, and other miscellaneous print material.

Franchisees who are signing a franchise agreement for the 10-year renewal term (“**Renewing Franchisees**”) or signing a new franchise agreement when the full term (initial 10-year term plus 10-year renewal term) of their original agreement comes to an end will not have pre-opening purchases, because the Restaurant is already open. However, franchisees in these categories may have to purchase new equipment and other items before the new contract term begins. Franchisees of Food Truck franchises will have fewer pre-opening purchases.

Please see Item 8 for details about purchasing requirements and restrictions after the Restaurant opens.



*Military Veterans program.* If you are an honorably discharged U.S. military veteran, we will reduce the initial franchise fee for your first Little Caesars® Restaurant by \$5,000. In addition, you will receive a discount of \$5,000 on equipment, a discount of \$5,000 on your initial food order from Blue Line for your first Restaurant, and \$10,000 worth of corporate communications support, among other benefits. For combat-disabled veterans and Gold Star families, we will waive the initial franchise fee for your first Little Caesars® Restaurant. You will receive Blue Line discounts of \$10,000 on equipment and \$7,000 on the first food order; we will provide \$10,000 worth of corporate communications support; and we will make a \$10,000 donation to a veterans charity in your name.

To qualify for the Veterans program, you must have been honorably discharged, you cannot be an existing Little Caesars® franchisee, and you may have to satisfy other prerequisites. We reserve the right to modify or cancel the Veterans program at any time.

*First Responders program.* If you are a qualified “first responder” (police, fire, EMT, nurse), we will reduce the initial franchise fee for your first Little Caesars® Restaurant by \$5,000. In addition, you will receive a discount of \$5,000 on equipment and a discount of \$5,000 on your initial food order from Blue Line for your first Restaurant, as well as most of the other benefits provided under the Military Veterans program.

*Short-term incentive programs.* We may offer short-term programs from time to time to incentivize development of new Restaurants in specified geographic markets or markets with specified demographic characteristics. These programs generally last only a few weeks, offer incentives for a limited number of stores, and have strict deadlines for site approval. Incentives may include reduction or waiver of the initial franchise fee, equipment credits, and/or marketing support. We will make you aware of any short-term programs in effect when you receive this disclosure document.

Unless otherwise noted, discounts and incentive programs generally cannot be combined if you qualify for more than one. Additional restrictions may apply. We may discontinue particular discounts or incentives at any time without notice.

*Food Trucks.* The initial franchise fee for a Food Truck is \$7,500. As noted in Item 1, this program is available only to existing franchisees who have one or more Restaurants in operation.

Because of the programs described above, the initial franchise fees paid to us may not be uniform for all franchisees receiving this offering. In our last fiscal year, we collected initial franchise fees ranging from \$0 to \$20,000.

#### Territory Reservation Agreement

If you enter into a Territory Reservation Agreement, you must pay a Territory Reservation Fee of \$10,000 (or such lesser amount as we may determine) per Restaurant in the Development Schedule. A Territory Reservation Agreement provides for the development of one to ten Restaurants. We mutually determine the number of Restaurants in the Development Schedule based on the size and population of the Reserved Territory and other factors.

We determine the timing of payment of the Territory Reservation Fee on a case-by-case basis. In some cases we collect all or a portion of the Territory Reservation Fee when you sign the Territory Reservation Agreement. In other cases, we defer collection. The Territory Reservation Fee is non-refundable and is in addition to the initial franchise fee and other fees that you must pay under each Franchise Agreement. However, if you comply with the deadline in the Development Schedule for opening each Restaurant, we will credit \$2,500 of the Territory Reservation Fee to the initial franchise fee for that Restaurant.

### Grand Opening Advertising and Promotion

You must pay us a fee of \$15,000 for a grand opening advertising and promotion program that we will carry out on your behalf, unless we elect to have you conduct the program yourself (in which case you must spend a minimum of \$15,000). The grand opening advertising and promotion program will take place within close proximity to the Restaurant opening, on a schedule we determine. If we elect to carry out the program on your behalf, we will have complete discretion on how and when to make expenditures. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities we determine will contribute to generating business at the Restaurant.

### Offer Letter

We may charge you a fee to acquire our pre-existing right to purchase an existing franchised Restaurant. This fee is in addition to the purchase price you pay the seller and any other fees described in this Item. There is no standard amount for this fee; it would be determined by negotiation with you. We did not collect any such fees in our last fiscal year.

*[Remainder of page intentionally left blank]*

**ITEM 6  
OTHER FEES**

Type of Fee (Note 1)	Amount	Date Due	Remarks
Royalty	The greater of 6% of Gross Sales for each one-week period or \$300 for each one-week period	At the end of each one-week period via electronic funds transfer (EFT), pre-authorized auto-draft arrangement, or such other time and manner as we may specify	See Note 2 for definition of Gross Sales.
Advertising Fee	Up to 7% of Gross Sales, as determined by us	Same as royalty	We allocate your total advertising obligation among contributions to a system-wide fund called Caesar Fund, contributions to an advertising cooperative (if applicable), and expenditures on local advertising. See Item 11. The Advertising Fee for Food Trucks is one-half of the then-current percentage advertising fee paid by full-size Little Caesars® Restaurant franchises.
Blue Line purchases	Varies	Per Blue Line's standard terms	See Note 3.
Caesar Vision system annual support fee (Note 4)*	Up to \$3,500 per year per Restaurant; currently \$2,990 per year per Restaurant	Assessed annually in January, but collected every accounting period in installments	Payable to Blue Line. The support fee typically increases each year.
Digital transactions fee*	Up to \$0.40 per transaction – currently \$0.35 Plus, if applicable, a third party aggregator fee of up to \$0.10 per transaction.	Same as royalty	Payable to Blue Line. The third-party aggregator fee applies to “marketplace” orders (i.e., those placed through an online food ordering marketplace), and is in addition to the digital transaction fee. The third-party aggregator (currently Deliverect) directs the customer orders on the marketplace to the Restaurant POS systems. Blue Line Retail Tech pays the per-transaction fee to the third-party aggregator but will recover the cost from you.  Please see Note 5 for further details.
Security and technology fee*	Up to \$0.09 per credit or debit transaction – currently \$0.06	As incurred	Collected by FIS/Worldpay on our behalf.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Delivery fees – orders via Little Caesars app or website (Note 6)*	Delivery fee - \$3.75 Service fee - 12% of food and beverage order (maximum \$4.00) Small order fee - \$2.00 Late-to-Portal fee - \$0.50 per late order	Same as royalty	<p>The customer pays the delivery fee, service fee, and small order fee to the Restaurant, which passes them on to Blue Line. You pay the late-to-portal fee and the LCE transaction fee directly to Blue Line via weekly ACH. The delivery fees are in addition to the digital transaction fee.</p> <p>Based on requirements of certain states and cities, delivery fees differ on orders through the Little Caesars app and website - see Note 6 for details.</p>
Delivery fees – orders via third party apps or websites (Note 6)*	Service fee – up to 25% of food and beverage order, currently ranging from 18% to 22%.	Same as royalty	The service fee is payable to the third party delivery provider. The delivery provider deducts the service fee from the amount paid by the customer before remitting funds to your store; see Note 6 for details. The delivery fees are in addition to the digital transaction fee.
Learning Management System (“LMS”) fee*	Currently \$260 per year per Restaurant	Two semi-annual installments	See Note 7.
Data Fee	None currently	N/A	You receive a limited, non-exclusive, revocable license to use data owned by us (“LCE Data”) during the term of the Franchise Agreement in connection with the operation of the franchise. We reserve the right to charge fees in connection with licensing you to use LCE Data. The amount of any future fees has not been determined.
Other fees*	None currently	As incurred	We have a contractual right to institute other fees with respect to new or revised products, services, facilities, technology, marketing methods, training programs, data security, and operations, including fees to support portals, websites, mobile applications, digital transactions, Internet-connected equipment, social media, and other communications channels.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Per diem for onsite Caesar Vision support*	Currently \$1,500 per day per technician, plus travel expenses	As incurred	Payable to Blue Line if you request onsite support to train your staff or troubleshoot problems with the Caesar Vision system.
M.I.K.E. system connection fees*	None currently (see Remarks)	At time of installation and monthly thereafter	If you install the M.I.K.E. system (see Note 8), it must be continuously connected to our system via the Internet. As of the date of this disclosure document, there is no fee for connection, but Blue Line reserves the right to charge a fee.
Audit by franchisor	Our actual costs of audit (travel, lodging, wage expenses, and accounting and legal costs)	As incurred	Payable only if audit reveals an understatement of 2% or more in reported Gross Sales.
Follow-up inspections	Our actual costs, including travel expenses, meals, lodging, and compensation of our representatives	10 days after billing	Payable at our option if we make a follow-up inspection in connection with deficiencies noted in a previous inspection.
Additional trainees	Not more than \$500 per attendee for initial training of additional employees	10 days after billing	See Item 11.
Optional training	Will vary based on length and type of training	When you sign up for the training program	See Item 11. Payable only if you choose to participate in the training program. You will know the amount of the fee before you decide to participate.
Transfer Fee	Varies from \$0 to \$5,000 per Restaurant	Before transfer	See Note 9.
Renewal Fee	\$5,000	At the time you sign your Franchise Agreement and Renewal Addendum	See Note 10. For a Food Truck, the fee is \$2,500 and you will sign the Food Truck Renewal Addendum.
Indemnification	Will vary with circumstances	As incurred	See Note 11.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Special marketing, management, and operational assistance performed at your request	Reasonable fee plus expenses	20 days after billing	See Item 11. Payable only if you request assistance beyond what we customarily furnish to franchisees. We will obtain your agreement on the fee before you commit to the additional assistance.
Private Securities Offering	\$25,000 plus additional sums to cover our out-of-pocket costs to review the materials if greater than \$25,000	At the time offering materials are submitted to us for review; when incurred if greater than \$25,000.	You must obtain our approval before making a private offering of securities. All such offerings are subject to our right of first refusal. The Franchise Agreement prohibits public offerings of your securities.
Relocation Fee	\$2,500	When you submit the relocation request package	You may relocate a Restaurant only with our permission. The new location must be within a one mile radius of the original location and must open within six (6) months of the original location's closure. The relocation fee is refundable only if we do not approve your request.
Interest	18% per year or the maximum rate permitted by law where the Restaurant is located, whichever is less	As incurred	Payable if any payment is late. Calculated from the date the payment was originally due to us or our affiliate. See Note 12.
Late Fee	<p>Our then-current late fee (up to \$500 as of the date of this disclosure document) for overdue amounts</p> <p>For overdue financial statements, tax returns, or other required reports, our then-current late fee for each 30 days (or portion thereof) that the financial statement, tax return or other report is overdue</p>	Due immediately after the date on which the amount, financial statement, tax return, or other required report was originally due to us or our affiliate	Payable if any payment is late or if your financial statements, tax returns, or other reports are not received when due. See Note 12.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Insufficient Funds Fee	Up to \$50 per occurrence	As incurred, with next pre-authorized auto-draft arrangement or <b>EFT</b>	Payable if any EFT payment is returned due to insufficient funds in your bank account
Missing Sales or Late Sales Reporting Fee	Up to \$50 per occurrence	As incurred, with next pre-authorized auto-draft arrangement or <b>EFT</b>	Payable if weekly sales are not reported by 11:59am EST on Wednesday for the prior week
Conference Fee Deposit	\$2,500	First quarter of calendar year, by pre-authorized auto-draft arrangement or <b>EFT</b>	Payable in each of the first 3 years of the Franchise Agreement if the principal owner of Franchisee is new to the Little Caesars franchise system at the time of signing the Franchise Agreement . Refunded if Franchisee's principal owner attends that year's annual conference of Little Caesars Restaurant franchise owners.
Missed Meeting Fee	Reasonable estimate of the cost we incurred in expectation of your attendance. Will vary based on the length and type of meeting	20 days after billing	We can charge you a non-attendance fee if you fail to attend a required meeting, conference or seminar. Not applicable if the Conference Fee Deposit applies.
Management Fee	Commercially reasonable fee	20 days after billing	Payable only if a principal owner of the franchise has been arrested for or charged with a serious criminal offense and we elect to manage the Restaurant pending final disposition of the charges.
Liquidated Damages for Failing to Maintain Hours of Operation	Amount specified in the ORG (currently \$1,000 per day)	Upon billing	Payable if you use your premises for anything other than operation of the Restaurant or if you fail to operate the Restaurant for the minimum hours and days we specify in the ORG.
Liquidated Damages for Holding Over after Expiration	See Note 13 for formula	Upon billing	Payable if you continue to operate at the Approved Location after the initial term expires without electing to renew and satisfying all prerequisites for renewal.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Liquidated Damages Upon Termination for Your Default	See Note 14 for formula	Effective date of termination	Payable in lieu of any damages for our lost future revenue as a result of your default; but this is in addition to any other damages, costs and expenses to which we may be entitled.
Liquidated Damages – Failure to Comply with Post-Termination Obligations	\$250 per day	As incurred	<p>Payable if you fail to comply with your obligations arising upon expiration or termination of the Franchise Agreement. These obligations are summarized in Item 17.i of this disclosure document.</p> <p>We can draw \$10,000 from your bank account (see Note 1) at the time of expiration or termination to cover potential liquidated damages as well as the expenses described in the next line of this chart. Upon completion of de-identification of the Restaurant and payment of the expenses described below, if any, we will refund any unused portion of the \$10,000. If the \$10,000 is insufficient to satisfy your obligations, we will invoice you for the balance.</p>
Enforcement Costs	Our actual costs	Upon demand	See Note 15.
Dispute Costs and Legal Fees	Our actual costs	Upon demand	See Note 16.

Notes:

- (1) Unless otherwise specified, all fees payable to us and our affiliates under this disclosure document are non-refundable and are uniformly imposed, although we reserve the right to charge different fees in certain circumstances. Whether payments made to others will be refundable will depend on your arrangements with them. Fees labeled with an asterisk do not apply to Food Trucks. We have the right to require you to pay all fees, the liquidated damages provided for in the Franchise Agreement, and all other amounts due to us and/or our affiliates by EFT or other methods we specify from time to time. You must sign our then-current EFT Authorization form and furnish us and your bank with any other authorizations necessary to effect payment by the method(s) that we specify. We may initiate EFT payments without prior notice.
- (2) “Gross Sales” means all revenue generated by the Restaurant through a purchase of products or services and all other income or consideration of every kind and nature received by the Restaurant, whether for cash or credit, and regardless of collection in the case of credit, including all delivery fees and other revenues associated with delivering and/or selling products or services



off-premises to customers, and any proceeds from business interruption insurance, less any sales taxes or other taxes you collect from customers and thereafter pay directly to the appropriate taxing authority.

- (3) You must purchase most of your food and paper products, supplies, equipment, and other items from Blue Line. See Item 8. The amount you pay Blue Line will depend on the quantity of items that you purchase and Blue Line's then-current prices. You must pay Blue Line in accordance with Blue Line's then-current payment terms and conditions, which may include a security deposit and/or pre-payment conditions. If you fail to make any payment to us, Blue Line, or other affiliates when due, we and Blue Line reserve the right, among other remedies, to (a) suspend or refuse shipment to you of additional Blue Line products until payment has been made in full; (b) require payment for any or all future shipments of Blue Line products to be made on a prepayment or cash-on-delivery (COD) basis; and/or (c) require you to post a security deposit for future shipments.
- (4) We own an integrated point-of-sale, kitchen dashboard, digital menu board, mobile and web system known as the "Caesar Vision" system. All franchised Restaurants must install the Caesar Vision system. The current Caesar Vision User Terms are in Exhibit M to this disclosure document. You must also accept user terms from third-party vendors whose technology is used in the Caesar Vision system. The user terms may be updated from time to time. Please see Item 11 for further information.

You must pay an annual Caesar Vision maintenance and support fee to Blue Line for each Restaurant. The fee supports the Caesar Vision software (Production Management 3.0 dashboard for kitchen operations), Altametrics (for back-of-the-house operations), Menu Manager, Spectrio (for dynamic digital menu boards), and the Gateway (an interface we have established for key applications and primary means of digital interaction with franchisees). We have the right to adjust the annual support fee.

- (5) You must pay a digital transaction fee for orders received through the website and mobile ordering system we designate for Little Caesars Restaurants. This includes delivery orders received through the Little Caesars native app and website and through third-party apps and websites. We have the right to change the digital transaction fee by posting a notice on the Caesar Vision portal (see the Caesar Vision User Terms for Franchisees in Exhibit M to this disclosure document). For "marketplace" orders (i.e., those placed through an online food ordering marketplace), in addition to our digital transaction fee, we may charge you a per-transaction fee for the third-party aggregator (currently Deliverect) that directs the customer orders on the marketplace to the Restaurant POS systems. Blue Line Retail Tech pays the per-transaction fee to the third-party aggregator.
- (6) You and your customers must pay fees on delivery orders placed by customers through the Little Caesars native app and website and through third-party apps and websites. The delivery fees are in addition to the digital transaction fee and third-party aggregator fee discussed in Note 5. For orders through the Little Caesars app or website, the customer pays the delivery fee, service fee commission, and small order fee (if applicable) to the Restaurant, and you remit them to Blue Line. Blue Line also charges a "late to Portal" fee if the products you prepare for delivery are not ready on time for pick-up by the driver.

As of the date of this disclosure document, we have an agreement designating DoorDash as the exclusive third-party delivery service for orders placed through the Little Caesars® app and website, provided that the order is within DoorDash's service area. However, this agreement ends in February 2026 unless extended.

For orders through third-party apps and websites, there is no exclusive delivery provider. The customer pays the delivery provider a mark-up on the food and beverage order, and you pay the

delivery provider a service commission. Delivery fees may be affected by special promotions and by delivery provider programs, under which customers pay a monthly subscription fee for service.

As a result of legal requirements in California, some of the fees for delivery orders through the Little Caesars app and website are different in that state. Specifically, the delivery fee is \$5.25 and the service fee commission is 15% (up to a maximum of \$8.75 plus food, beverage and applicable taxes). The small order fee and late-to-portal fee are the same. Other states and cities (including New York City and Seattle) have adopted or are considering legal requirements similar to California's; we have adjusted or will adjust fees for delivery orders in those states and cities to meet the applicable requirements.

- (7) The training fee supports charges we incur for the training materials (Inkling), attendance and completion tracking (FranConnect), and technology services for the dedicated electronic tablet required for the LMS (Microsoft for communications and AirWatch for security).
- (8) The Modern Integrated Kitchen Equipment system or "M.I.K.E." system is a proprietary automated food production system. The M.I.K.E. system is not mandatory for franchisees as of the date of this disclosure document, but we may make it mandatory. Blue Line is the only vendor of the system. Please see Item 14 for further information.
- (9) The standard transfer fee is \$5,000 per Restaurant.
- (10) If you are a new franchisee, this is the fee that you will pay at the end of your initial 10-year term if you choose to renew and qualify for renewal of your franchise. If you are a Renewing Franchisee as defined in Item 5 (that is, an existing franchise who is now entering into the 10-year renewal term of your Little Caesars® Restaurant franchise), you will pay the renewal fee specified in your existing agreement, and you will sign our then-current Franchise Agreement as well as a Renewal Addendum ("**Renewal Addendum**"). If you are a Renewing Franchisee of a Food Truck franchise, you will pay the renewal fee specified in your existing Food Truck Addendum, and you will sign our then-current Franchise Agreement and Food Truck Renewal Addendum. The Renewal Addendum (or Food Truck Renewal Addendum, as applicable) will modify some provisions of the Franchise Agreement to reflect your status as an existing franchisee. Our current form of Renewal Addendum is in Exhibit C to this disclosure document and our current form of Food Truck Renewal Addendum is in Exhibit D.
- (11) Under the Franchise Agreement, you must indemnify, defend and hold harmless us and our affiliates, and our and their respective directors, officers, employees, shareholders and agents, from all losses, costs, and expenses incurred as a result of any claims arising directly or indirectly from (a) your operation of the Restaurant, (b) your or your owners', managers' or employees' attendance and participation in training, or (c) your securities offering. If you sign a Territory Reservation Agreement, you must also indemnify, defend, and hold us and our affiliates harmless from any claims arising directly or indirectly from your failure to perform under that agreement.
- (12) Any payment not made to us or our affiliates on or before the due date will be deemed to be overdue, and we will have the right to draft from your bank account the overdue amount, together with the then-current late fee for each unpaid obligation, plus interest on the overdue amount from the date it was due until paid, calculated on a daily basis. If we do not receive your weekly Gross Sales report when due, all payments that you owe us for the time period covered by the report are deemed overdue until we receive the report, regardless of whether you have actually made payment. In addition, we will have the right to estimate your Gross Sales and to draft from your bank account the estimated amount due for royalties, CAESAR FUND contributions and any other charges. Upon receipt of your delinquent Gross Sales report, we will reconcile any difference between the estimated amount and the actual royalties, CAESAR FUND contributions and other charges due for the period. If your financial statements, tax returns, or other required reports are not received when due, you must pay us a late fee for each 30 days (or portion thereof) the financial statement, tax return or other report is overdue. Our entitlement to late fees

and interest is in addition to any other remedies that we or our affiliate may have. In addition to interest and late fees, you must reimburse us for any bank charges resulting from any dishonored check or other payment.

- (13) We calculate the liquidated damages as follows: your average monthly royalty fees, advertising fees, and technology fees payable over the 12-month period immediately preceding the expiration date, multiplied by 36.
- (14) We calculate the liquidated damages as follows: (a) your average monthly royalty fees, advertising fees and technology fees payable over the 12-month period immediately preceding the date of termination, multiplied by the lesser of 36 months or the number of months then remaining in the then-current term of the Franchise Agreement. For greater certainty, if a change of ownership has occurred with respect to the Restaurant during the preceding 12-month period, the lump sum payment calculation will include the periods before and after the ownership change. If the Restaurant has been open less than 12 months as of the date of termination, the liquidated damages calculation will be the average monthly royalty fees and advertising fees payable for the period the Restaurant was open, multiplied by 36 months.
- (15) You must reimburse us for the costs and expenses we incur as a result of your failure to comply with the Franchise Agreement, regardless of whether we issue a notice of default or notice of termination or initiate a legal proceeding to enforce its terms. Reimbursable costs include travel expenses, costs of investigation and proof of facts, accountants', attorneys', attorneys' assistants and expert witness fees, court costs, administrative costs for dispute resolution services, mediator or arbitrator fees, and other dispute resolution expenses. If you fail to comply with your de-branding or other obligations upon expiration or termination of the Franchise Agreement, you must pay us, in addition to the liquidated damages of \$250 per day: (a) the amount of any expenses we reasonably incur to perform any post-termination obligations that you fail to perform (using reasonable hourly rates for Little Caesar personnel, and including (if applicable) travel and lodging expenses); and (b) all damages, costs, and expenses, including attorneys' fees, we incur in going to court to enforce your post-termination obligations.
- (16) If you initiate a legal proceeding against us and you do not prevail in obtaining the relief you were seeking, then you must reimburse us for our costs and expenses as a result of the legal proceedings, including accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with the legal proceedings.

*[Remainder of page intentionally left blank.]*

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

**YOUR ESTIMATED INITIAL INVESTMENT**  
**(Franchise Agreement)**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee (See Note 1)	\$20,000	Lump sum	Unless otherwise agreed, payable in full when we approve you to become a franchisee	Us
Rent (See Note 2)	\$1,500 to \$7,000	As Arranged	Monthly	Lessor
Leasehold Improvements (See Note 3)	\$50,000 to \$1,000,000	As Arranged	As Incurred	Suppliers
Fixtures, Equipment, and Signage (See Note 4)	\$222,000 to \$434,000	As Arranged	As Incurred	Blue Line and Suppliers
Grand Opening Advertising (See Note 5)	\$15,000 to \$20,000	As Arranged	As Incurred	Us or Suppliers and Media
Training Expenses (See Note 6)	\$12,000 to \$16,500	As Arranged	As Arranged	Hotels, Airlines, online subscriptions, licensing fees, etc.
Start-up Inventory and Supplies (See Note 7)	\$63,000 to \$154,000	As Arranged	As Incurred	Blue Line and Suppliers
Insurance (See Note 8)	\$500 to \$1,200	As Arranged	Monthly	Insurers
Utility Expenses (See Note 9)	\$1,000 to \$9,000	As Arranged	Monthly	Utilities
Licenses and Permits (See Note 10)	\$1,000 to \$20,000	As Arranged	Annually	Governments
Additional Funds – 3 months (See Note 11)	\$17,000 to \$47,000	As Arranged	Estimated needs for the first 3 months of operation	Various
<b>TOTAL (See Note 12)</b>	<b>\$403,000 to \$1,728,700</b>			

**Notes:**

- (1) The initial fee is reduced to \$15,000 for the Veterans and First Responders programs (\$0 for service-disabled veterans) and to \$7,500 for a Food Truck franchise. See Item 5 for details.

- (2) The estimate assumes a Restaurant of 1,200 to 1,600 square feet. The estimate is for one month's rent, which may include base rent and additional rent such as prorated expenses for common area maintenance, property taxes, and insurance. In addition to monthly rent, you may have to pay a lease deposit to the lessor. If you purchase real property, the cost would be significantly more than the estimate in the chart and would vary depending upon the location and other factors. The chart excludes Food Trucks.
- (3) Leasehold improvements must conform to our standard specifications. We will provide you with prototype plans. You will be responsible for ensuring that your final plans conform to local laws and building codes, which may involve paying architect and/or engineering fees, as well as the cost of building permits. Leasehold improvement costs vary considerably according to fair market values in your area, your real estate interest (leasehold or ownership), the size of the Restaurant, location, and whether you or your landlord develops the location. The estimated range does not include extraordinary costs, such as costs related to extensive redesign, permitting variances, legal obstacles, impact fees, utility connections, etc.

Additional factors that typically affect your initial investment include your cost to negotiate the lease (or buy the property), including legal fees, local real estate market values, terms under which other locations have been leased, how the costs to renovate or develop the land, building and other site improvements are allocated between you and the landlord, interest costs, and the negotiations of the parties, among others.

Although not reflected in the estimated initial investment for leasehold improvements, during the term of the franchise, you must refurbish the Restaurant premises within 6 months after receipt of written notice from us that refurbishment is necessary to maintain or improve the appearance and efficient operation of the Restaurant, to increase its sale potential, or to conform to the then-current public image of Little Caesars Restaurants. Refurbishment may affect building design, trade dress, color schemes, and presentation of the Marks, and may require, among other things, structural changes, replacement or renovation of fixtures and furnishings; interior and exterior remodeling and redecoration; installation of new equipment; technology additions and upgrades; resurfacing of parking areas; and modifications to existing improvements. We cannot request refurbishment sooner than 5 years from the initial construction or last full refurbishment of the Restaurant, nor during the last 12 months of the term except in connection with renewal of the franchise. You will not be obligated to spend more than \$100,000 for a refurbishment (this amount is over and above the cost of required equipment). The refurbishment obligation is separate from and does not limit your other obligations (such as obligations to upgrade your information technology and software, or the requirements of your lease for the Restaurant).

- (4) Fixtures, equipment, and signage must conform to our standard specifications. The estimated range is for new items; you may be able to acquire certain equipment or other items used if they are in good condition and meet our specifications. The estimated range includes the Caesar Vision system, dough process, Pizza Portal® equipment, and other required pre-opening items from Blue Line (see Item 5). The estimate does not include the price of the M.I.K.E. system, which is optional as of the date of this disclosure document. We may require franchisees to use the M.I.K.E. system in the future.
- (5) At our option, you will either pay us a fee of \$15,000, which we will use to carry out a grand opening advertising and promotion program on your behalf, or we will have you conduct the program yourself, in which case you must spend a minimum of \$15,000 for grand opening advertising and promotion. This amount is in addition to your other financial obligations for advertising. The grand opening advertising and promotion program will take place within close proximity to the Restaurant opening, on a schedule we determine. If we elect to carry out the program on your behalf, we will have complete discretion on how and when to make expenditures. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities we determine.

will contribute to generating business at the Restaurant. If we decide that you will carry out the program, you must submit your proposed grand opening advertising and promotion program to us for approval at least 4 weeks before the scheduled opening. Within 7 days after the opening, you must provide evidence to verify your expenditures according to the approved plan. In the chart, the lower end of the range is the \$15,000 minimum that you must spend for a program that we consider basic. The upper end of the range is our estimate of the cost for what we consider to be a “strong” grand opening plan. See Item 11 for details on advertising expenses.

- (6) See Item 11 for details on training expenses. The estimate includes a fee of \$125.40 for the National Restaurant Association’s ServSafe program.
- (7) The estimated range given is for supplies and the initial amount of products needed to open the Restaurant. The estimated range includes pre-opening items from Blue Line (see Item 5).
- (8) Before signing a lease and opening the Restaurant, you must obtain, at your own expense, an insurance policy or policies protecting you, us and our affiliates, and our and their respective shareholders, directors, employees, and agents against any demand or claim with respect to personal or bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring at or in connection with the Restaurant. See Item 8 for purchasing requirements and specifications for insurance. The estimated cost range in the chart does not include workers compensation insurance. If you are required to purchase workers compensation insurance, you should consult with your insurance agent regarding the cost of that insurance.
- (9) In addition to monthly charges, you may need to provide deposits for utilities. The amount of such deposits and utility costs will vary with the location of the Restaurant and the practices of the utility companies.
- (10) This estimate includes business licenses and health department certificates. Some municipalities have higher fees or charges than others. We generally do not permit the sale of alcohol, but if your Restaurant is one of the exceptions allowed to serve alcoholic beverages, your licensing expenses will be greater.
- (11) You will need capital to support on-going expenses, such as payroll, to the extent that these costs are not covered by sales revenue. This amount includes accounting and legal expenses. We estimate that the amount given will be sufficient to cover on-going expenses in excess of cash receipts for the first 3 months of Restaurant operations, excluding royalty and advertising contributions. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during or after the initial phase. In formulating the estimated amount of additional funds, we relied on our 60+ years of operating Restaurants and 58 years of franchising Restaurants. These estimates involve Restaurants which follow our grand opening and marketing plans.
- (12) The lower end of the range assumes an initial franchise fee of \$20,000 applies. However, the initial franchise fee could be as low as zero for a qualifying service-disabled veteran.

*[Remainder of page intentionally left blank.]*

**YOUR ESTIMATED INITIAL INVESTMENT  
(Territory Reservation Agreement)**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Fee (See Note 1)	\$40,000	Lump sum (See Note 1)	When you sign TRA (See Note 1)	Us
Legal, Accounting and other Fees (See Note 2)	\$1,000 to \$5,000	As Arranged	As Arranged	Third Parties
<b>TOTAL (See Note 3)</b>	<b>\$41,000 to \$45,000</b>			

Notes:

- (1) The estimate assumes that the Territory Reservation Agreement covers 4 Restaurants at a fee of \$10,000 per Restaurant. The initial fee will be higher if the Territory Reservation Agreement allows for the development of more than 4 Restaurants. See Item 5 for details regarding the timing of payment of the Territory Reservation Fee.
- (2) You may incur additional legal, accounting and other fees for reviewing the Territory Reservation Agreement.
- (3) You will incur the expenses listed above in the first table of this Item 7 for each Restaurant that you develop under the Territory Reservation Agreement.

\* \* \*

All payments to us in this Item are non-refundable. Whether payments made to others are refundable will depend on your arrangements with them. We do not finance any portion of your initial investment.

*[Remainder of page intentionally left blank.]*

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

In general, you must purchase all current and future products, ingredients, equipment, supplies, and materials used or sold by your Restaurant (including certain proprietary items, including our spice blend, dough mix, oil, yeast, and veggie seasonings) solely from Blue Line or such other source as we may designate. We have designated other sources for certain beverage products, signs, and other goods and services as described below in this Item.

We, Blue Line or other affiliates may become an approved supplier (or the only approved supplier) of items that we or they do not supply as of the date of this disclosure document.

We have no obligation to consider additional suppliers that you may wish to propose. We do not have criteria for approving suppliers that we make available to franchisees. If we do undertake review of a proposed supplier, we will provide notice of approval or disapproval within 90 days after we complete the review process, but a decision could take up to a year or more depending on the item. You must pay any expenses we incur in inspecting and evaluating the supplier's facilities and business operations. Our approval of a supplier may be specific to a particular facility of the supplier, to a particular product or service, and to the particular Restaurant(s) to be supplied. You may not use a supplier unless and until that supplier is approved by us. We may revoke our approval at any time if we determine that the supplier no longer meets our standards. If a supplier's approval status is revoked, upon receipt of written notice of revocation, you must cease purchasing from any disapproved supplier.

We know of no purchasing cooperatives or distribution cooperatives currently operating in our system.

*Beverage products.* We have an agreement with Pepsi-Cola that designates Pepsi-Cola as the exclusive supplier of certain packaged and fountain beverages to Little Caesars® Restaurants through December 31, 2026, when the agreement will expire unless renewed. Under the current agreement, Pepsi-Cola provides funds to support various programs that promote both Little Caesars® products and Pepsi-Cola® products. Some program payments are calculated based on your actual purchases of Pepsi products; these amounts will be paid by Pepsi-Cola directly to you. Some program payments are calculated based on system-wide purchases of Pepsi products; all of these funds are used for marketing efforts. Some Pepsi-Cola payments support our program for military veterans, our Love Kitchen charity, and other specific programs; these payments are fixed amounts and not affected by purchase volumes.

*Third party delivery.* As of the date of this disclosure document, we have an agreement designating DoorDash as the exclusive third-party delivery service for orders placed through the Little Caesars® native app or website, provided that the Restaurant is within DoorDash's service area. However, this agreement ends in February 2026 unless extended. DoorDash's service area currently covers over 90% of our Restaurants. If DoorDash is not available at your Restaurant, or if DoorDash's exclusivity ends, you may use other third-party delivery providers with our approval. Orders may also be placed through third-party apps and websites such as the DoorDash, Uber/PM, and GrubHub marketplaces.

*Signs.* You must purchase the signs that you will need for your Restaurant from a vendor on our approved vendor list. As of the date of this disclosure document, there are several approved sign vendors, but we reserve the right to reduce the number of approved vendors or to designate a single approved vendor.

*Real estate lease.* If you will occupy the Restaurant premises under a lease, we may require you to submit the lease to us for our written approval before you sign it. Our approval is not an endorsement of the legal or business terms of the lease. We can require, as a condition of our approval, that the lease contain certain terms and conditions, including a minimum term, including renewals, of 20 years; the landlord's consent to our standard signage; that the leased premises be restricted solely to the operation of a Restaurant; a prohibition on you assigning, subleasing or extending or renewing the term of the lease



without our consent; the landlord's agreement to notify us of defaults and give us an opportunity to cure the defaults; a right to enter the premises to protect our Proprietary Marks; an option for us to assume the lease on termination or non-renewal of the Franchise Agreement; a prohibition on amending the lease without our consent; and other terms.

*Leasehold improvements.* You must, at your own expense, construct all leasehold improvements to the Restaurant premises in conformance with the prototype plans and specifications we furnish. You must employ a qualified architect or engineer to prepare final plans and specifications for constructing the leasehold improvements based upon the plans and specifications we furnish. You must submit the final plans to us and not proceed with any construction until you have obtained our prior written approval. You must not deviate from any approved plans or specifications without our prior written approval.

*Advertising and promotion.* Any advertising and promotional materials that you purchase or prepare are subject to our written approval and must be in such media and of such type and format as we may approve, and must conform to such standards and requirements as we may specify. See Item 11 under the heading "Advertising and Promotion" for information about the procedure to obtain our approval.

*Insurance.* Before signing a lease and opening the Restaurant, you must obtain, at your own expense, an insurance policy or policies protecting you, us and our affiliates, and our and their respective shareholders, directors, employees, and agents against any demand or claim with respect to personal or bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring at or in connection with the Restaurant. We must be included as an Additional Insured and certificate holder on all liability policies. We may require additional or different insurance coverages in the future. Your insurance carrier must be rated at least A-VIII by A.M. Best.

Below is a schedule of the insurance policies that you must maintain.

- Property should be insured on an all risk form, including back up of sewers and drains, and to its full replacement cost, at a minimum of \$425,000. You should consult with your insurance advisor to make sure that your property insurance covers full replacement cost. Property includes buildings, if applicable, improvements and betterments, equipment, inventory and other miscellaneous personal property.
- Loss of income should be insured for a \$250,000 limit per occurrence for 12 months. This insurance should be written on an all risk form including back up of sewers and drains and off premise power failure.
- During construction of a Restaurant, an all risk builders' risk policy must be maintained in an amount equal to 100% of the construction value, as well as general liability insurance per item C below and workers compensation per item E below.
- Comprehensive General Liability with minimum policy limits as follows:

General Aggregate	\$2,000,000
Products Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 300,000

Standard coverage must include:

Bodily Injury	Personal Injury
Product Liability	Contractual Liability
Property Damage	Fire Damage Liability*
Host Liquor Liability	

Advertiser's Liability  
Incidental Malpractice

\* We recommend that you review the Fire Damage limit for adequacy with your insurance professional, especially if the Restaurant is in a free standing building.

- Automobile Liability with minimum Limits of Liability as follows:

Owned Autos (if any)	\$1,000,000
Hired Autos	\$1,000,000
Non-owned Autos*	\$1,000,000

\*If we approve you to provide delivery services to customers, the minimum required amount of Non-Owned Auto Liability insurance is \$5,000,000. Higher limits are recommended. Please consult your insurance professional to determine whether your insurance is adequate for delivery.

- Workers' Compensation as required by law, with coverage as follows:

Part 1: Workers Compensation – Statutory Benefits

Part 2: Employer's Liability:

\$100,000 Each Accident  
\$500,000 Disease Policy Limit  
\$100,000 Disease Each Employee

Such insurance must include a waiver of insurer's rights of subrogation against us. In certain states, you must purchase your workers' compensation coverage through a state fund.

- Stop Gap Liability (Employer's Liability) – required if any of your Restaurants are located in the following states or territory: North Dakota, Ohio, Washington, Wyoming, Puerto Rico, U.S. Virgin Islands, or any state where a franchisee (Employer) is approved to self-insure for Workers' Compensation.
- Liquor Liability Insurance – required if your Restaurant, with our prior written approval, sells alcohol, with limits of \$1,000,000 Each Common Cause and \$1,000,000 Policy Aggregate.
- We recommend that you also consider the following insurance (please check with your insurance professional):
  - Terrorism Insurance
  - Property Insurance for Flood & Earthquake
  - Loss of Income for Off-Premise Utility Service Failure that includes overhead transmission lines
  - Property Insurance for EDP/Computer & Media
  - Property Insurance for Temperature Change (Food Spoilage)
  - Crime Insurance for Employee Dishonesty, Depositors Forgery and Loss of Money
  - Cyber 1<sup>st</sup> and 3<sup>rd</sup> Party
  - Contamination / Reputation Risk
  - Excess / Umbrella Liability
  - Employee Benefit Liability

- Employment Practices Liability
  - For multi-Restaurant owners, blanket coverage on property insurance.
- Always check with your insurance professional to confirm that you have adequate insurance for your Restaurant(s). You must keep your insurance in force throughout the term of the Franchise Agreement and provide us with a current certificate of coverage. We can terminate the franchise if required insurance coverage lapses or is cancelled and is not restored or replaced within 48 hours you receive written notice of default.

*Accounting services.* To facilitate consistent quality and methodology of financial reporting and the ability to generate data for the benefit of ourselves and franchisees, we reserve the right to approve the accounting firm you wish to use.

*Information technology.* We have the right to require you to use specific vendors, brands, types, makes, and/or models of commercial grade technology equipment at the Restaurant, including: (a) computer systems, digital menu boards, communications devices, data processing devices, audio and video systems; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; (e) back-up Wi-Fi devices; and (f) physical and electronic storage systems; and (g) security systems. Please see Item 11, “Technology Requirements” for further information.

The Caesar Vision system (see Item 6 and Item 11) is available only through Blue Line, although the system incorporates hardware, software, installation and other services from multiple third-party vendors. All franchised Restaurants must install the Caesar Vision system. You must engage a vendor we designate to install the system; self-installation by franchisees is not permitted. When you order the Caesar Vision system, you must accept the Caesar Vision User Terms for Franchisees, the current version of which is in Exhibit M to this disclosure document. You must also accept user terms from third-party vendors whose technology is used in the Caesar Vision system. The user terms may be updated at any time.

*Payment systems.* You must honor all credit, charge, courtesy or cash cards, gift cards, and other credit devices and mobile payment systems that we require or approve, and you must comply with all of our policies regarding acceptance of payment by credit and/or debit cards and mobile payment systems, including, for example, minimum purchase requirements and/or surcharges for use of a card. You must use only approved merchant processors. Payment systems may require you to obtain new hardware, software, equipment and training at your own expense.

*Data security and PCI compliance.* You must install and maintain industry-standard security measures and devices to protect data from unauthorized access or disclosure, whether you store the data at the Restaurant or off-site. We have the right to audit your processes and facilities to verify that you have taken appropriate measures to secure data. If we determine that the data you hold is not secure, we can shut off the connectivity of the Caesar Vision system, if installed in the Restaurant, until your processes and facilities are compliant with data security requirements. If you suffer a security breach, you must comply promptly with applicable laws and any instructions from Little Caesar regarding response to the breach. Any losses or expenses we incur as a result of your security breach will be subject to indemnification.

Among other things, you must implement the most recent security requirements that the PCI Security Standards Council, LLC ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) or its successor requires of a merchant that accepts payment by credit and/or debit cards (the Payment Card Industry Data Security Standards or “PCI-DSS”). The PCI-DSS may require you to purchase a firewall or other new hardware and to have an independent third party conduct a PCI-DSS audit as and when required by the standards. You must use an approved vendor to conduct PCI-DSS audits.

The PCI Security Standards Council, LLC or its successor may revise the PCI-DSS standards at any time; we do not have control over the timing or substance of any changes. Compliance with PCI-DSS is a minimum requirement of your franchise and does not guarantee that no security breach will occur.

We may offer a package of services for internet access, data security and PCI-DSS compliance (described below); if we do so, you must purchase the package from us, our affiliate, or a designated vendor.

\* \* \*

Your purchases from Blue Line or other entities will be at the price in effect at the time of shipment of your order. We and Blue Line negotiate product purchase arrangements with suppliers. You have no right to request that Blue Line purchase items from particular suppliers. You must pay for Blue Line purchases in accordance with Blue Line's then-current payment terms and conditions. If you fail to make any payment to Little Caesar, Blue Line, or our affiliates when due, we and Blue Line reserve the right, among other remedies, to: (a) suspend or refuse shipment of additional Blue Line products until the payment has been made in full, and/or (b) require that you pay for future orders from Blue Line at the time you order or under another pre-payment arrangement of our choosing.

Blue Line earns (and we and other affiliates may earn) a profit on goods, products and/or services sold to you and other Little Caesars® franchisees. Blue Line also receives (and we and/or other affiliates may receive) consideration from unaffiliated suppliers with respect to their sales of goods, products or services to you or other Little Caesars® franchisees, or as the result of services rendered or rights licensed to you or those franchisees, whether or not the product or service is presently mentioned in this Item. The consideration may or may not be related to services we and/or our affiliates perform. We and our affiliates will be entitled to the profits and/or consideration described in this paragraph. We and/or our affiliates currently use a portion of the consideration received from unaffiliated suppliers to help defray the costs of organizing and conducting the annual franchisee business conference.

In its fiscal year ending January 1, 2024, Blue Line had revenue of \$1,971,491,260 from the sale of goods, services, supplies, fixtures, equipment, inventory, computer hardware, and computer software to Little Caesars® franchisees, including consideration received from other suppliers. This revenue figure is from Blue Line's year-end financial statements. Blue Line purchases some of the items that it sells to franchisees from Champion, our food manufacturing affiliate (see Item 1). The proportion of Blue Line items that Blue Line purchases from Champion may increase in the future. We (that is, Little Caesar Enterprises, Inc., the franchisor) did not receive any revenue during our last fiscal year from the sale of goods, services, supplies, fixtures, equipment, inventory, computer hardware or computer software to Little Caesars® restaurant franchisees or from required purchases by franchisees.

We estimate that your required purchases from Blue Line, Pepsi-Cola, and other designated suppliers will represent 90 to 100 percent of your total purchases and leases in establishing your Restaurant (excluding real estate costs) and 90 to 100 percent of your total purchases and leases in operating your Restaurant (excluding real estate costs).

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors considered is compliance with the purchasing requirements and restrictions described above.

As of the issuance date of this disclosure document, some of our officers own an interest in us, some of our officers own an interest in Blue Line, and some of our officers own an interest in Champion.

**ITEM 9**  
**FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	§§ 1 and 5 of Franchise Agreement; § 1 of Renewal Addendum; § 1 of Exhibit B of Territory Reservation Agreement ("TRA")	Items 8, 10 and 11
b. Pre-opening purchases/leases	§ 5 of Franchise Agreement	Items 5, 7, 8, and 10
c. Site development and other pre-opening requirements	§ 6 of Franchise Agreement; § 1 of Renewal Addendum; Exhibit B to TRA; § 1 of Food Truck Addendum and Food Truck Renewal Addendum	Items 7, 8, and 11
d. Initial and ongoing training	§ 5 of Franchise Agreement; §§ 4 and 5 of Renewal Addendum; § 2 of Exhibit B of TRA; §§ 1-10 of Training Participant Agreement ("TPA")	Item 11
e. Opening	§ 6 of Franchise Agreement	Item 11
f. Fees	§§ 2, 3, 4, 5 and 9 of Franchise Agreement; § 3 of TRA; § 4 of TPA; §§ 5 and 6 of Food Truck Addendum and Food Truck Renewal Addendum	Items 5 and 6
g. Compliance with standards and policies/operating manual	§§ 5 and 8 of Franchise Agreement; § 2 of Exhibit B of TRA	Items 11 and 14
h. Trademarks and proprietary information	§§ 7, 8, and 14 of Franchise Agreement; § 5 of TRA	Items 13 and 14
i. Restrictions on products/services offered	§ 5 of Franchise Agreement; § 2 of Food Truck Addendum and Food Truck Renewal Addendum	Items 8 and 16
j. Warranty and customer service requirements	§ 5 of Franchise Agreement	Not Applicable
k. Territorial development and sales quotas	§ 2 of TRA	Item 12
l. Ongoing product/service purchases	§ 5 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	§ 5 of Franchise Agreement; § 3 of Transfer Addendum; § 8 of Food Truck Addendum and Food Truck Renewal Addendum	Items 8 and 11
n. Insurance	§ 10 of Franchise Agreement	Item 7
o. Advertising	§ 9 of Franchise Agreement; § 9 of Food Truck Addendum and Food Truck Renewal Addendum	Items 6 and 11
p. Indemnification	§§ 12 and 18, and Guarantee of Franchise Agreement; § 13 of TRA; § 9 of TPA	Item 6

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
q. Owner's participation/management/staffing	§§ 5 and 15 of Franchise Agreement	Item 15
r. Records and reports	§ 11 of Franchise Agreement; § 9 of Food Truck Addendum and Food Truck Renewal Addendum	Item 6
s. Inspections and audits	§§ 5 and 11 of Franchise Agreement; § 9 of Food Truck Addendum and Food Truck Renewal Addendum	Items 6 and 11
t. Transfer	§ 12 of Franchise Agreement; § 9 of TRA	Item 17
u. Renewal	§ 2 of Franchise Agreement; § 3 of Renewal Addendum; § 2 of Transfer Addendum (Exhibit P); § 5 of Food Truck Addendum and Food Truck Renewal Addendum	Item 17
v. Post-termination obligations	§ 14 of Franchise Agreement; § 8.3 of TRA; §§ 1-10 of TPA; § 10 of Food Truck Addendum and Food Truck Renewal Addendum	Item 17
w. Non-competition covenants	§§ 5 and 15 of Franchise Agreement; § 8.4 of TRA; § 2 of TPA	Item 17
x. Dispute resolution	§ 23 of Franchise Agreement; § 8.12 of TRA; §§ 4-10 of TPA	Item 17
y. Personal guarantee	Exhibit A to Franchise Agreement; Exhibit C to TRA	Item 15

**ITEM 10**  
**FINANCING**

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

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

**Except as listed below, Little Caesar Enterprises, Inc. is not required to provide you with any assistance.**

Pre-Opening Obligations

1. We will make available, at no charge to you, prototype design plans and specifications for the construction of the Restaurant, including exterior (if required) and interior design and layout. (Franchise Agreement, § 4.1.) This paragraph does not apply to Food Trucks, however. (Food Truck Addendum, § 7.)
2. At your request, we will offer you such assistance as we deem appropriate in selecting a site for the Approved Location. (Franchise Agreement, § 4.2.) See "Site Selection and Construction" below for more information. This paragraph does not apply to Food Trucks, however. (Food Truck Addendum, § 7.)

3. We will provide you with electronic access to the ORG. The ORG may be in multiple parts and in various electronic media. (Franchise Agreement, § 4.3.)
4. We will offer, at the time(s) and location(s) we select, a pre-opening training program for you and such employees as we deem appropriate. Attendance and satisfactory completion of all training programs is required. (Franchise Agreement, § 4.4.)
5. Blue Line will sell and deliver to you the pre-opening items described in Item 5.
6. We will provide such initial advice and assistance in the marketing, management, and operation of the Restaurant as we deem appropriate, at the time(s) and in the manner we determine. If you request and we agree to provide assistance beyond what we customarily furnish to franchisees, we will have the right to charge a reasonable fee, plus expenses, for such assistance. We will obtain your agreement on the fee before you commit to the additional assistance. (Franchise Agreement, § 4.5.)

Renewing Franchisees will not need or receive any pre-opening assistance.

#### Continuing Obligations

1. We may periodically revise the ORG to incorporate System changes. You must promptly implement any System changes upon receipt of notice from us and must complete their implementation within such time as we may specify. (Franchise Agreement, § 4.3.)
2. We will provide required and optional training programs as we deem appropriate, at the time(s) and location(s) we select. (Franchise Agreement, § 4.4.)
3. We will provide advice and assistance in the marketing, management, and operation of the Restaurant as we deem appropriate, at the time(s) and in the manner we determine. If you request and we agree to furnish assistance beyond what we customarily furnish to franchisees, we will have the right to charge a reasonable fee, plus expenses, for such assistance. We will obtain your agreement on the fee before you commit to the additional assistance. (Franchise Agreement, § 4.5.)
4. We will conduct, as we deem appropriate, inspections of your business premises and evaluations of the Restaurant management and operations, in order to assist you and to maintain the System's standards of quality, appearance, and service. We may use designated agents, representatives, and outside consultants and vendors (including "mystery" or "secret" shoppers) to conduct such inspections, who will have the right to take photographs, take video, remove samples of products, interview employees and customers, and inspect books, records, register tapes, and other documents relating to the operation of the Restaurant. (Franchise Agreement, § 4.6.)

Any duty or obligation imposed on us by the Franchise Agreement may be performed by any of our designees, as we may direct.

#### Site Selection and Construction

If you sign a Territory Reservation Agreement, your site selection obligations for any Restaurants you develop under the Territory Reservation Agreement will be as described below concerning the Franchise Agreement. In particular, you will be required to select a proposed site for each Restaurant in accordance with our site selection criteria and standards. We do not determine your location, but we must approve it. Our then-current standards for sites will apply. We suggest that you consult with real estate and other professionals of your choice during the site selection process.

If, at the time of signing the Franchise Agreement, we have not approved a location for the Restaurant, you will have 60 days to obtain our approval of a site. We will provide our site selection

guidelines and such on-site evaluations as we deem advisable. The site that we approve will be inserted as the Approved Location specified in the Franchise Agreement. The Approved Location must be within your Protected Territory (see Item 12). We consider traffic patterns, demographic characteristics of the area, site attributes, and other factors when deciding whether to approve a proposed location for a Restaurant; however, application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites. We generally approve or disapprove a proposed location within 30 business days after receipt of the required materials from you. If no mutual agreement can be reached on a site for the Restaurant within 60 days, we have the right to terminate the Franchise Agreement. If you request and we agree to extend the 60-day period, we may require you to sign a release and/or comply with other conditions.

You are responsible for construction of the Restaurant, including the performance of all architects, engineers, contractors, and subcontractors you hire and for ensuring that sufficient insurance coverage is in place during the construction process. You are responsible for obtaining all zoning classifications and clearances that may be required by state or local laws, ordinances or regulations. You are also responsible for compliance with any restrictive covenants relating to the location of the Restaurant. You must obtain all permits, licenses, and certifications required for the lawful construction, occupancy, and operation of the Restaurant. In most cases, you will need an architect to draw and stamp a permit-ready set of plans for approval by the local municipality. You are also responsible for compliance with the Americans with Disabilities Act (“ADA”) and other applicable federal, state and local accessibility laws.

#### Time to Opening

We estimate the typical length of time between signing the Franchise Agreement and opening the Restaurant to be 60 to 270 days. Factors which may affect this time period include lease obligations, construction of the shopping center or building in which your Restaurant will operate, construction of the Restaurant’s leasehold improvements and installation of required equipment, a need for various governmental licenses and permits, and your financing process. Under the Franchise Agreement, you must begin construction within six months after you sign the Franchise Agreement and open the Restaurant to the public no later than 9 months from the date you sign the Franchise Agreement. If the Approved Location has not been determined when you sign the Franchise Agreement, these time periods run from our approval of the Approved Location. If you miss either deadline, we will have the right to terminate the Franchise Agreement.

#### Training Programs

Before opening the Restaurant, you (or, if the franchisee is a corporation, limited liability company or other entity, an owner acceptable to us) must attend our training program. As of the date of this disclosure document, we require, at minimum, one person from each Restaurant to attend, and that person must be you or an owner acceptable to us, but we also have the right to require your employees (for example, your manager) to attend. The chart below summarizes our current training program.

Before starting the training program, franchisees who are new to the Little Caesars brand must complete pre-training steps, consisting of: (1) a Discovery Day and interview with our Franchise Development personnel (6 hours); (2) real estate/architectural/equipment training (12 hours); and (3) On Site Evaluation with a zone manager in one of our Restaurants (minimum 8 hours but up to two days). You must complete these prerequisites to our satisfaction before we will allow you to attend the training program. We schedule pre-training once every other month or as needed.



### TRAINING PROGRAM

SUBJECT	Hours of Classroom Training	Hours of "On the Job" Training	Location
<b>IN-STORE TRAINING (50 hrs per week X 5 WEEKS)</b>		250	Currently offered in Detroit Metro, LA Metro and surrounding areas including San Diego & San Jose, Phoenix & Tucson depending on availability.
<i>Below are the hands-on tasks completed within those weekly hours:</i>			
Workbook & ORG Assignments			
Booster Shot			
Productivity Standards			
Inkling Station Training Certification			
Simulated Management Shifts			
Solo Management Shifts			
Franchise Services - Zone Manager Visits			
<b>BUSINESS TRAINING WEEK</b>			Conducted in Detroit at our Global Resource Center. Attendance in person by at least one owner is required.
Orientation & HR	6		
Finance Department	6		
Legal, IT, CV Tech, BL Food, BL Equipment	5		
Marketing, Pepsico & Printworks	6		
Franchise Services & National Training	4		
Additional Departmental Support (Recorded videos)	1.5		
<b>FRANCHISE DEVELOPMENT WORKSHOPS</b>			Virtually via Microsoft Teams
<i>Weekly Virtual Check-In, Virtually Via Teams</i>			
<b>Week 1 LEADERSHIP:</b> DiSC Workplace Workshop	3		
<b>Week 2 DIGITAL:</b> Reserve N Ready Strategy & Incredible Customer Experience	3		
<b>Week 3 FOOD MANAGEMENT:</b> Inventory & Ordering	3		

SUBJECT	Hours of Classroom Training	Hours of "On the Job" Training	Location
<b>Week 4 TEAM MANAGEMENT:</b> Staffing, Scheduling & Productivity	4		
ServSafe Certification	10		Self-Paced Online Course & Exam
CV & Altametrics Workshop	4		Virtual *Required for New Store Operators
Training Videos	8.5		Online *Supporting weekly curriculum
<b>TOTAL TRAINING HOURS</b>	<b>64</b>	<b>250</b>	

All trainees must complete the training program to our satisfaction. We do not require completion within a specific time after signing the Franchise Agreement or within a specific time before opening. We schedule New Franchise Training sessions approximately every 2 months. The length and timing of the program may be changed at any time. As part of the initial training, we provide food safety certification; currently, we offer the National Restaurant Association ServSafe program, for which you must pay a fee of approximately \$125.

Training is supervised by our National Director of Training and Development. All training program instructors have at least 3 years of experience with us or in the restaurant industry and have worked in either our corporate offices or our company-owned or franchised Restaurants as Restaurant managers, training managers, recruiter/trainers, area supervisors or franchise managers.

Except for the food safety certification fee, we provide the instructors, training manuals, and other materials for the training program without charge. Instructional materials may include videos, workbooks, various manuals such as the ORG, on-the-job training guides, and job aids. If you have to travel to the training location, you will be responsible for the costs of transportation, lodging, meals, and any wages for your trainees. If, at any time during the term of the Franchise Agreement, you choose to send additional employees to the training program (with our prior consent), you must pay us a fee we determine, not to exceed \$500 for each attendee.

We have the right to terminate the Franchise Agreement if, at any time during the initial training program, we conclude (in our sole judgment) that you do not appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or the Franchise Agreement.

You and any employees we designate must complete additional training programs as we may reasonably require from time to time. We do not charge any fees for required additional training, but we may charge a fee for optional training programs. You will know the amount of the fee before you decide to participate. You must pay us an annual fee of \$260 for access to digital training materials. In addition, you must pay us to replace your copy of the ORG manual if it is lost, destroyed or superseded by an updated version during or after training (see Item 6). You will be responsible for any and all other expenses incurred in connection with additional training programs, including the cost of any travel, lodging, meals, and wages. (Franchise Agreement, § 5.8.)

We have the right to require that each of your training attendees sign a training participant agreement ("**Training Participant Agreement**") before attending any training programs. Our current form of Training Participant Agreement is in Exhibit L. The Training Participant Agreement imposes a number

of obligations on your training attendees, including those relating to confidentiality, non-competition, waiver and release, and indemnification. For further information, see Items 9 and 17.

There is no formal training program for Renewing Franchisees.

Throughout the term of your franchise agreement, you (or an owner or individual you designate and we approve), at your expense, must attend all meetings, seminars and conferences we specify as mandatory, including all regional and national meetings, all meetings related to new products or product preparation procedures, new System programs, new operations procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics and annual conferences. If you or the designated owner or individual is not able to attend a mandatory meeting, you must notify us before the meeting and cause a substitute person from your operations to attend and represent you at the meeting. We have the right to charge you a missed meeting fee if you fail to attend a required meeting, seminar or conference, based on our reasonable estimate of the cost we incurred in expectation of your attendance.

### Advertising and Promotion

You must spend on advertising an amount we specify for a time period we specify. Unless agreed to by your advertising Cooperative (defined below), your required advertising expenditures will not exceed 7% of your Restaurant's Gross Sales for the applicable time period. The time period specified may be weekly, every 4 weeks, monthly, quarterly, annually, or such other time period as we may specify. We will allocate the specified amount among: (a) contributions to a fund administered by Caesar Fund, Inc., a Michigan corporation, or to a successor advertising fund (collectively, "**Caesar Fund**") that administers a nationwide advertising program and/or provide collection, administrative and other services for the advertising program, as described below in this Item; (b) contributions to an advertising cooperative ("**Cooperative**," described in more detail below); and (c) expenditures on local advertising. We can modify both the allocation and amount of your expenditures among Caesar Fund, any Cooperative to which you belong, and local advertising. We will contribute to Caesar Fund on behalf of company-owned Restaurants, but we may exclude certain Non-Traditional Restaurants that we operate.

The "**Marketing Committee**" is a 12-member committee that advises us and Caesar Fund on advertising campaigns and marketing promotions. Little Caesar selects franchisees to participate on the committee for lengths of time determined by Little Caesar. To be eligible, a franchisee must have been a franchisee in good standing throughout the six-month period before being selected by Little Caesar. "In good standing" means: (a) current on all obligations to us and our affiliates; (b) operating in accordance with all requirements of the Franchise Agreement or the System, including those relating to quality, cleanliness and service; (c) on good terms with Little Caesar, including but not limited to having a good working relationship for day-to-day operations; and (d) not in litigation or other adversarial legal proceedings with Little Caesar. Little Caesar reserves the right to remove a franchisee from any committee at any time. While serving on a committee, you must abide by any rules established by Little Caesar or the committee.

The Franchise Agreement appoints Little Caesar to make advertising decisions with respect to monies allocated to CAESAR FUND, including the power to negotiate arrangements with advertising agencies and to authorize the expenditure of funds held by CAESAR FUND to pay for third party advertising services and marketing campaigns. The contributions to CAESAR FUND are made for advertising services and marketing campaigns that benefit you, our Restaurants and the System generally; CAESAR FUND holds the funds received from you and other franchisees and serves as a conduit to pay Little Caesar and other third parties who will provide the actual services.

All Caesar Fund contributions not retained by Little Caesar for its services, and any earnings on the contributions, will be used exclusively to meet costs of maintaining, administering, directing, conducting, and developing advertising, marketing, public relations, and/or promotional programs and materials that promote the Little Caesars brand, and any other activities which we believe will benefit the System, including (among other things) the costs of: preparing and executing advertising campaigns in

various media; buying media time; utilizing social media, mobile applications, and other emerging media and promotional channels; distribution of marketing materials; preparation of direct mail advertising; consumer, product and market research; employing advertising, sales promotion, and/or public relations agencies; hiring consultants or experts; hiring counsel (law firm or in-house) to review advertising and related materials; purchasing promotional items; executing and administering in-restaurant promotions; providing promotional materials, signs, and other marketing materials and services to our franchisees; and offering performance incentives to franchisees in connection with marketing programs. We direct all advertising and promotional programs, with the right to control the creative concepts, materials, and media used in such programs, and the placement and allocation of them. We will consult with the Marketing Committee, which acts in an advisory capacity only.

We are not obligated to spend any amount (whether Caesar Fund monies or our own money) on advertising in your area or territory, or to make expenditures for franchisees which are equivalent or proportionate to the franchisee's contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from the advertising or promotion conducted by Caesar Fund.

You must make Caesar Fund payments by EFT, pre-authorized auto-draft arrangement, or such other methods as we may periodically specify. We maintain Caesar Fund contributions in an account separate from our monies and will not use them to defray our expenses, except for such reasonable costs and overhead as we may incur in activities reasonably related to the administration of Caesar Fund and direction of advertising programs, including costs of personnel (in-house or third parties) for creating and/or implementing advertising, promotional, and marketing programs, and as described in this disclosure document. Any monies collected by Caesar Fund, and any earnings on them, will not otherwise inure to our benefit. We anticipate spending all Caesar Fund contributions during the year within which the contributions are made. If, however, excess amounts remain at the end of the year, we anticipate that all expenditures in the following year will be made first out of accumulated earnings from the previous year, next out of earnings in the current year, and, finally, from current contributions. If there is a deficit at the end of the year, we will apply receipts in the following year to the deficit until it has been eliminated.

We prepare an annual financial statement of Caesar Fund using generally accepted accounting principles and will make it available to you. Caesar Fund's books and records are audited annually and we will also make the audit report available to you. You may review a copy of the financial statement and/or the audit report at our office by making a written request to us at least one week in advance.

We do not use Caesar Fund monies for activities that are primarily intended to solicit new franchisees. However, franchisees have the option to select ads that contain such solicitations, and we may use Caesar Fund monies to support our website and other activities that include information about our franchise opportunity.

We have the right to coordinate activities and/or allocate expenses between Caesar Fund and (i) any advertising cooperative established under authority of the Franchise Agreement; or (ii) any other advertising fund (e.g., regional, national, or international) that may be established with respect to Little Caesars® restaurants or any other Little Caesars® restaurant concept. Any such coordination and allocation will be performed in a fair and equitable manner. We also have the right, but not the obligation, to simultaneously perform Caesar Fund responsibilities on behalf of other Little Caesars® restaurant concepts and international franchisees, including the co-mingling of contributions and disbursements.

We retain the right to terminate Caesar Fund and/or replace it with another advertising fund at any time.

In 2023, Caesar Fund's expenses were as follows: 79.2% for media costs, 18.1% for production costs, 0.2% for administrative costs, 0.3% for loyalty program, 1.8% for research, 0.3% for professional fees, and less than 0.1% for supplies and miscellaneous expenses. Some of the disbursements were paid to us or our affiliates.

*Cooperatives.* We have the right, but not the obligation, to designate any geographical area or set of common characteristics for purposes of establishing Cooperatives and to determine whether a Cooperative is applicable to your Restaurant. Each Cooperative will be organized for the exclusive purpose of administering advertising programs and developing promotional materials for use by the members of the Cooperative. For Cooperatives organized on a geographic basis, it is our intention to define the Cooperative area in terms of a Designated Market Area or “DMA,” but we reserve the right to define it in a different manner. A Designated Market Area is a group of counties that form a geographic area, as defined by Nielsen Media Research based upon television station viewing dominance. You must become a member of, and contribute to, any Cooperative that we determine is applicable to your Restaurant. If the Cooperative is applicable to one or more Restaurants that we or an affiliate operates (other than a Non-Traditional Restaurant), we will also be a member of the Cooperative and will contribute to it on the same basis as franchisee members. If we sell you an existing company-owned Restaurant that belongs to a Cooperative, we may condition the sale on you signing an irrevocable proxy that permits us to retain the voting rights for that Restaurant in the Cooperative.

Each Cooperative will adopt a cooperative agreement or other governing documents to establish the organization and operation of the Cooperative. We have the right to approve or to prescribe the form of the Cooperative agreement or governing documents, subject to review by a local attorney and accountant for conformance with applicable law and accounting standards in the Cooperative area. Any suggested changes are still subject to our review and approval. No changes in the by-laws or other governing documents of a Cooperative may be made without our prior written consent. We reserve the right to change the form of organization, governing documents, and manner of operation of any Cooperative, and you and the other members agree to implement any such change immediately upon notice from us. We can change, merge or dissolve Cooperatives.

The members of the Cooperative will manage the Cooperative’s activities. Cooperatives must prepare periodic financial statements and make those statements available for review by members. The Cooperative’s governing documents will specify whether, and if so what, other reports are prepared and how they are circulated among the Cooperative’s members.

*Local advertising.* We have the right to determine which types of expenditures count toward the amount that you must spend for local advertising. For example, “shakerboarding” costs do not count toward your minimum advertising dollar requirement. You must show proof of local advertising expenditures in the manner and at the time we specify.

*Promotional Activities.* You must participate in and comply with the terms of any promotional activities that we prescribe for Little Caesars Restaurants generally or in specific geographic areas. You must display promotional signs and materials and otherwise participate in the manner we request. These activities may include special offers, limited time offers, coupons, free giveaways, store incentives, and other pricing promotions, and the featured price(s) may be less than your cost for the promoted item(s).

*Gift cards and loyalty cards.* You must participate in any gift card, digital coupon, or electronic gift or money card (E-card) programs, loyalty programs, frequency card programs, or other programs we specify, and must honor the terms of all such programs. We may use Caesar Fund monies to pay for gift card promotions. Subject to applicable state laws, our policy is to distribute any so-called “breakage” (i.e., unredeemed value) on gift cards and loyalty cards to Caesar Fund.

*Customer experience program.* You must participate in any program we establish to research or measure customer experience. Participation includes bearing any expense of your participation that is not funded by Caesar Fund or a Cooperative. For example, you may be required to offer incentives for customers to provide feedback by completing a survey or by other means.

*Exemptions.* We can grant any Little Caesars Restaurant an exemption for any length of time (which may be in the form of a reduction, deferral or waiver) from advertising requirements, including contributions to Caesar Fund, contributions to a Cooperative, or required local advertising expenditures.

*Non-Traditional Restaurants.* In some cases, Non-Traditional Restaurants do not make contributions to Caesar Fund or other national advertising funds or to a Cooperative and have no obligation to do any local advertising.

*Grand opening advertising.* If the franchise is for a new Restaurant, at our option, you will either pay us a fee of \$15,000, which we will use to carry out a grand opening advertising and promotion program on your behalf, or we will have you conduct the program yourself, in which case you must spend a minimum of \$15,000 for grand opening advertising and promotion. This amount is in addition to your other financial obligations for advertising. The grand opening advertising and promotion program will take place within close proximity to the Restaurant opening, on a schedule we determine. If we elect to carry out the program on your behalf, we will have complete discretion on how and when to make expenditures. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities we determine will contribute to generating business at the Restaurant. If we decide that you will carry out the program, you must submit your proposed grand opening advertising and promotion program to us for approval at least 4 weeks before the scheduled opening. Within 7 days after the opening, you must provide evidence to verify your expenditures according to the approved plan.

*Approval of advertising and promotions.* Neither you nor any Cooperative can use (or furnish to members) advertising or promotional programs or materials without our prior written approval. To obtain approval, you must submit samples of the proposed advertising and promotional plans and materials to us, unless the plans and materials were prepared by us or have been approved by us within the previous 6 months. We will attempt to provide notice of our approval or rejection of advertising materials within 30 days of receipt of the materials, although in some cases it may take longer. To ensure graphics are standard, we may require you to use an approved printing vendor for materials and an approved digital menu board vendor (which may be Blue Line) for electronic displays. We also have the right at any time to prohibit further use of materials we previously approved, effective upon receipt of written notice from us to you or the Cooperative.

We may provide guidance on the pricing of products and services sold by the Restaurant. To the extent permitted by applicable law where your Restaurant is located, we have the right to establish maximum and/or minimum prices that you must follow for products and services sold in the Restaurant. We may also provide suggested prices that you are not required to follow. In the case of suggested prices, you must bear any additional costs incurred to produce marketing and promotional materials for you that contain prices deviating from our suggested prices. We may require you to sign the Pricing Acknowledgment in Exhibit Q to this disclosure document to confirm your understanding of our rights and policies as to pricing.

You must obtain our prior written approval to use, register, maintain, or sponsor any social media channel, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Restaurant. The use of any electronic medium constitutes advertising and promotion subject to our approval under the Franchise Agreement. You cannot transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social media, VoIP, streaming media, or other electronic media without first obtaining Little Caesar's written consent as to: (a) the content of the advertisement or solicitation; and (b) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form that we prescribe. We have the right to change our policies and to prohibit using channels that we previously approved.

If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures that we issue with respect to that type of electronic medium. We prohibit making or posting any information relating to Little Caesar, the System, the Proprietary Marks, or the Restaurant without our prior written approval. In addition, you must include any disclaimers, warnings, and other statements that we may prescribe, including a clear statement that the

use of the electronic medium is for a local Restaurant that you operate and that is not operated, sponsored or endorsed by Little Caesar. We may require that you include hyperlinks to Little Caesar's website(s) or other websites. We prohibit any posting or other contribution that (a) is derogatory, disparaging, or critical of Little Caesar, (b) is offensive, inflammatory, or indecent, or (c) harms the goodwill and public image of the System and/or the Proprietary Marks.

With respect to websites, our current policy is that you may not establish an independent website for your Restaurant without our prior written consent. We intend to maintain a website for our franchise system, and we may allow you to maintain a separate portion of that site for your Restaurant under guidelines we specify. At present, you cannot have any website other than the webpage(s), if any, made available on Little Caesar's website(s). If we approve a separate website for you in the future, our approval will be conditioned on your compliance with the requirements for electronic media described in the previous paragraph. We will require you to submit a sample of the proposed website domain name, format, visible content (including screen shots), and non-visible content (including meta-tags).

We own the copyright to all advertising and promotional materials that contain any of the Proprietary Marks or that otherwise relate to your Restaurant, regardless of who created the materials. We own all internet domain names, URLs, user names, and internet page names that include any of the Proprietary Marks. You must (and must cause your employees and agents to) sign all documents we require to confirm this ownership.

You must display and maintain franchisee recruiting materials in the manner we specify. We will be responsible for providing those materials at our cost.

#### Technology Requirements

We have the right to specify or require that you use certain vendors, brands, types, makes, and/or models of commercial grade communications equipment, routers, computer systems, Internet-connected devices, and other hardware, including: (a) back office and point of sale (POS) systems; (b) audio/visual equipment (including digital or other menu boards); (c) electronic payment devices, printers and other peripheral hardware; (d) food preparation and holding equipment; (e) mobile devices; (f) archival back-up systems; (g) network connectivity devices; (h) back-up Wi-Fi devices; (i) a firewall (required for connecting your system to our system); and (j) other physical and electronic security systems (collectively, the "**Required Technology**"). We also have the right, but no obligation, to develop or have developed, or to designate: (a) software applications that you must use in connection with the Required Technology ("**Required Software**"); (b) updates, supplements, modifications, or enhancements to the Required Software; (c) the tangible and digital media upon which you record data; and (d) the database file structures to be used. You must subscribe to or install the Required Software at your own expense, within the time we require, and (if applicable) under the terms we have arranged with providers of the Required Software. You must sign any standard license agreement or user agreement that may be required to use a system that we specify. We have the right to establish new and revised standards and specifications for the Required Technology and Required Software, and you must comply with any changes when we announce them. These changes may require you to "sunset" a piece of equipment and upgrade to other equipment.

You must comply with our requirements to connect to our franchisee-only private network (the "**FPN**") and use the FPN as we direct in connection with the operation of the Restaurant, including for reporting Gross Sales, reviewing policies, announcements and updates, ordering products and equipment, completing training modules, and accessing other applications that we specify or make available. We may discontinue the FPN at any time, change its technology platform, change the content and functionality, and/or establish and change standard user terms in our discretion.

As noted in Items 6 and 8, we own and continue to develop an integrated point-of-sale, kitchen dashboard, digital menu board, mobile and web system, currently known as the Caesar Vision system. All franchised Restaurants must install the Caesar Vision system. The Caesar Vision system collects information about customer transactions and communicates with other areas of the Restaurant to

streamline business operations. We have instituted a required migration to a cloud-based version of the Caesar Vision system. Franchisees must pay \$500 to a third-party vendor to install the Cloud version.

As noted in Item 8, the Caesar Vision system is available only through Blue Line, though we work with multiple third-party vendors to assemble the hardware and software components and install the system. The cost of the system ranges from \$30,000 to \$60,000 per Restaurant, depending on the configuration and number of terminals for the Restaurant. To install the Caesar Vision system, you must accept the Caesar Vision User Terms for Franchisees, the current version of which is in [Exhibit M](#) to this disclosure document. You must also accept user terms from third-party vendors whose technology is used in the Caesar Vision system.

We post the user requirements for the Caesar Vision system at the Gateway, a website interface that we have established for system users. Basic user requirements include a high-speed internet or satellite connection and a firewall that we designate. We will notify users via the website interface of any updates to the user requirements; you are responsible for checking periodically for any updates.

You will pay Blue Line an annual support fee for the Caesar Vision system. As of the date of this disclosure document, the annual support fee is \$2,990 per Restaurant, paid in installments of \$230 in each of our 13 accounting periods. We typically adjust the support fee every year. If you request onsite support to train your staff or troubleshoot problems with the Caesar Vision system, you must pay a fee (currently \$1,500 per day for each technician we send), plus travel expenses.

You must keep the Required Technology in good maintenance and repair, purchase a support contract, and install or subscribe to any additions, changes, modifications, substitutions, and/or replacements to the Required Technology or Required Software as we may specify. There is no contractual limitation on the frequency and cost of these obligations.

We have the right to specify the information that you must collect and maintain by means of the Required Technology. We also have the right at any time to independently retrieve and/or remove and use data from the Required Technology and Required Software. There are no contractual limitations on our right to access the information and data.

As between you and Little Caesar, we own exclusively all right, title and interest in all data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system, and we will have the right to use the data in any manner that we deem appropriate without compensating you. In addition, all other data that you create or collect in connection with the System, or in connection with operation of the Restaurant (including consumer and transaction data), is and will be owned exclusively by Little Caesar during the term of, and following termination or expiration of, the Franchise Agreement. You must provide copies and/or originals of such data to us upon request. We may license use of such data back to you solely for the term of the Franchise Agreement and solely for your use in connection with the establishment and operation of the Restaurant. You are responsible for safeguarding any and all data licensed back to you. If your Restaurant leaves the franchise system, you must certify to us that all Caesar Vision code and customer data has been removed from your computer system and devices.

You must abide by all privacy and data protection laws pertaining to the collection, use, processing, integrity, security, transfer of, consumer access to, correction of, and deletion of personally identifiable information. You must ensure that any personally identifiable information is collected only with express or implied consent of the data subject and that all data to be shared with or transferred to Little Caesar has been collected in compliance with a privacy policy that allows such sharing or transfer. If we provide you with any personal information or data of consumers, you must abide by the restrictions and obligations with respect to such personal information to which we contractually bind you, including as set forth in the Franchise Agreement.

You must maintain industry-standard security measures and devices to protect data from unauthorized access or disclosure, whether you store the data at the Restaurant or off-site. We have the



right to audit your processes, devices and facilities to verify that you have taken appropriate measures to secure data. If we determine that the data you hold is not secure, we can shut off the connectivity of the Caesar Vision system until your processes and facilities are compliant with data security requirements. If you know of or suspect a security breach, you must notify us within 48 hours and comply with applicable laws and any instructions from us regarding investigation of and response to the breach. You must indemnify us for any losses or expenses we incur as a result of your security breach.

We specifically require that you implement the most recent security requirements that the PCI Security Standards Council, LLC ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) or its successor requires of a merchant that accepts payment by credit and/or debit cards or other mobile payment methods (the Payment Card Industry Data Security Standards or "PCI-DSS"). The PCI-DSS may require you to purchase a firewall or other new hardware and to have an independent third party conduct a PCI-DSS audit as and when required by the standards. You must use our approved vendors for PCI-DSS audits.

The PCI Security Standards Council, LLC or its successor may revise the PCI-DSS standards at any time; we do not have control over the timing or substance of any changes. Compliance with PCI-DSS is a minimum requirement of your franchise and does not guarantee that no security breach will occur.

As noted in Item 8, we may choose to offer, and if offered you must purchase from us, an affiliate, or a designated vendor, a package of services for internet access, data security and PCI-DSS compliance.

#### Manuals

Exhibit E to this disclosure document is the table of contents of the Operational Resource Guide. The total number of pages in the ORG is 382.

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

The Franchise Agreement grants you the right to operate the Restaurant only at the Approved Location. If, at the time of the signing the Agreement, we have not approved a location for the Restaurant, you must lease or otherwise acquire a location subject to our approval (please see Item 11). The address of the location that we approve is the Approved Location.

You may not relocate from the Approved Location without our prior written approval. In order to be considered for relocation, the new location must be within a one-mile radius of the original location and must meet any refurbishing requirements that you would have had to meet at the original location. We may require, prior to the relocation, that you complete any refurbishing requirements at the original location that would be movable to the new location. The Restaurant must re-open at the new location within six (6) months after closing at the original location. We have no obligation to approve your relocation request. Our approval will be based upon a variety of factors, including the viability of the then-current location, demographics relating to the proposed new location, the proximity of other Restaurants to the proposed new location, and compliance with other obligations under the Franchise Agreement. You must pay us a relocation fee of \$2,500 at the time you submit your relocation request package. This relocation fee is refundable only if we do not approve your relocation request.

The Franchise Agreement typically defines a territory within which we will not establish or operate, or franchise any entity to establish or operate, a business using the Proprietary Marks and System (the "**Protected Territory**"). We usually define the Protected Territory as the territory within a one-mile radius of your Approved Location. Under certain circumstances, however (e.g., if your Restaurant will be located in a highly populated urban area), we may reduce the radius of the Protected Territory to a distance of ½ mile or less, or not grant you a Protected Territory at all. If the Approved

Location is within any of the five boroughs of the City of New York, New York, we will not provide a Protected Territory.

If your Protected Territory will differ from the usual one-mile radius, you must sign an addendum to the Franchise Agreement to document the change (unless the Approved Location is in the City of New York, in which case an addendum is not necessary because the exception is included in the Franchise Agreement itself). Exhibit A to this disclosure document includes copies of our current Franchise Agreement Addenda for: (a) a reduced Protected Territory radius; and (b) no Protected Territory. The protected territories of other Little Caesars® franchisees may overlap with your Protected Territory, as long as their Restaurants are physically located outside of your Protected Territory.

Your Protected Territory is not exclusive, because we retain rights to Non-Traditional Restaurants as described below. Because your Protected Territory is not exclusive, we are required to include the following statement: “You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.”

We and our affiliates (e.g., other companies controlling, controlled by, or under common control with us) retain the right to own, acquire, establish and/or operate, and franchise or otherwise license others to establish and operate Non-Traditional Restaurants inside your Protected Territory. Please see Item 1 for the definition of “Non-Traditional Restaurants.”

Your Protected Territory does not give you any exclusivity with respect to customers located in the Protected Territory or elsewhere. Subject to the System standards we establish from time to time, all Restaurants (regardless of ownership) may solicit and sell products to customers without regard to the customers’ geographic location. We have the right to prescribe all matters relating to delivery of products to customers (“**Delivery**”), including the boundaries of your delivery area (which may or may not be the same area as the Protected Territory), the parties permitted to deliver the products, and the manner and form of distribution of any marketing, promotional or delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then-current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

You receive no right to use the Proprietary Marks or System in any other channels of distribution, including the Internet, other electronic media, catalog sales, telemarketing or other direct marketing, without our prior written consent.

We and our affiliates also retain the right, among others, on any terms and conditions we deem advisable, and without granting you any rights or paying you any consideration:

- to own, acquire, establish and/or operate, and franchise or otherwise license others to establish and operate, businesses using the Proprietary Marks and System outside of your Protected Territory;
- to own, acquire, and/or operate, and franchise or otherwise license others to establish and operate, other restaurant concepts, as well as businesses under proprietary marks other than the Proprietary Marks, or systems other than the System, whether the businesses are similar to or different from your Restaurant, at any location within or outside the Protected Territory; and
- to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services under the Proprietary Marks or any other marks, at or from any location within the Protected Territory (except from a Little Caesars® restaurant) or any location outside the Protected Territory. This may include activities inside the

Protected Territory using other channels of distribution, including the Internet, grocery stores, other retail outlets, catalog sales, telemarketing or other direct marketing methods.

Your rights within your Protected Territory are not contingent on achievement of certain sales volume, market penetration or any other contingency. There are no circumstances under which we have the right to unilaterally alter the Protected Territory before the expiration or termination of the Franchise Agreement.

#### Territory Reservation Agreement

As described in Item 1, under the Territory Reservation Agreement, we hold open a territory (the “**Reserved Territory**”) within which you will be eligible to develop Little Caesars® Restaurants. The Reserved Territory will be outlined in a map attached to Exhibit A to the Territory Reservation Agreement, and will typically be described by boundary streets or highways, city limit or county line or state boundaries, by an area encompassed within a radius of a specific distance (or range of distances) or of a distance sufficient to encompass a specified population (or range of populations), or by any other method of delineation that we determine is appropriate under the circumstances. The Territory Reservation Agreement will include deadlines by which you agree to open Restaurants in order to keep the Reserved Territory (the “**Development Schedule**”). You are not required to develop any Restaurants or to do so according to the Development Schedule, but if you miss a deadline in the Development Schedule, the Territory Reservation Agreement will be subject to termination. We will communicate with you regarding the Reserved Territory and the Development Schedule before you sign the Territory Reservation Agreement.

You will be responsible for locating and securing a site for each Restaurant that you develop under the Territory Reservation Agreement (see Item 11). We will provide our site selection guidelines and such on-site evaluations as we deem advisable. We will evaluate the proposed site and the Protected Territory for each new Restaurant using our then-current standards. Before we issue you a Franchise Agreement for a Restaurant under the Territory Reservation Agreement, you must meet our then-current financial and operational requirements. Our requirements as of the issuance date of this disclosure document are listed in an exhibit to the Territory Reservation Agreement in Exhibit B.

For each proposed Restaurant, if we determine that you and your owners have met all of the pre-conditions described above, we will issue our then-current form of Franchise Agreement and related documents to you for the additional Restaurant.

As long as you satisfy the Development Schedule, we will not operate or grant a franchise to any other person or entity to operate a Little Caesars® Restaurant within the Reserved Territory, subject to the exceptions for Non-Traditional Restaurants and other specific circumstances described above in this Item under “Franchise Agreement.” In addition, the protection under the Territory Reservation Agreement does not apply to any Little Caesars® Restaurant concepts existing in the Reserved Territory at the time you sign the Territory Reservation Agreement, or for which a Franchise Agreement or Territory Reservation Agreement already has been signed, or as to which a company-owned or franchised Restaurant is already in development (that is, construction has commenced). Because we retain rights to Non-Traditional Restaurants, your Reserved Territory is not exclusive, and we are therefore required to include the following statement: “You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.”

Your rights within the Reserved Territory are contingent on satisfying the Development Schedule. If you miss a deadline in the Development Schedule or if you are in default under the Territory Reservation Agreement, we will have the right to terminate the Territory Reservation Agreement or to modify or reduce the Reserved Territory or add exceptions to the protection granted for the Reserved Territory.

## Food Trucks

If you have a franchise for a Food Truck, you may operate the Food Truck only within a Designated Market Area or DMA that we specify (the “Area of Operation”). DMAs are defined by The Nielsen Company, a data and market measurement firm. Even within the Area of Operation, you are prohibited from operating the Food Truck within one mile of a LITTLE CAESARS® Restaurant. In addition, we may prohibit operation of the Food Truck at any sporting event, fair, festival, concert, or other event based on (a) the potential impact on LITTLE CAESARS® Restaurants in the area, or (b) our belief that the venue or type of event is not consistent with our brand image. You will not receive an exclusive territory for the Food Truck. The Area of Operation is not an exclusive or protected territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, if a third party requests the right to operate an additional Food Truck in the Area of Operation, you will have a right of first refusal on operating the new Food Truck.

Except as described in this disclosure document, we have not established, and, as of the issuance date of this disclosure document, do not intend to establish, other franchised or company-owned Restaurants that provide similar products or services under different proprietary marks, but we reserve the right to do so in the future.

The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises. The Food Truck Addendum provides a right of first refusal as to other Food Trucks, as noted above. The Territory Reservation Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises outside of the Reserved Territory.


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

The principal trademarks that we license you to use are the “Little Caesars” name and the logo shown on the cover of this disclosure document. The term “principal trademarks” means the primary trademarks, service marks, names, logos, and commercial symbols that you will use to identify the franchised business, and does not include every trademark we own. The term “Proprietary Marks” is a broader term encompassing all of the marks we designate for the operation of Little Caesars® restaurants.

The Proprietary Marks are owned by our affiliate, LC Trademarks, Inc. (“**LC Trademarks**”), and have been licensed for use by us under a License Agreement between us and LC Trademarks. The term of the License Agreement continues until March 29, 2025. The License Agreement provides that LC Trademarks can terminate on 30 days’ notice if we fail to cure a material breach within 3 months after written notice of the breach. However, because LC Trademarks is our wholly-owned subsidiary, we effectively control the duration of the License Agreement, any potential termination, and the effect on franchisees.

All of the following Proprietary Marks have been registered on the Principal Register of the United States Patent and Trademark Office (“**USPTO**”):

<b>Principal Trademarks</b>	<b>U.S. Reg. No.</b>	<b>Reg. Date</b>
LITTLE CAESARS	842596 * 2036763 *	January 16, 1968 February 11, 1997
HOT-N-READY	3030991*	December 20, 2005
CRAZY BREAD	2943566 *	April 26, 2005
CRAZY SAUCE	1414393 *	October 21, 1986

Principal Trademarks	U.S. Reg. No.	Reg. Date
PIZZA!PIZZA!	1399730 * 1439558 *	July 1, 1986 May 12, 1987
CHEESER!CHEESER!	1973718 *	May 14, 1996
TWO GREAT PIZZAS! ONE LOW PRICE	1575686 *	January 2, 1990
FAMILY FAVORITES	2975508 *	July 26, 2005
LITTLE CAESARS SPECIALTY PLEASERS	2028599 *	January 7, 1997
LITTLE CAESARS (paper goods)	2387989*	September 19, 2000
THANKYOU!THANKYOU!	2348053*	May 9, 2000
CRAZY COMBO MEAL	2186306 *	September 1, 1998
CAESAR WINGS	2453194*	May 22, 2001
CRAZY!CRAZY! COMBO	2941513*	April 19, 2005
3 MEAT TREAT	3235677*	May 1, 2007
CRAZY DEAL	3235669*	May 1, 2007
CAESAR DIPS	3235650*	May 1, 2007
EXTRAMOSTBESTEST	5434760	March 27, 2018
	5798159	July 9, 2019
WORLD'S EASIEST WAY TO PIZZA JUST GOT EASIER!	5763601	May 28, 2019
RESERVE-N-READY	5807452	July 16, 2019
PIZZA PORTAL	5638943	December 25, 2018
GO CRAZY!	5576945	October 2, 2018
FAMILY. FUN. PIZZA.	6072923	June 9, 2020
5 MEAT FEAST	6031985	April 14, 2020
CRAZY CALZONY	6693659	April 5, 2022
STUFFED CRAZY BREAD	6663489	March 8, 2022

All required affidavits have been filed for the marks listed above. The registrations marked with an asterisk have been renewed.

LC Trademarks has licensed Advance Pierre Foods, Inc. (formerly Pierre Foods, Inc.) to use the HOT 'N' READY mark on an exclusive basis for prepared sandwiches in food service, school, vending, convenience store, warehouse club or retail grocery store markets, but excluding restaurants of any type, including both dine-in and carry-out restaurants. Additional prepared food products (except for pizza of any type, stromboli, pepperoni sticks, and cheese bread) may be added in the future to the license granted to Advance Pierre Foods, Inc.

From time to time, we file infringement lawsuits against former franchisees to enforce their obligation to stop using the Proprietary Marks when the franchise relationship ends. Please see Item 3 for information on any such lawsuits we filed against former franchisees in our last fiscal year.

Except for the actions described above, as of the issuance date of this disclosure document, there are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, any state trademark administrator, or any court, nor to our knowledge any pending infringement, opposition or cancellation proceedings, nor other pending material litigation, involving the Proprietary Marks listed in this Item 13.

We are party to an agreement with Caesars World, Inc. under which Caesars World has the right to use, and register throughout the world, marks which include the word "Caesars" (but do not include the words "Little Caesars") associated with a variety of specified goods and services, including hotel, casino, entertainment and restaurant services, and foods; and we have the right to use and register throughout the world the marks "Little Caesars," "Caesars Dips," "Caesars sandwiches," and other marks that include the words "Little Caesars," for use in connection with restaurants, beverage and food services, and foods. This agreement is for an indefinite term and can be modified only by mutual agreement in writing. We are also a party to an agreement with Cadbury Beverages, Inc., under which we have agreed not to use or register the mark "Little Caesars" for beverages. This agreement is for an indefinite term and can be modified only by mutual agreement in writing. Except for these agreements, the license to Advance Pierre Foods, and our license agreement with LC Trademarks, to our knowledge, as of the issuance date of this disclosure document, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under it. If we change the Proprietary Marks, you will have to modify your signs and advertising materials to conform to our new Proprietary Marks at your own expense.

You are prohibited from using the Proprietary Marks or any derivative of them as part of your corporate or other legal name, or as part of an Internet domain name or URL, including "Caesar" or "Caesars" or any other name that is likely, in our judgment, to cause third parties to be confused or mistaken with respect to the separate identities of us and our franchisees.

You must promptly notify us of any suspected unauthorized use of, or any challenge to, the validity or use of the Proprietary Marks. We have the sole right to determine whether any action should be taken, and, if any action is taken, we have the right to direct and control the prosecution, defense or settlement of any administrative proceeding or litigation or other adjudicative proceeding involving the Proprietary Marks. You have no independent right to make any demand against any user or challenger of the Proprietary Marks, or to prosecute any claim of any kind or nature relating to the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you will bear the cost of defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do such acts as may, in our sole opinion, be necessary to carry out the defense or prosecution, including becoming a party to any legal action. Except to the extent that the litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket litigation costs in cooperating with us with respect to the litigation.

Trademark rights to all advertising and promotion in any medium that contain any of the Proprietary Marks or that otherwise relate to your Restaurant will belong solely to us regardless of the party that created the advertising or promotion. You must (and must cause your employees and agents to) sign all documents we require to confirm this ownership.

As of the issuance date of this disclosure document, we do not know of any infringing uses that could materially affect your use of the Proprietary Marks in your state or elsewhere.

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

*Patents.* We own patents and have applied for other patents that may or may not turn out to be material to the operation of the franchise. To protect our interest in our inventions and to avoid premature disclosure of our interest in these inventions to third parties, we exclude from this Item patent applications that have not become publicly available as part of the patent application process.

As of the date of this disclosure document, we own the following U.S. Patents that are material to the operation of the franchise:

<u>Title</u>	<u>U.S. Patent Number</u>	<u>Issuance Date</u>
Cheese Distributor	D691,852	October 22, 2013
Combination Breadsticks and Pizza Product	8,623,437	January 7, 2014
Digital Menu Board System with Cash Register and Kitchen Interface	9,064,227	June 23, 2015
Measurement Tools	D763,709	August 16, 2016
Automated Pizza Assembly System	9,914,223	March 13, 2018
Automated Pizza Assembly System	9,974,314	May 22, 2018
Automated Pizza Assembly System	10,792,818	October 6, 2020
System and Method for Managing the Delivery of a Food Product	10,546,267	January 28, 2020
System and Method for Managing the Delivery of a Food Product	10,803,416	October 13, 2020
System and Method for Managing the Delivery of a Food Product	10,977,600	April 13, 2021
Dynamic Vending System and Method	11,087,419	August 10, 2021
Digital Menu Board System with Cash Register and Kitchen Interface	11,232,527	January 25, 2022

<u>Title</u>	<u>U.S. Patent Number</u>	<u>Issuance Date</u>
System and Method for Dispensing a Food Product	11,282,328	March 22, 2022
System and Method for Managing the Delivery of a Food Product	11,429,920	August 30, 2022

As of the date of this disclosure document, we have the following pending U.S. applications for a utility patent for which information has become publicly available:

<u>Title</u>	<u>U.S. Serial Number</u>	<u>Filing Date</u>
Dynamic Vending System and Method	16/644,884	March 5, 2020
Purchasing Decisions Based on Social Collaboration	16/639,290	February 14, 2020
Automated Pizza Assembly System	17/031,838	September 24, 2020
System for Dispensing Ingredients	17/410,914	August 24, 2021
Digital Menu Board System with Cash Register and Kitchen Interface	17/564,010	December 28, 2021
System and Method for Dispensing a Food Product	17/682,857	February 28, 2022
Automated Pizza Assembly System	17/806,370	June 10, 2022
System and Method for Managing the Delivery of a Food Product	17/818,866	August 10, 2022

Two of the issued patents (U.S. Patent Nos. 9,064,227 and 11,232,527) and one of the pending patent applications (U.S. Serial No. 17/564,010) are for the software used in the Caesar Vision system described in other sections of this disclosure document. We own the intellectual property rights in the system. To use the system, you must accept the Caesar Vision User Terms for Franchisees, the current version of which is in Exhibit M. However, the “Caesar Vision” name is not licensed to you for use with your customers or the public.

Four of the issued patents (U.S. Patent Nos. D691,852, 9,914,223, 9,974,314, and 10,792,818) and two of the pending patent applications (U.S. Serial No. 17/031,838 and U.S. Serial No. 17/806,370) relate to the M.I.K.E. system described in other sections of this disclosure document. We own all right, title and interest in certain proprietary software embedded or contained in the M.I.K.E. system, and we may seek to register our copyright in that software. We also own all right, title and interest in the guides and manuals created to assist with installation, user training, use and maintenance of the M.I.K.E. system. If you install the M.I.K.E. system, you will have to sign a license agreement. If your Franchise Agreement for a Restaurant expires or terminates, your right to use the M.I.K.E. system at that Restaurant will also terminate.



Four of the issued patents (U.S. Patent Nos. 10,546,267, 10,803,416, 10,977,600, and 11,429,920) and one of the pending patent applications (U.S. Serial No. 17/818,866) relate to the Pizza Portal® equipment.

Two of the issued patents (U.S. Patent Nos. 11,087,419 and 11,282,328) and three of the pending patent applications (U.S. Serial Nos. 16/644,884, 16/639,290 and 17/818,866) relate to mobile ordering, delivery, and/or inventory management.

To our knowledge, as of the issuance date of this disclosure document, there are no currently effective, final material determinations of the USPTO or any court, and no pending material litigation, involving any of the references listed above. Also, to our knowledge, as of the issuance date of this disclosure document, there are no agreements currently in effect that significantly limit our rights to use or license others to use the inventions and the underlying products and processes that are disclosed in the references listed above. Issues involving infringements and substitution will be treated in the same manner as for trademarks, as described in Item 13.

As of the issuance date of this disclosure document, we are not aware of any infringing act that could materially affect your use of the inventions and the underlying products and processes that are disclosed in the references listed above.

*Copyrights.* We have registered the following copyrights with the United States Copyright Office:

<b>Copyright</b>	<b>Registration Number</b>	<b>Registration Date</b>
PIZZA! PIZZA!	VA 86464	November 9, 1981
PIZZA! PIZZA!	VA 283919	September 2, 1987
Family Choice (Cartoon)	VA 312-737	July 15, 1988
Baby Caesar (Cartoon)	VA 359-201	July 29, 1988
Little Caesars (Cartoon)	VA 322,848 VA 407,748 VA 810-440 VA 796-057 VA 803-068 VAu 382-684 VA 803-069	September 15, 1988 May 18, 1990 August 29, 1996 July 12, 1996 October 16, 1996 October 16, 1996 October 16, 1996
Littlecaesars.com (Website)	TX 0004830601	August 5, 1988
Little Caesars Crazy Bread with Dipping Sauce (Artwork)	VA 0001919852	August 20, 2014

These copyrighted works are identified with our Restaurants.

All copyright registrations are effective for 95 years from the date of first publication or 120 years from creation, whichever is shorter, and cannot be renewed. To our knowledge, as of the issuance date of this disclosure document, there are no effective material determinations by the United States Copyright Office or any court, and no pending material litigation, involving these copyrights. Also, to our knowledge, as of the issuance date of this disclosure document, there are no agreements in effect that significantly limit our rights to use or license others to use our copyrights in any manner material to the franchise.

As of the issuance date of this disclosure document, we are not aware of any infringing uses of the registered copyrights that could materially affect your use of the registered copyrights.

We may also claim copyright protection in other works for which we have not registered the copyright. These other works may include, among other things, the M.I.K.E. System Software and Documentation, Caesar Vision system software code, the ORG, and marketing materials created by us and Caesar Fund. Copyright to all materials, including advertisements and promotions in any medium that

contain any of the Proprietary Marks or that otherwise relate to your Restaurant, will belong solely to us regardless of who created the materials. You must (and must cause your employees, contractors and agents to) sign all documents that we require to assign or otherwise confirm our ownership.

*Proprietary Information.* The formulas for the spice blend, dough mix, deep dish dough mix, oil blend, yeast packets, veggie seasonings, and other proprietary items used and served in Little Caesars® restaurants are trade secrets. We will not disclose these formulas to you.

We also claim proprietary rights in our materials, including the ORG and any other materials containing our standards, methods, policies, and procedures, as periodically revised by us. You must treat the ORG, our other materials, and the information contained in them as confidential. You must not at any time copy, image, duplicate, record, or otherwise reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The ORG remains solely our property and you must keep it in a secure place and permit access only by individuals who have a legitimate need for access in connection with your Restaurant.

Both during or after the term of the Franchise Agreement, you are prohibited from divulging or using for the benefit of any other person any confidential information, knowledge or know-how that we or our affiliates communicate to you, or of which you may be apprised by virtue of your operation under the Franchise Agreement. If you cease to be a Little Caesars franchisee, you must immediately return the ORG and all other confidential materials to us. Our confidential information does or may include: information concerning the marketing, management, or operations plans of a Restaurant; recipes, products, ingredients or product development; specifications, training manuals, policy manuals, operations manuals, sales promotion aids, business forms, operational procedures, accounting procedures, proprietary equipment and technology; proprietary designs; password-protected Internet or extranet information, marketing reports, advertising programs and materials, supplier information, purchasing or distribution procedures, inventory systems, demographic information, site selection criteria, accounting or sales information; past, present and future projects and proposals; customer, prospective customer and vendor information and relationships, marketing techniques, research processes, and financial and economic information; and other matters concerning us and/or our affiliated and related entities. Any and all other information, knowledge, know-how, and techniques that we designate as confidential will also be deemed confidential for purposes of the Franchise Agreement.

You are not allowed to: (i) modify, translate, decompile, disassemble, or create derivative works based on our confidential information; (ii) reverse engineer any products embodying our confidential information; (iii) attempt to sell, sublicense, rent, lease, grant a security interest in, or otherwise purport to transfer rights to any of our confidential information; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, or symbols on our confidential information.

All of the data that you collect from customers and vendors is deemed to be owned by us. See “Technology Requirements” in Item 11 for further details.

You are responsible for ensuring that all of your personnel, including but not limited to owners, officers, and crew members, and your vendors, service providers, professional advisors, and other persons associated with you, keep confidential all information they receive about us or the Restaurant. Any unauthorized use or disclosure of our confidential information by such persons will constitute a default under the Franchise Agreement. You may divulge our confidential information only to those employees who must have access to it in order to perform their employment responsibilities. You must require any employees having access to any of our confidential information to sign agreements that they will maintain the confidentiality of information they receive during their association with you. We have the right to approve the form of the agreements, which must identify us as a third-party beneficiary with the independent right to enforce them.

*System developments.* If you or any of your owners, guarantors, employees, contractors, agents, suppliers, or anyone else involved with and/or working in the Restaurant, develops any new concept, advertising idea, promotional concept, product, process, improvement, slogan or technology (including

hardware, software, texting system, accounting system, POS, mobile, inventory tracking system, or electronic menu board) for use in the operation or promotion of your Restaurant, you must promptly notify us and provide us with all necessary related information, without compensation. Any such new development is our property, and at our request you must sign and cause all other persons involved to sign all documents we deem necessary to evidence the assignment of the new development to us. We may use this information and disclose and/or license the information for use by others. You must not introduce any new concept (including any advertising concept or idea, whether developed by you or a third party), product, process, improvement, slogan, or technology or any additions or modifications of or to the System into your Restaurant without our prior written consent.

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

We require that the franchisee (or, if the franchisee is a business entity, an owner) or an individual approved by us devote his or her full time and best efforts to on-site management and operation of the Restaurant. If you are granted franchises for more than one Restaurant, you must continue to personally supervise the operation of all your Restaurants. If your Restaurants are located in different market areas or if you elect not to reside in the same geographic area as your Restaurants, we must approve your on-site operator(s), and we may require that they have a minimum equity interest in the entity that operates and/or owns the Restaurants they supervise. Our approval of your operators will be conditioned on their successful completion of our pre-opening training program and their signing of a written agreement to maintain the confidentiality of our System and to comply with the covenants not to compete described in Item 17.

Any individual or entity that owns any direct or indirect interest in your entity must sign the Guarantee included as Exhibit A to the Franchise Agreement. In addition, we require any individual who is or becomes the spouse of any natural person who signs the Guarantee to also sign the Guarantee, jointly and severally with the spouse. You must notify us in writing of a new spouse and provide the new spouse's signed Guarantee within 45 days after marriage.

If you or any owner holds or later acquires any interest in any other Little Caesars® restaurant, you and your owners must also unconditionally guarantee full performance and discharge of all of the franchisee's obligations under the franchise agreement for the other Little Caesars® restaurant, including the payment of all royalty fees, advertising fees, and other obligations.

You must obtain a signed confidentiality and non-compete agreement from (1) all officers, directors, and store supervisors; and (2) all persons and entities from which we may require a Guarantee. We have the right to approve the form of the agreements.

You and your owners and guarantors authorize us to obtain a credit report at any time during the term of the Franchise Agreement and for a reasonable period thereafter in case of termination based on abandonment of the Restaurant or your uncured default.

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

To ensure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with the methods, standards and specifications that we prescribe in the ORG or otherwise in writing. You must refrain from (a) deviating from our standards, specifications, and procedures without our prior written consent, and (b) otherwise operating the Restaurant in any manner that reflects adversely on the Proprietary Marks or the System.

You must maintain in sufficient supply, and use at all times, only products, equipment, materials, signs, menu items, ingredients, supplies, and paper goods that conform to our standards and specifications (see Item 8); and you must refrain from using nonconforming items. You must sell or offer for sale only such products and services as meet our standards of quality, as we have expressly approved, and as have been prepared, packaged and/or conducted in accordance with the methods and techniques we prescribe. You must sell or offer for sale all products and services we require in the ORG or otherwise in writing as being part of the System. You must not deviate from our methods, standards, and specifications regarding ingredients, recipes, methods of preparation and service, and weight and quality of products served. You must discontinue selling and offering for sale any products or services that we may disapprove in writing at any time. We have the right to change the types of products and services that you will offer and sell, and there are no limits on our right to make changes.

You may not engage in Delivery and/or off-premises sales of products or services to customers except as expressly permitted by the ORG or as we otherwise expressly authorize in writing. If we allow Delivery, we have the right to prescribe rules as we deem appropriate, including the boundaries of your delivery area (which may not be the same area as the Protected Territory) and the manner and form of distribution of marketing, promotional or Delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then-current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

You must honor all credit, charge, courtesy, or cash cards or other credit devices and mobile payment systems that we require or approve. You must comply with all Little Caesar policies regarding acceptance of payment by credit and/or debit cards and mobile payment systems, including, for example, minimum purchase requirements and/or surcharges for use of a card. Payment systems may require you to obtain new hardware, software, equipment and training at your own expense.

*[Remainder of page intentionally left blank.]*

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

**THE FRANCHISE RELATIONSHIP**  
**(Franchise Agreement)**

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

Provision	Section in Franchise Agreement or Other Agreement	Summary
a. Length of the franchise term	§ 2; §§ 1-10 of Training Participant Agreement (“TPA”); §1 of Transfer Addendum; §4 of Food Truck Addendum; §2 of TOA	<p>Generally 10 years. All expiration dates are computed from the date that the Restaurant opens for business.</p> <p>Term of each TPA continues until all obligations contained in that document are satisfied by your training attendee.</p> <p>Franchise term for a Food Truck is 5 years.</p> <p>Franchise term for temporary operation under a TOA is specific to each situation and set out in the appendix to the TOA.</p> <p>If you are acquiring an existing franchise, you must sign a Transfer Addendum (Exhibit O or P) confirming that you receive the remainder of the transferor’s term rather than a full new term of 10 years.</p>
b. Renewal or extension of the term	§ 2; §2 of Transfer Addendum; §5 of Food Truck Addendum	<p>Generally 1 renewal term of 10 years from the end of the initial term (5 years for a Food Truck and no renewal for a TOA). No later than 12 months before the initial term expires, you must notify us in writing either that: (a) you wish to renew and intend to satisfy the renewal conditions; or (b) you do not wish to renew and will close the Restaurant when the initial term expires. Failure to deliver the written notice will be deemed an election by you not to renew.</p> <p>All renewals are subject to contractual requirements. Renewing Franchisees have no further renewal rights. If you are acquiring an existing franchise that does not have further renewal rights, you must sign a Transfer Addendum (Exhibit P) confirming that you do not have renewal rights.</p>
c. Requirements for you to renew or extend	§ 2	<p>If you elect to renew as described in b. above, conditions that we can impose include: satisfaction of all monetary obligations to us and affiliates; not in default; past substantial compliance with Franchise Agreement, operating standards, and financial and marketing requirements; on good terms with us, including having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with us; right to remain at</p>

Provision	Section in Franchise Agreement or Other Agreement	Summary
		Approved Location, or approval of new location; renovation of Restaurant to current standards (if you remain at Approved Location), which you must complete before the end of the expiring term or commit to complete on a schedule we approve; signing of new Franchise Agreement (which may contain materially different terms and conditions than your original Franchise Agreement) and Renewal Addendum (or Food Truck Renewal Addendum, as applicable); payment of \$5,000 renewal fee (\$2,500 for a Food Truck); signing of a general release of all claims against us (Exhibit N); and satisfaction of obligations to lessor and suppliers. Renewing Franchisees have no further renewal rights.
d. Termination by you	Not Applicable	No Franchise Agreement provision, but you may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§ 13	See g. and h. below. Some defaults can be cured while others cannot.
g. "Cause" defined – curable defaults	§ 13.3	All breaches of the Franchise Agreement which are not specifically listed as being non-curable (see h. below).
h. "Cause" defined – non-curable defaults	§§ 13.1 and 13.2	The Franchise Agreement lists more than 20 circumstances that permit us to terminate without any opportunity by you to cure. They include, for example, your insolvency or dissolution; failure to acquire an approved location, to begin construction, or to open the Restaurant within the required time; abandonment of the business; conviction of or pleading guilty to certain crimes; unauthorized change of ownership; non-compete violation; disclosure of our confidential information or materials; keeping false books or submitting false reports; loss of your lease; your receipt of 3 notices of default within 12 months; misrepresentation in connection with applying for or operating the franchise; fraud on customers or suppliers; willful or repeated failure to meet our requirements or specifications, even if you did not receive written notice of prior failures and/or cured the prior failures; knowingly underreporting Gross Sales on any occasion or if an inspection or audit reveals that any payment(s) due to Little Caesar have been understated (i) by 5% or more, or (ii) twice in any one-year period; failure to obtain or to maintain required insurance coverage; failure to complete required training; misappropriating funds withheld from your employee payroll; refusing to permit an inspection; and our reasonable determination that you have breached a material provision that is not, by its nature, curable or that goes to the essence of the Franchise Agreement. In addition, we can terminate the Franchise Agreement if we terminate any other franchise

Provision	Section in Franchise Agreement or Other Agreement	Summary
		agreement between us and you and/or one of your affiliates or related parties for default. However, if you have a Territory Reservation Agreement, a default under (or termination of) the TRA will not affect your franchise agreement(s).
i. Your obligations on termination/nonrenewal	§§ 2.4, 2.5, 14	<p>Obligations include ceasing operation and, if we do not take assignment of the lease for the Restaurant premises as described below, complete de-identification from the Little Caesars system (including changing signs, color scheme, configuration, layout, wall tiles and floor tiles). You must cease use of Proprietary Marks and confidential information, return the ORG and other materials, and pay us and our affiliates any amounts due. If termination was for your default, you may have to pay us liquidated damages (§ 14.8). You must keep us informed of your current business and residential addresses and phone numbers for 3 years. At our option, any sign bearing the Little Caesars name will be deemed to be our property even if you paid a third party to make the sign.</p> <p>At our request, you or your affiliate must assign the lease for the Restaurant premises (§ 14.4 - not applicable to Food Trucks). You must provide a current copy of the lease for our review in determining whether to request assignment of the lease. You must also provide any landlord consent we request. We will have the right to further assign the lease, without recourse, to any affiliate or approved franchisee of Little Caesar.</p> <p>If you or any affiliate, owner, officer, or family member owns the premises, at our request the owner must offer to sell or lease the premises to us (not applicable to Food Trucks). If we elect to purchase or lease, the parties will sign Little Caesar's then-current form purchase agreement or then-current form lease, as applicable. In the case of a lease, the initial lease term and the number and length of renewal options must be commercially reasonable when compared to leases for similar space in buildings in the area.</p> <p>We also have the option to purchase any or all of the furnishings, equipment, signs, fixtures, or supplies related to the operation of the Restaurant, at the fair market value for use in a restaurant operation (§ 14.10 - not applicable to Food Trucks). We also have the option to purchase the inventory at your cost (excluding shipping, insurance, and any other ancillary charges). If you have the M.I.K.E. system installed, at our option, you must re-sell the system to Blue Line at the depreciated value.</p> <p>If you cease to conduct business at the Approved Location (or notify us that you intend to cease conducting business), then in addition to our right to terminate, but in lieu of our right to liquidated damages for the default, we can purchase all of the Restaurant assets for \$5,000 and may also acquire</p>

Provision	Section in Franchise Agreement or Other Agreement	Summary
		<p>the occupancy rights as described above (§ 2.5 - not applicable to Food Trucks).</p> <p>If you elect not to renew the franchise, do not timely notify us of your intention to renew, or fail to satisfy the conditions for renewal, we will have the right to purchase all of the Restaurant assets upon expiration of the initial term for \$5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Restaurant is located) (§ 2.4). If we exercise this right, we will also have the right to acquire the occupancy rights for the Restaurant.</p> <p>If you do not comply with the post-termination obligations, you must pay us liquidated damages of \$250 per day for each day that you are in default (§ 14.7). To prevent further injury, we may hire a third party or send our own personnel to de-identify the Restaurant and/or carry out any other obligations on your behalf, and you must pay expenses reasonably incurred by Little Caesar to perform any obligations that you have failed to perform. We will have the right to transfer \$10,000 from your bank account in respect of the liquidated damages and these expenses. Upon completion of de-identification of the Restaurant and payment of our expenses, we will refund any unused portion of the \$10,000. If the \$10,000 payment is insufficient to satisfy your obligations, we will invoice you for the balance.</p>
j. Assignment of contract by us	§ 12.1	No restriction on our right to transfer.
k. "Transfer" by you – definition	§ 12.2	Includes transfer of Franchise Agreement, ownership interest in Franchisee, any assets of Franchisee, or all or substantially all of the assets of the Restaurant. Applies to any transfer of such interests that would occur by any mechanism, including but not limited to family financial planning, estate planning, grant to a trust, distribution from a trust, corporate reorganization, bank financing, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership.
l. Our approval of transfer by you	§§ 12.2 and 12.3	We have the right to approve transfers. You cannot transfer your franchise until you have operated the Restaurant for at least 6 months. Some types of transfers are prohibited.
m. Conditions for our approval of transfer	§§ 12.2 and 12.4	If the transfer would change control of the franchise, we can impose any conditions in our discretion. Conditions may include payment of all money owed to us and affiliates; you are not in default; signing of release (Exhibit N); we approve terms of sale; terms will not in our judgment make it likely that transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial



Provision	Section in Franchise Agreement or Other Agreement	Summary
		<p>obligations; financing is subordinate to obligations to us; transferee meets our qualifications and completes training; transferee and its affiliates collectively will not own more than 100 Restaurants and no two Restaurants owned by transferee and its affiliates are more than 100 miles apart; signing of new franchise agreement (which may contain materially different terms and conditions than the transferor's franchise agreement) together with a Transfer Addendum (Exhibit O or Exhibit P, as applicable), or assignment of the transferor's franchise agreement, at our option; proof of right to remain at Approved Location; refurbishment or remodeling of the Restaurant to our then-current standards; signing of covenants concerning confidentiality and non-competition; and payment of transfer fee. If the proposed transferee is another Little Caesars franchisee, the transferee must not be in default under any of its agreements with us and must have a good record of customer service and compliance with our operating standards. If the transferee is new to the Little Caesars franchise system, we may require the transferee to sign an acknowledgment of our rights and policies as to the pricing of Restaurant goods and services. You remain liable after the transfer for all obligations up to the date of the transfer.</p>
n. Our right of first refusal to acquire your business	§ 12.5	We can match any offer.
o. Our option to purchase your business	§§ 2.4, 2.5, and 14.10	We have the option to purchase the Restaurant assets: (1) if you elect not to renew the franchise, if you fail to notify us of your intention to renew, or if you do not satisfy the conditions for renewal after giving notice of your intention; (2) if you cease to conduct business at the Approved Location (or notify us that you intend to cease business); and (3) upon termination of the Franchise Agreement. Please see 17.i above (not applicable to Food Trucks).
p. Your death or disability	§ 12.6	Franchise must be transferred to an approved transferee within 6 months, and we will waive the transfer fee. Additional requirements apply if the deceased's interest in Franchisee is held in a trust or transferred to a trust by operation of law upon death.
q. Non-competition covenants during the term of the franchise	§ 15; § 2 of TPA	<p>Includes prohibition on diverting customers and owning or operating a quick or fast service restaurant engaged in the sale of pizza, chicken wings and/or related products.</p> <p>Same as described in r. below for each TPA, except covenants begin at time your training attendee signs the TPA and continues for the period described in r. below.</p>

Provision	Section in Franchise Agreement or Other Agreement	Summary
		These provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	§ 15; § 2 of TPA	<p>Includes one year prohibition on involvement with a quick or fast service restaurant primarily engaged in the sale of pizza, chicken wings and/or related products for businesses located within the Designated Market Area, as defined by Nielsen, of any Little Caesars restaurant, regardless of concept, and a 2-year prohibition for businesses located within the Designated Market Area in which your Restaurant was located.</p> <p>Same as described above for each TPA, except covenants continue for the applicable period following the termination of any franchise or business relationship between your training attendee and us, or the termination of your training attendee's affiliation with the Little Caesars® franchise system.</p> <p>These provisions are subject to state law.</p>
s. Modification of the agreement	§§ 21 and 25	Amendments must be in writing and signed by both parties except: (a) we may unilaterally modify our specifications; (b) we may unilaterally modify the Franchise Agreement if the modification is approved by a majority of franchised Restaurants; and (c) all of your existing franchise agreements are amended by signing the Franchise Agreement for an additional location.
t. Integration/merger clause	§ 21	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of this disclosure document and the Franchise Agreement may not be enforceable. This contract clause will not be treated as a disclaimer of our representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	§ 23; § 10 of TPA	Actions by you or your owners or affiliates must be brought, and actions by us may be brought, in the judicial district in which Little Caesar has its principal place of business at the time the action is filed (subject to state law). Currently, our principal place of business is in Detroit, Michigan.
w. Choice of law	§ 23; § 10 of TPA	Michigan law applies (subject to state law).

**THE FRANCHISE RELATIONSHIP  
(Territory Reservation Agreement)**

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

Provision	Section in Territory Reservation Agreement	Summary
a. Length of the franchise term	§ 4	The term of the Territory Reservation Agreement, which varies depending upon the number of Restaurants to be developed and other factors.
b. Renewal or extension of the term	Not Applicable	We do not grant you the right to renew or extend the Territory Reservation Agreement.
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	Not Applicable	No Agreement provision, but you may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§ 10	See g. and h. below. Some defaults can be cured while others cannot.
g. "Cause" defined – curable defaults	§ 8, 10	Section 8 of the Territory Reservation Agreement incorporates the Franchise Agreement Section 13 – see Franchise Agreement Summary. Defaults are curable unless the incorporated Franchise Agreement Sections specifically list the default as being non-curable.
h. "Cause" defined – non-curable defaults	§ 10	Section 8 of the Territory Reservation Agreement incorporates the Franchise Agreement Section 13 – see Franchise Agreement Summary. Defaults are curable unless the incorporated Franchise Agreement Sections specifically list the default as being non-curable. Additionally, failure to timely meet the Development Schedule may result in termination without the opportunity to cure. In addition, we can terminate the Territory Reservation Agreement if we terminate any franchise agreement between us and you and/or one of your affiliates or related parties for default.
i. Your obligations on termination/non-renewal	§ 8.3	You must return all manuals and other documents containing our confidential information to us.
j. Assignment of contract by us	Not Applicable	There are no restrictions in the Territory Reservation Agreement on assignment by us.

Provision	Section in Territory Reservation Agreement	Summary
k. "Transfer" by you – definition	§ 9	Includes transfer of interest in Territory Reservation Agreement, or any of the assets of the business licensed under the Territory Reservation Agreement. Also includes sales, assignments, pledges, or other encumbrances of any direct or indirect ownership interest in you.
l. Our approval of transfer by you	§ 9	Not permitted
m. Conditions for our approval of transfer	Not applicable	Not Applicable
n. Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	§ 8.4	Includes prohibition on diverting customers, and owning or operating a quick or fast service restaurant primarily engaged in the sale of pizza, chicken wings and/or related products.  These provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	§ 8.4	Includes one year prohibition on involvement with a quick or fast service restaurant primarily engaged in the sale of pizza, chicken wings and/or related products for businesses located within the Designated Market Area, as defined by Nielson, of any Little Caesars® restaurant concept, and a 2-year prohibition for businesses located within the Designated Market Area in which your Reserved Territory is located.  These provisions are subject to state law.
s. Modification of the agreement	§ 11	Territory Reservation Agreement cannot be amended or modified except in writing and signed by you and us.
t. Integration/merger clause	§ 11	Only the terms of the Territory Reservation Agreement (including those incorporated into the agreement) are binding (subject to state law). Any representations or promises outside of this disclosure document and the Territory Reservation Agreement may not be enforceable. This contract clause will not be treated as a disclaimer of our representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable

Provision	Section in Territory Reservation Agreement	Summary
v. Choice of forum	§ 8.12	Actions by you or your owners or affiliates must be brought, and actions by us or our affiliate may be brought, in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently in Michigan (subject to state law).
w. Choice of law	§ 8.12	Michigan law applies (subject to state law).

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

As of the issuance date of this disclosure document, we do not use any public figure to promote our franchise. If we grant franchises to celebrities in the future, we may agree to a discount on the franchise fee on the condition that they make one or more public appearances and announcements to the media and allow their names, photographs and information about their celebrity history to be included in news releases and promotional material.

**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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Restaurant, however, we may provide you with the actual records of that location. 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 General Counsel, Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit, Michigan 48201-3400, telephone (313) 471-6000, the Federal Trade Commission, and the appropriate state regulatory agencies.

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

The following 5 tables contain information about franchised and company-owned Little Caesars® restaurants for our last 3 fiscal years.

**TABLE NUMBER 1**  
**System-wide Outlet Summary**  
**For years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<b>Franchised</b>	2021	3,627	3,601	-26
	2022	3,607*	3,599	-8
	2023	3,599	3,642	+43
<b>Company-Owned</b>	2021	582	580	-2
	2022	580	574	-6
	2023	574	575	+1
<b>Total Outlets</b>	2021	4,209	4,181	-28
	2022	4,187*	4,173	-14
	2023	4,173	4,217	+44

\* These numbers have been corrected to account for 6 franchised outlets in Puerto Rico that were inadvertently not counted at the end of 2021 because of an internal reporting error.

**TABLE NUMBER 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2021 to 2023**

State	Year	Number of Transfers
<b>Arkansas</b>	2021	1
	2022	4
	2023	2
<b>Arizona</b>	2021	6
	2022	5
	2023	9
<b>California</b>	2021	31
	2022	23
	2023	5
<b>Colorado</b>	2021	0
	2022	2
	2023	1
<b>Delaware</b>	2021	0
	2022	2
	2023	5

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>Florida</b>	2021	10
	2022	7
	2023	8
<b>Georgia</b>	2021	7
	2022	11
	2023	18
<b>Idaho</b>	2021	1
	2022	0
	2023	0
<b>Illinois</b>	2021	6
	2022	3
	2023	6
<b>Indiana</b>	2021	10
	2022	3
	2023	23
<b>Iowa</b>	2021	0
	2022	4
	2023	0
<b>Kansas</b>	2021	1
	2022	10
	2023	0
<b>Kentucky</b>	2021	4
	2022	1
	2023	3
<b>Louisiana</b>	2021	0
	2022	0
	2023	1
<b>Maine</b>	2021	0
	2022	0
	2023	2
<b>Maryland</b>	2021	9
	2022	17
	2023	3
<b>Massachusetts</b>	2021	3
	2022	0
	2023	3
<b>Michigan</b>	2021	44
	2022	16
	2023	26
<b>Minnesota</b>	2021	1
	2022	10
	2023	0

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>Mississippi</b>	2021	0
	2022	5
	2023	0
<b>Missouri</b>	2021	12
	2022	4
	2023	0
<b>Montana</b>	2021	0
	2022	4
	2023	2
<b>Nebraska</b>	2021	1
	2022	6
	2023	0
<b>Nevada</b>	2021	0
	2022	0
	2023	11
<b>New Jersey</b>	2021	1
	2022	1
	2023	4
<b>New Mexico</b>	2021	3
	2022	0
	2023	0
<b>New York</b>	2021	1
	2022	5
	2023	17
<b>North Carolina</b>	2021	37
	2022	14
	2023	7
<b>Ohio</b>	2021	1
	2022	3
	2023	0
<b>Oklahoma</b>	2021	0
	2022	0
	2023	3
<b>Oregon</b>	2021	0
	2022	8
	2023	10
<b>Pennsylvania</b>	2021	4
	2022	8
	2023	18
<b>Rhode Island</b>	2021	0
	2022	0
	2023	1



<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>South Carolina</b>	2021	1
	2022	2
	2023	3
<b>South Dakota</b>	2021	0
	2022	0
	2023	4
<b>Tennessee</b>	2021	12
	2022	5
	2023	2
<b>Texas</b>	2021	4
	2022	23
	2023	33
<b>Utah</b>	2021	2
	2022	0
	2023	0
<b>Vermont</b>	2021	2
	2022	0
	2023	0
<b>Virginia</b>	2021	16
	2022	15
	2023	13
<b>Washington</b>	2021	0
	2022	5
	2023	4
<b>Wisconsin</b>	2021	1
	2022	16
	2023	5
<b>Wyoming</b>	2021	0
	2022	0
	2023	1
<b>TOTAL</b>	2021	<b>234</b>
	2022	<b>242</b>
	2023	<b>253</b>

**TABLE NUMBER 3**  
**Status of Franchised Outlets**  
**For years 2021 to 2023**

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Alabama	2021	100	1	0	0	0	1	100
	2022	100	0	0	0	0	1	99
	2023	98*	2	0	0	0	2	98
Alaska	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Arizona	2021	63	1	0	0	0	0	64
	2022	64	1	0	0	0	1	64
	2023	64	1	0	0	0	1	64
Arkansas	2021	41	0	0	0	0	0	41
	2022	41	0	0	0	0	0	41
	2023	41	1	0	0	0	0	42
California	2021	323	4	0	0	0	3	324
	2022	324	4	0	0	0	2	326
	2023	326	2	0	1	0	0	327
Colorado	2021	62	0	0	0	0	1	61
	2022	61	0	0	0	0	1	60
	2023	60	1	0	0	0	0	61
Connecticut	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Delaware	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	1	0	0	9
Florida	2021	199	4	0	0	0	3	200
	2022	200	2	0	0	0	4	198
	2023	198	4	0	3	0	1	198
Georgia	2021	180	0	0	0	0	1	179
	2022	179	3	0	0	0	8	174
	2023	174	3	0	3	0	1	173
Hawaii	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	1	0	0	0	0	7
Idaho	2021	24	0	0	0	0	0	24
	2022	24	0	0	0	0	0	24
	2023	24	1	0	1	0	0	24

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Illinois	2021	77	2	0	0	0	3	76
	2022	76	4	0	0	0	2	78
	2023	77**	6	0	0	0	0	83
Indiana	2021	93	0	0	0	0	2	91
	2022	91	0	0	0	0	5	86
	2023	86	3	0	0	0	0	89
Iowa	2021	26	0	0	0	0	3	23
	2022	23	0	0	0	0	5	18
	2023	18	1	0	0	0	0	19
Kansas	2021	25	1	0	0	0	1	25
	2022	25	1	0	0	0	1	25
	2023	25	2	0	0	0	0	27
Kentucky	2021	96	2	0	0	0	1	97
	2022	97	3	0	0	0	1	99
	2023	99	4	0	1	0	0	102
Louisiana	2021	54	3	0	0	0	3	54
	2022	54	0	0	0	0	4	50
	2023	50	2	0	0	0	1	51
Maine	2021	10	0	0	0	0	3	7
	2022	7	0	0	0	0	2	5
	2023	5	0	0	0	0	0	5
Maryland	2021	46	1	0	0	0	5	42
	2022	42	0	0	0	0	2	40
	2023	40	1	0	1	0	0	40
Massachusetts	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	2	0	0	12
Michigan	2021	265	0	0	0	0	6	259
	2022	259	1	0	0	0	3	257
	2023	257	9	0	1	0	2	263
Minnesota	2021	31	0	0	0	0	4	27
	2022	27	0	0	0	0	0	27
	2023	27	0	0	0	0	2	25
Mississippi	2021	72	0	0	0	0	4	68
	2022	68	1	0	0	0	1	68
	2023	69*	2	0	1	0	2	68
Missouri	2021	66	3	0	0	0	2	67
	2022	67	2	0	0	0	2	67
	2023	67	3	0	0	0	1	69

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Montana	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Nebraska	2021	28	0	0	0	0	1	27
	2022	27	1	0	0	0	0	28
	2023	28	1	0	0	0	0	29
Nevada	2021	20	0	0	0	0	1	19
	2022	19	1	0	0	0	0	20
	2023	20	0	0	0	0	1	19
New Hampshire	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	2021	23	1	0	0	0	1	23
	2022	23	0	0	0	0	5	18
	2023	18	4	0	0	0	0	22
New Mexico	2021	37	1	0	0	0	0	38
	2022	38	0	0	0	0	1	37
	2023	37	0	0	0	0	1	36
New York	2021	72	0	0	0	0	4	68
	2022	68	1	0	0	0	1	68
	2023	68	0	0	0	0	0	68
North Carolina	2021	132	0	0	0	0	0	132
	2022	132	1	0	0	0	2	131
	2023	131	7	0	1	0	1	136
North Dakota	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
Ohio	2021	149	0	0	0	0	3	146
	2022	146	1	0	0	0	4	143
	2023	143	1	0	0	0	3	141
Oklahoma	2021	66	0	0	0	0	0	66
	2022	66	1	0	0	0	1	66
	2023	66	0	0	1	0	0	65
Oregon	2021	41	0	0	0	0	0	41
	2022	41	0	0	0	0	1	40
	2023	40	0	0	0	0	0	40

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Pennsylvania	2021	96	1	0	0	0	6	91
	2022	91	1	0	0	0	3	89
	2023	89	4	0	1	0	0	92
Rhode Island	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	1	4
	2023	4	0	0	0	0	0	4
South Carolina	2021	89	2	0	0	0	0	91
	2022	91	0	0	0	0	2	89
	2023	89	1	0	0	0	0	90
South Dakota	2021	11	0	0	0	0	0	11
	2022	11	1	0	0	0	0	12
	2023	12	0	0	0	0	0	12
Tennessee	2021	132	2	0	0	0	0	134
	2022	134	11	0	0	0	0	145
	2023	145	1	0	1	0	0	145
Texas	2021	417	6	0	0	0	2	421
	2022	421	19	0	0	0	4	436
	2023	436	10	0	0	0	0	446
Utah	2021	71	6	0	0	0	0	77
	2022	77	2	0	0	0	1	78
	2023	78	0	0	0	0	0	78
Vermont	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Virginia	2021	99	2	0	0	0	3	98
	2022	98	1	0	0	0	1	98
	2023	98	1	0	0	0	0	99
Washington	2021	83	2	0	0	0	1	84
	2022	84	2	0	0	0	5	81
	2023	81	0	0	0	0	1	80
West Virginia	2021	51	0	0	0	0	2	49
	2022	49	2	0	0	0	0	51
	2023	51	1	0	0	0	0	52
Wisconsin	2021	49	1	0	0	0	2	48
	2022	48	0	0	0	0	1	47
	2023	48**	1	0	0	0	0	49

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Wyoming	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	1	0	0	0	0	12
Puerto Rico	2021	27	0	0	0	0	0	27
	2022	33***	1	0	0	0	0	34
	2023	34	0	0	0	0	0	34
Guam	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
US Virgin Islands	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	1	2
TOTAL	2021	3,627	47	0	0	1	72	3,601
	2022	3,607***	70	0	0	0	78	3,599
	2023	3,599	83	0	19	0	21	3,642

\* These numbers have been corrected to account for one franchised outlet counted in Alabama at the end of 2022 that should have been counted in Mississippi.

\*\* These numbers have been corrected to account for one franchised outlet counted in Illinois at the end of 2022 that should have been counted in Wisconsin.

\*\*\* These numbers have been corrected to account for 6 franchised outlets in Puerto Rico that were inadvertently not counted at the end of 2021 because of an internal reporting error.

**TABLE NUMBER 4**  
**Status of Company-Owned Outlets**  
**For years 2021 to 2023**

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Arizona	2021	57	0	1	0	0	58
	2022	58	0	0	0	0	58
	2023	58	0	0	0	0	58
California	2021	213	0	0	2	0	211
	2022	211	3	0	0	1	213
	2023	213	1	0	0	2	212

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Florida	2021	45	0	0	0	0	45
	2022	45	0	0	0	0	45
	2023	45	0	0	0	0	45
Illinois	2021	57	0	0	1	0	56
	2022	56	0	0	1	0	55
	2023	55	1	0	1	2	53
Indiana	2021	7	0	0	0	0	7
	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
Michigan	2021	59	0	0	0	0	59
	2022	59	0	0	0	0	59
	2023	59	0	0	0	0	59
Nevada	2021	21	0	0	0	0	21
	2022	21	0	0	0	0	21
	2023	21	1	0	0	0	22
Ohio	2021	19	0	0	1	0	18
	2022	18	0	0	0	0	18
	2023	18	1	0	0	0	19
Tennessee	2021	11	0	0	0	0	11
	2022	11	0	0	0	11	0
	2023	0	0	0	0	0	0
Texas	2021	83	1	0	0	0	84
	2022	84	4	0	0	0	88
	2023	88	2	0	0	0	90
Wisconsin	2021	10	0	0	0	0	10
	2022	10	0	0	0	0	10
	2023	10	0	0	0	0	10
TOTAL	2021	582	1	1	4	0	580
	2022	580	7	0	1	12	574
	2023	574	6	0	1	4	575

**TABLE NUMBER 5**  
**Projected Openings**  
**As of December 31, 2023**

State	Franchise Agreement Signed But Outlet Not Open as of 12/31/23	Projected New Franchised Outlets in 2024	Projected New Company-Owned Outlets in 2024
Alabama	0	1	0
Arizona	1	0	0
Arkansas	0	2	0
California	1	5	2
Florida	1	6	2
Georgia	4	5	0
Hawaii	0	2	0
Illinois	1	4	0
Indiana	1	2	0
Kentucky	3	6	0
Louisiana	1	2	0
Michigan	0	1	1
Mississippi	0	1	0
Nebraska	0	2	0
Nevada	1	2	1
New Jersey	0	1	0
New Mexico	0	2	0
New York	3	7	0
North Carolina	1	9	0
Ohio	1	2	0
Oklahoma	1	2	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	5	17	2
Utah	1	5	0
Virginia	0	1	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	0	1	0
<b>TOTALS</b>	<b>26</b>	<b>92</b>	<b>8</b>

Notes to Tables 1-5:

- (1) All numbers are as of December 31 for each year.
- (2) If multiple events occurred in the process of transferring ownership of a particular Restaurant, we have reported the event that occurred last in time.



- (3) The numbers for California include Restaurants that both we and our affiliate, LC Trademarks, have franchised. As described in Item 1, LC Trademarks offered Little Caesars® restaurant franchises in California from 2001 through December 2007 and may continue to provide services to existing franchisees in that state.

\* \* \*

Exhibit F to this disclosure document lists the names, addresses and telephone numbers of our Little Caesars® restaurant franchisees in the U.S.A. as of December 31, 2023.

Exhibit G to this disclosure document lists the name, last known city and state, and business telephone number (or, if unknown, home telephone number) of every Little Caesars® Restaurant franchisee who had an outlet transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during 2023, or who has not communicated with us within 10 weeks before the date of this disclosure document. Franchisees marked with an asterisk (\*) in Exhibit G continue as franchisees of other Little Caesars® restaurants. If you buy a Little Caesars® Restaurant franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

The lists attached to this disclosure document as Exhibit F and Exhibit G include both our and LC Trademarks' franchisees for the State of California.

Our franchisees have signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Little Caesars® franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following independent franchisee organization has asked to be included in this disclosure document:

Organization Name:	Independent Organization of Little Caesars Franchisees (IOLCF)
Address:	2685 Lapeer Road, Suite 101 Auburn Hills, Michigan 48326
Telephone Number:	(248) 377-1900
Fax Number:	(248) 377-1913
Web Address:	<a href="http://www.iolcf.com">http://www.iolcf.com</a>

You have the right to become a member of the IOLCF.

*[Remainder of page intentionally left blank.]*

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

Exhibit J to this disclosure document contains the audited financial statements of our affiliate, LC Trademarks, as of December 31, 2023, December 31, 2022, and December 31, 2021 and for the years then ended, together with the independent auditor's report.

Our separate financial statements are not included in this disclosure document. Should we fail to fulfill our duties and obligations to our franchisees under their franchise agreements, however, LC Trademarks absolutely and unconditionally guarantees to assume those duties and obligations. A copy of LC Trademarks' Guarantee of Performance is included in this disclosure document as Exhibit K.

**ITEM 22**  
**CONTRACTS**

The following contracts are attached to this disclosure document:

1. Franchise Agreement (Exhibit A), including addenda for reduced protected territory and for no protected territory
2. Territory Reservation Agreement (Exhibit B)
3. Renewal Addendum (Exhibit C)
4. Food Truck Addendum and Food Truck Renewal Addendum (Exhibit D)
5. Training Participant Agreement (Exhibit L)
6. Caesar Vision User Terms for Franchisees (Exhibit M)
7. Release to be signed when signing a new Franchise Agreement in connection with renewal or transfer of an existing franchise, and for the purchase of an additional franchise (Exhibit N)
8. Transfer Addendum (Exhibit O)
9. Transfer Addendum – No Right to Renew (Exhibit P)
10. Pricing Acknowledgment (Exhibit Q)
11. Rider to Contract for Sale (Exhibit R)
12. Offer Letter (Exhibit S)
13. Temporary Operating Agreement (Exhibit T)

**ITEM 23**  
**RECEIPTS**

The last four pages of this disclosure document are two copies of a detachable receipt. Please sign and return our copy of the receipt (Copy for Little Caesar Enterprises, Inc.), and sign and retain for your records your copy of the receipt (Copy for Prospective Franchisee).

**EXHIBIT A**

**FRANCHISE AGREEMENT**

**Franchise #**

**LITTLE CAESAR ENTERPRISES, INC.**

**FRANCHISE AGREEMENT**

Approved Location: \_\_\_\_\_  
\_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: [10 years from Opening Date]  
Franchisee: \_\_\_\_\_  
Ownership: See Exhibit B

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT

TABLE OF CONTENTS

**RECITALS ..... 1**

**1. GRANT ..... 1**

    1.1. Franchise Grant ..... 1

    1.2. Location of Restaurant ..... 2

    1.3. Territorial Protection ..... 2

    1.4. Exclusions from Territorial Protection ..... 2

    1.5. No Customer Exclusivity ..... 3

    1.6. Delivery ..... 3

    1.7. Modifications to System ..... 3

**2. TERM AND RENEWAL ..... 3**

    2.1. Initial Term of Franchise ..... 3

    2.2. Renewal Term of Franchise ..... 3

    2.3. Holdover after Expiration ..... 4

    2.4. Little Caesar’s Option to Purchase Following Franchisee’s Election Not to Renew ..... 4

    2.5. Little Caesar’s Right to Acquire Assets for Unauthorized Business Closure ..... 5

**3. FEES ..... 5**

    3.1. Franchise Fee ..... 5

    3.2. Royalty Fee ..... 5

    3.3. Advertising Fee ..... 5

    3.4. Additional Fee ..... 5

    3.5. Time and Manner of Payment; Late Fee ..... 5

    3.6. Reimbursement of Monies Paid on Behalf of Franchisee ..... 6

    3.7. No Set-off; Application of Payments; Refundability ..... 6

**4. DUTIES OF LITTLE CAESAR ..... 6**

    4.1. Furnishing Prototype Plans ..... 6

    4.2. Site Selection Assistance ..... 6

    4.3. Loan of Confidential Manuals ..... 6

    4.4. Training ..... 7

    4.5. Marketing, Management, and Operational Assistance ..... 7

    4.6. Inspections and Evaluations ..... 7

    4.7. Franchisee Advisory Committees ..... 7

    4.8. Relationship to Other Little Caesar Businesses ..... 7

**5. DUTIES OF FRANCHISEE ..... 8**

    5.1. Importance of Compliance with System Standards ..... 8

    5.2. Use of Restaurant Premises ..... 8

    5.3. Conformance to System Standards ..... 8

    5.4. Approved Suppliers ..... 8

    5.5. Maintenance of Restaurant Premises ..... 9

    5.6. Refurbishing the Restaurant ..... 9

    5.7. Access to Restaurant ..... 9

    5.8. Franchisee Training ..... 10

    5.9. Franchisee’s Employees ..... 10

    5.10. Franchisee Lease Provisions ..... 11

    5.11. Furnishing Lease to Little Caesar ..... 11

    5.12. Pricing ..... 11

    5.13. Promotional Activities ..... 11

5.14.	Compliance with Governmental Requirements .....	12
5.15.	Notification of Legal Proceedings .....	12
5.16.	Attendance at Meetings, Seminars and Conferences .....	12
5.17.	System Developments .....	12
5.18.	Technology Requirements .....	13
5.19.	Payment Systems .....	13
5.20.	Data Ownership .....	13
5.21.	Data Security and Breach Notification .....	14
5.22.	Privacy .....	15
5.23.	Franchisee Private Network.....	17
5.24.	Websites .....	17
5.25.	Ownership of Domain Names.....	17
5.26.	Electronic Marketing and Electronic Communications.....	17
5.27.	No Outsourcing without Prior Written Approval .....	18
<b>6.</b>	<b>CONSTRUCTION OF LEASEHOLD IMPROVEMENTS .....</b>	<b>18</b>
6.1.	Obligation to Construct Leasehold Improvements.....	18
6.2.	Securing Governmental Approvals .....	18
6.3.	Use of a Qualified Architect or Engineer.....	18
6.4.	Use of a Qualified Contractor.....	18
6.5.	Franchisee Responsible .....	19
6.6.	Construction of Leasehold Improvements and Securing Approval to Open.....	19
6.7.	Opening Deadline; Time of the Essence .....	19
6.8.	Relocation .....	19
6.9.	Construction Insurance .....	19
<b>7.</b>	<b>PROPRIETARY MARKS.....</b>	<b>19</b>
7.1.	Little Caesar Representations Concerning Proprietary Marks .....	19
7.2.	Franchisee Use of Proprietary Marks .....	20
7.3.	Franchisee Acknowledgments Concerning Proprietary Marks.....	21
7.4.	Changes to the Proprietary Marks .....	21
<b>8.</b>	<b>CONFIDENTIAL MANUALS AND INFORMATION .....</b>	<b>21</b>
8.1.	Keeping Manuals Confidential .....	21
8.2.	Keeping Manuals Current .....	21
8.3.	Protection of Confidential Information.....	22
8.4.	Irreparable Injury from Disclosure of Confidential Information .....	22
8.5.	Confidentiality Agreements from Associates of Franchisee .....	22
<b>9.</b>	<b>ADVERTISING.....</b>	<b>22</b>
9.1.	Amounts and Recipients of Advertising Contribution.....	22
9.2.	CAESAR FUND .....	23
9.3.	Advertising Cooperatives .....	24
9.4.	Little Caesar Approval of Advertising.....	24
9.5.	Grand Opening Advertising.....	25
9.6.	Copyrights and Other Rights.....	25
9.7.	Advertising for Prospective Franchisees .....	25
9.8.	Little Caesar Advertising .....	25
<b>10.</b>	<b>INSURANCE .....</b>	<b>25</b>
10.1.	Franchisee's Insurance Obligation.....	25
10.2.	Franchisee's Insurance Obligation Not Affected by Little Caesar's Insurance.....	26
10.3.	Additional Required Endorsements .....	26
10.4.	Certificates of Insurance .....	26
10.5.	Little Caesar's Right to Secure Insurance on Behalf of Franchisee .....	26
<b>11.</b>	<b>ACCOUNTING AND RECORDS .....</b>	<b>26</b>
11.1.	Maintenance of Records .....	26

11.2.	Annual Financial Statements and Tax Returns .....	26
11.3.	Weekly Reports and Quarterly Financial Statements .....	27
11.4.	Additional Reports; Credit Reports .....	27
11.5.	Right to Examine or Audit Franchisee Records .....	27
11.6.	Late Reports.....	27
<b>12.</b>	<b>TRANSFER OF INTEREST .....</b>	<b>27</b>
12.1.	Transfer by Little Caesar .....	27
12.2.	Transfer by Franchisee .....	27
12.3.	Prohibited Transfers.....	29
12.4.	Execution of Covenants by Transferee.....	30
12.5.	Little Caesar's Right of First Refusal.....	30
12.6.	Death or Mental or Physical Incapacity.....	30
12.7.	Approval of Sale Does Not Constitute Waiver of Rights.....	31
12.8.	Private Sale of Securities .....	31
12.9.	Transfer by Franchisee Bankruptcy - Right of First Refusal .....	32
<b>13.</b>	<b>DEFAULT AND TERMINATION .....</b>	<b>32</b>
13.1.	Termination Upon Occurrence of Insolvency.....	32
13.2.	Termination with Notice and Without Right to Cure.....	32
13.3.	Termination with Notice and Opportunity to Cure.....	34
13.4.	Cross-Default .....	34
13.5.	Cross-Guarantee.....	34
13.6.	Extension of Cure Period by Operation of Law.....	35
13.7.	Enforcement Costs.....	35
13.8.	Cumulative Remedies .....	35
<b>14.</b>	<b>OBLIGATIONS UPON TERMINATION OR EXPIRATION.....</b>	<b>35</b>
14.1.	Cessation of Restaurant Operations.....	35
14.2.	Cessation of Use of Confidential Information and Proprietary Marks.....	35
14.3.	Cancellation of Assumed Name Registration .....	35
14.4.	Occupancy of Restaurant Premises .....	35
14.5.	No Similar Marks.....	36
14.6.	Franchisee Payment of Debts.....	36
14.7.	Liquidated Damages for Non-Compliance; Payment of Little Caesar's Costs in Securing Compliance .....	36
14.8.	Liquidated Damages Upon Termination Due to Franchisee's Default.....	37
14.9.	Franchisee Return of Manuals and Other Materials .....	37
14.10.	Little Caesar's Right to Acquire Assets After Termination .....	37
14.11.	Future Communications .....	38
<b>15.</b>	<b>COVENANTS .....</b>	<b>38</b>
15.1.	Franchisee to Devote Full Time and Best Efforts to Restaurant .....	38
15.2.	Non-Competition During Term of Agreement .....	38
15.3.	Non-Competition After Agreement Ends .....	38
15.4.	Breach of Covenants Causes Irreparable Injury .....	38
15.5.	Little Caesar's Right to Reduce Scope of Covenants.....	39
15.6.	Covenants Reasonable.....	39
15.7.	Enforceability of Covenants Not Affected by Franchisee Claims .....	39
15.8.	Commitments from Individuals.....	39
<b>16.</b>	<b>FRANCHISEE AS A CORPORATION, PARTNERSHIP OR LLC.....</b>	<b>39</b>
16.1.	Corporate Franchisee .....	39
16.2.	Partnership Franchisee .....	39
16.3.	Limited Liability Company Franchisee .....	39
16.4.	Direct and Indirect Owners to Execute Personal Guarantees .....	40
<b>17.</b>	<b>TAXES.....</b>	<b>40</b>



17.1.	Payment of Taxes .....	40
17.2.	Challenging Tax Assessment .....	40
<b>18.</b>	<b>NATURE OF RELATIONSHIP; INDEMNIFICATION .....</b>	<b>40</b>
18.1.	Independent Contractor; No Fiduciary Relationship .....	40
18.2.	Public Notice of Independent Status .....	40
18.3.	Manufacturer Warranties .....	40
18.4.	Indemnification .....	41
<b>19.</b>	<b>APPROVALS AND WAIVERS .....</b>	<b>41</b>
19.1.	No Guarantees or Waiver .....	41
19.2.	Requests for Waivers, Approvals or Consents .....	42
19.3.	Little Caesar's Reasonable Business Judgment .....	42
19.4.	Remedy for Non-Approval .....	42
19.5.	Atypical Modifications to System .....	42
<b>20.</b>	<b>NOTICES .....</b>	<b>42</b>
<b>21.</b>	<b>ENTIRE AGREEMENT; MODIFICATIONS.....</b>	<b>43</b>
21.1.	Entire Agreement .....	43
21.2.	Modification of Agreement Approved by Majority of Franchised Restaurants.....	43
<b>22.</b>	<b>SEVERABILITY AND CONSTRUCTION .....</b>	<b>43</b>
22.1.	Severability and Construction .....	43
22.2.	Survival of Modified Covenants .....	43
22.3.	Survival of Obligations After Expiration of Agreement.....	43
22.4.	Captions .....	43
22.5.	Affiliate Defined .....	44
22.6.	Time of the Essence .....	44
<b>23.</b>	<b>DISPUTE RESOLUTION; LIMITATION ON LEGAL RIGHTS.....</b>	<b>44</b>
23.1.	Choice of Law .....	44
23.2.	Venue .....	44
23.3.	Non-exclusivity of Remedy .....	44
23.4.	Right to Injunctive Relief .....	44
23.5.	WAIVER OF TRIAL BY JURY .....	44
23.6.	LIMITATION OF CLAIMS .....	44
23.7.	WAIVER OF PUNITIVE DAMAGES .....	44
23.8.	NO CLASS ACTIONS .....	45
23.9.	Costs and Legal Fees .....	45
<b>24.</b>	<b>ACKNOWLEDGMENTS AND REPRESENTATIONS .....</b>	<b>45</b>
24.1.	Recognition of Business Risks.....	45
24.2.	Receipt of Franchise Offering Materials.....	45
24.3.	Review of Franchise Offering Materials .....	45
24.4.	Uniformity of Agreements .....	46
24.5.	No False Statements .....	46
24.6.	No Conflicting Agreements .....	46
24.7.	No Other Beneficiaries .....	46
24.8.	Terrorist and Money Laundering Activities .....	46
<b>25.</b>	<b>AMENDMENT OF PRIOR AGREEMENTS.....</b>	<b>46</b>
25.1.	California Material Modification for California Restaurants Only .....	46
25.2.	Amendment of Prior Agreements.....	47

**Exhibits**

Exhibit A – Guarantee

Exhibit B – Ownership Information Form

Exhibit C – Data Sheet

## LITTLE CAESAR ENTERPRISES, INC.

### FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (“**Agreement**”) is made by and between **Little Caesar Enterprises, Inc.**, a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 (“**Little Caesar**”), and the individual(s) or company identified on the cover page (“**Franchisee**”).

#### RECITALS

A. Little Caesar, as the result of the expenditure of time, skill, effort, and money, has developed several restaurant concepts, each of which offers to the public a wide variety of pizza and related items.

B. Each restaurant concept includes technical information and expertise relating to the preparation and production of food products; the use of special spices, sauces, and pizza dough, all of which constitute trade secrets and are identified by the public with Little Caesar products; special recipes and menu items; prescribed exterior and interior design, décor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively, “**Operational Plans**”); all of which may be changed, improved, and further developed by Little Caesar from time to time.

C. Each restaurant concept will utilize Little Caesar’s Operational Plans, portions of which are the same or similar to the Operational Plans provided by Little Caesar to other restaurant concepts, and portions of which are used by Little Caesar only with the specific restaurant concept. The Operational Plans utilized by the specific restaurant concept to be licensed to Franchisee pursuant to this Agreement are hereinafter referred to as the “System.”

D. Little Caesar identifies its restaurant concepts by means of certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin (“**Marks**”) as are now or may hereinafter be designated by Little Caesar. Each restaurant concept will use certain Marks which are used only with that concept as well as share other such Marks with other restaurant concepts. The Marks to be utilized by the specific restaurant concept to be licensed to Franchisee pursuant to this Agreement are hereinafter referred to as “**Proprietary Marks**.”

E. Franchisee desires to enter into the business of operating a “Little Caesars” restaurant utilizing the System and using the Proprietary Marks, and wishes to enter into an agreement with Little Caesar for that purpose, and to receive the training and other assistance provided by Little Caesar in connection therewith.

F. Franchisee acknowledges that Little Caesar franchises and operates other restaurant businesses, some of whose products are similar to those to be offered pursuant to this Agreement.

G. Franchisee understands and acknowledges the importance of Little Caesar’s high standards of quality, cleanliness, appearance, and service and of Little Caesar’s proprietary products and ingredients (including without limitation spices, sauces, and dough), and the necessity of operating Franchisee’s business in conformity with Little Caesar’s standards and specifications.

The parties agree as follows:

#### 1. GRANT

**1.1. Franchise Grant.** Little Caesar hereby grants to Franchisee the right, and Franchisee accepts the obligation, to use the Proprietary Marks and System solely in connection with the operation of

a “Little Caesars” restaurant (“**Restaurant**”) at the Approved Location and any approved activities associated with the Restaurant.

**1.2. Location of Restaurant.** The Restaurant shall be operated only at a single location approved by Little Caesar (“**Approved Location**”). The exact street address of the Approved Location is shown on the cover page. If, at the time of Franchisee’s execution of this Agreement, a location for the Restaurant has not been approved by Little Caesar, Franchisee shall lease or acquire a location approved by Little Caesar within sixty (60) days after the execution of this Agreement and, upon Little Caesar’s approval, the address of the location shall be inserted on the cover page as the Approved Location. Any site selection assistance or approvals furnished by Little Caesar before or after executing this Agreement shall not be deemed to be a guarantee, assurance, or representation by Little Caesar that a Restaurant will be profitable or successful at the Approved Location. Franchisee shall not relocate the Restaurant from the Approved Location except in accordance with Section 6.8 below.

**1.3. Territorial Protection.** During the term of this Agreement, unless stated otherwise in an addendum to this Agreement and except as otherwise provided in Section 1.4, Little Caesar shall not establish or operate, or franchise others to establish or operate, a business using the Proprietary Marks and System at any location within the geographical area enclosed within a circle which: (a) is drawn around the Approved Location; (b) has the Approved Location at its center; and (c) has a radius of one (1) mile (“**Protected Territory**”). Notwithstanding the foregoing, if the Approved Location is within any of the five boroughs of the City of New York, New York, there is no Protected Territory.

**1.4. Exclusions from Territorial Protection.** Franchisee expressly acknowledges and agrees that, except as provided in Section 1.3, the franchise is non-exclusive. Little Caesar and any Little Caesar affiliate (as the term “**affiliate**” is defined in Section 22.5) retain the right, among others, in any manner and on any terms and conditions Little Caesar deems advisable, and without granting Franchisee any rights therein:

**1.4.1.** to own, acquire, establish, and/or operate, and license others to establish and operate, businesses using the Proprietary Marks and System (i) outside the Protected Territory, and (ii) inside the Protected Territory on food trucks and other mobile units and in arenas, sports stadiums, sports complexes, shopping malls, food courts, department stores, retail and convenience stores, gas stations, hotels, casinos, amusement parks, arcades, theaters, bowling centers, festivals, fairs, schools, colleges, national parks, state and local parks, public beaches, convention centers, conference centers, factories, hospitals, penal institutions, airports, train stations, public transit stations, cruise ship ports, turnpikes, military bases, government buildings, office complexes, high-rise apartment buildings, senior living facilities, Native American reservations, and other premises where the primary activity conducted at the premises is other than the retail sale of food prepared for immediate consumption (collectively, the outlets in clause (ii) are referred to as “**Non-Traditional Restaurants**”).

**1.4.2.** to own, acquire, establish and/or operate, and license others to establish and operate, other restaurant concepts now or hereinafter offered by Little Caesar, as well as businesses under proprietary marks other than the Proprietary Marks or other systems, whether such restaurant concepts or businesses are similar to or different from the Restaurant, at any location within or outside the Protected Territory; and

**1.4.3.** to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products under the Proprietary Marks or any other marks, at or from any location within the Protected Territory (except from a Little Caesars restaurant) or any location outside the Protected Territory.

**1.5. No Customer Exclusivity.** Franchisee expressly acknowledges that Franchisee has no exclusive rights with respect to customers (hereinafter for the sake of convenience referred to as “guests”) located in the Protected Territory or elsewhere. Subject to the System standards established by Little Caesar from time to time under Section 5, all Restaurants (regardless of ownership) may solicit and sell products to guests without regard to the guests’ geographic location.

**1.6. Delivery.** Little Caesar shall have the right to prescribe all matters relating to delivery of products to guests (“**Delivery**”), including, without limitation, the boundaries for Franchisee’s delivery area (which may or may not be the same area as the Protected Territory), the parties permitted to deliver the products, and the manner and form of distribution of any marketing, promotional or delivery materials. All Delivery orders shall be placed as directed by Little Caesar from time to time. Little Caesar may, in its discretion: (a) revoke Franchisee’s right to provide Delivery at any time, including as a result of Franchisee’s inability to provide Delivery in accordance with Little Caesar’s then-current standards; or (b) make adjustments to Franchisee’s provision of Delivery services (including, without limitation, the size of Franchisee’s delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

**1.7. Modifications to System.** Franchisee acknowledges that the System and the products and services offered by the Restaurant may be modified (such as, but not limited to, by the addition, deletion, and modification of menu items, operating procedures, technology, ingredients, recipes, products and services, trademarks and trade dress) from time to time by Little Caesar; and Franchisee agrees to comply, at its expense, with all such modifications, including without limitation the addition, replacement or renovation of equipment and technology systems, remodeling, redecoration, modifications to existing improvements, and structural changes.

## **2. TERM AND RENEWAL**

**2.1. Initial Term of Franchise.** Except as otherwise provided herein, the initial term of this Agreement shall expire at 11:59 p.m. on the date of the tenth (10<sup>th</sup>) anniversary of the Opening Date of the Restaurant. The “**Opening Date**” of the Restaurant shall be established by Little Caesar pursuant to Section 6.6 of this Agreement.

**2.2. Renewal Term of Franchise.** Franchisee may, at its option, renew this franchise for one renewal term of ten (10) years, provided that Franchisee satisfies the conditions set forth in this section. No later than twelve (12) months before the initial term expires, Franchisee shall notify Little Caesar in writing either that: (a) Franchisee wishes to renew and intends to satisfy the conditions in this section; or (b) Franchisee does not wish to renew and will close the Restaurant when the initial term expires. Failure to deliver the written notice required by the previous sentence will be deemed an election by Franchisee not to renew. If Franchisee elects to renew, Franchisee must satisfy the following prerequisites:

**2.2.1.** Franchisee shall have satisfied all monetary obligations owed by Franchisee to Little Caesar and its affiliates as of the time of giving notice of Franchisee’s election to renew and during the remainder of the initial term;

**2.2.2.** Franchisee shall not be in default, either at the time of giving notice of Franchisee’s election to renew or during the remainder of the initial term, of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Little Caesar or its affiliates, and in the judgment of Little Caesar, Franchisee must have substantially and timely complied with all of the terms, conditions, and obligations of the agreements during the terms thereof (including payment obligations, minimum marketing requirements, and Little Caesar’s operating standards as set forth in the Manuals, as defined in Section 4.3, or otherwise in writing);

**2.2.3.** Franchisee must be on good terms with Little Caesar, including but not limited to having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with Little Caesar;

**2.2.4.** Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Approved Location for the duration of the renewal term, or shall obtain Little Caesar's approval of a new location, in accordance with Section 6.8, within any Protected Territory granted by this Agreement, provided, however, that the Protected Territory, if any, created pursuant to Section 1.3 for the new Approved Location shall not conflict with any protected territory of any other Little Caesars Restaurant, regardless of whether that Restaurant is owned by a franchisee or Little Caesar or an affiliate;

**2.2.5.** If Franchisee intends to remain at the Approved Location, Franchisee shall renovate and modernize the Restaurant to conform to the then-current standards and image of the System, including, without limitation, renovation, replacement, or installation of signs, furnishings, fixtures, equipment, point-of-sale (POS) systems, information technology devices, and décor. Franchisee shall complete the renovation and modernization before the end of the initial term or obtain Little Caesar's approval of arrangements to complete the work on a schedule satisfactory to Little Caesar;

**2.2.6.** Franchisee shall sign Little Caesar's then-current form of renewal franchise agreement, if requested by Little Caesar. The executed renewal franchise agreement shall supersede this Agreement in all respects, and its terms may differ from the terms hereof and be less advantageous to Franchisee, except that no initial franchise fee shall be payable by Franchisee;

**2.2.7.** Franchisee and all guarantors and owners of Franchisee shall sign a general release, in a form satisfactory to Little Caesar, of any and all claims which any of them may have against Little Caesar, its affiliates, and their respective shareholders, directors, officers, employees and agents, including without limitation, claims arising under federal, state, and local laws and regulations;

**2.2.8.** Franchisee shall be current with respect to its obligations to its lessor, suppliers, and any other third parties with whom Franchisee does business; and

**2.2.9.** Franchisee shall have paid Little Caesar a renewal fee of Five Thousand Dollars (\$5,000).

**2.3. Holdover after Expiration.** Franchisee acknowledges that if Franchisee elects not to renew, or if Little Caesar determines that Franchisee has not met the conditions for renewal in Section 2.2, and Little Caesar does not exercise the option to purchase in Section 2.4, Franchisee must cease operation at the Approved Location when the initial term expires. If Franchisee continues to operate at the Approved Location after the initial term expires without electing and having satisfied all prerequisites for renewal, Little Caesar, without prejudice to the exercise of any other rights it may have, shall be entitled to liquidated damages in an amount equal to the average monthly royalty fees, advertising fees, and technology fees payable by Franchisee under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the expiration date, multiplied by thirty-six (36) months. Little Caesar will have the right to draft all liquidated damages from Franchisee's bank account, as provided in Section 3.5.

**2.4. Little Caesar's Option to Purchase Following Franchisee's Election Not to Renew or Failure to Qualify for Renewal.** If Franchisee (1) elects not to renew the franchise, or (2) has not timely notified Little Caesar of Franchisee's intention to renew as provided in Section 2.2, or (3) fails to satisfy the conditions in Section 2.2 for renewal of the franchise after giving notice of its intention to renew, Little Caesar will have the right, in its sole discretion, to purchase all of the assets related to the operation of the Restaurant upon expiration of the initial term, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, all free and clear of all liens and encumbrances, for \$5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Restaurant is located). If Little Caesar exercises the right to purchase the assets, Little Caesar will also have the right to acquire the occupancy rights for the Restaurant as provided in Sections 14.4.1 through 14.4.3. Little Caesar may give Franchisee written notice at any time before the expiration of the initial term of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights (subject to review of the fully-executed lease and any and all amendments, addenda and riders, etc.). Consistent with Little Caesar's rights hereunder, Franchisee shall not take any action to transfer, dispose of or encumber (or permit the same) any of the Restaurant assets

or any agreement affecting the occupancy of the Restaurant. Unless Franchisee transfers the Restaurant to another LITTLE CAESARS franchisee before the expiration of the initial term in a transaction approved by Little Caesar under Section 12.2, the completion of the purchase by Little Caesar will proceed and Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Restaurant assets. This Section 2.4 is in addition to Little Caesar's other rights in this Agreement to acquire the Restaurant assets, including but not limited to Section 14.10.

**2.5. Little Caesar's Right to Acquire Assets for Unauthorized Business Closure During Term.** If: (1) Franchisee notifies Little Caesar that Franchisee intends to cease operating at the Approved Location; or (2) Franchisee ceases to conduct business at the Approved Location without Little Caesar's prior written consent, Little Caesar may elect not to terminate this Agreement for default and instead purchase all of the assets related to the operation of the Restaurant, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, for \$5,000 and may acquire the occupancy rights as provided in Sections 14.4.1 through 14.4.3. For purposes of this Section, Franchisee will be deemed to have ceased business at the Approved Location if Franchisee ceases to operate for a period of three (3) consecutive days. Within 45 days after Little Caesar learns of the cessation of business, Little Caesar will give Franchisee written notice of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights (subject to review of the fully-executed lease and any and all amendments, addenda and riders, etc.). Consistent with Little Caesar's rights hereunder, Franchisee shall not take any action to transfer, dispose of or encumber (or permit the same) any of the Restaurant assets or any agreement affecting the occupancy of the Restaurant. Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Restaurant assets. Upon closing of the purchase, this Agreement will terminate.

### **3. FEES**

**3.1. Franchise Fee.** Franchisee has paid or shall pay to Little Caesar the initial franchise fee set forth in the Data Sheet attached to this Agreement as **Exhibit C**, in a lump sum or as otherwise set forth in Exhibit C. The initial franchise fee is fully earned and non-refundable when paid, in consideration of administrative and other expenses incurred by Little Caesar in entering into this Agreement, and for Little Caesar's lost or deferred opportunity to enter into an Agreement with others.

**3.2. Royalty Fee.** During the term of this Agreement, Franchisee shall pay to Little Caesar a continuing royalty fee in an amount equal to the greater of (i) six percent (6%) of Gross Sales for each one (1) week period, or such other period as Little Caesar may specify from time to time, or (ii) Three Hundred Dollars (\$300) per each one (1) week period. "**Gross Sales**" means all revenue generated by the Restaurant through a purchase of products or services and all other income or consideration of every kind and nature received by the Restaurant, whether for cash or credit, and regardless of collection in the case of credit, including, without limitation, all delivery fees and other revenues associated with delivering and/or selling products or services off-premises to guests, and any proceeds from business interruption insurance. "Gross Sales" does not include any sales taxes or other taxes collected by Franchisee from its guests and thereafter paid directly to the appropriate taxing authority.

**3.3. Advertising Fee.** Franchisee shall make continuing expenditures and contributions to advertising and promotion as specified in Section 9 below.

**3.4. Additional Fees.** Franchisee may be required to pay other fees to Little Caesar (or to its affiliate, as directed by Little Caesar) instituted by Little Caesar from time to time with respect to new or revised products, services, facilities, technology, marketing methods, training programs, data security, and operations, including but not limited to fees to support portals, websites, mobile applications, digital transactions, Internet-connected equipment, social media, and other communications channels.

**3.5. Time and Manner of Payment; Late Fee.** The continuing royalty, advertising, and additional fees pursuant to Sections 3.2, 3.3, 3.4 and 9 are due weekly, or such other time period as Little Caesar may specify, in the manner prescribed by Little Caesar. Little Caesar shall have the right to require

Franchisee to pay such fees, the liquidated damages provided for in this Agreement, and all other amounts due to Little Caesar and/or its affiliates by electronic fund transfer, pre-authorized auto-draft arrangement (“EFT”), or such other methods as Little Caesar shall specify from time to time. Franchisee shall execute Little Caesar’s then-current EFT Authorization form. Little Caesar may initiate EFT payments without prior notice. Any payment not made to Little Caesar or its affiliates on or before the due date shall be deemed to be overdue; in such event, Little Caesar and its affiliates will have the right to draft from Franchisee’s bank account the overdue amount, together with Little Caesar’s or the affiliate’s then-current late fee for each unpaid obligation, plus interest on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law where the Restaurant is located, whichever is less, calculated on a daily basis. Franchisee shall also reimburse Little Caesar for any bank charges resulting from any dishonored check or other payment. If Franchisee’s weekly Gross Sales report required by Section 11.3 below is not received when due, (i) all payments owed by Franchisee for such time period shall be deemed overdue until such reports are received by Little Caesar, regardless of whether payment was actually made, and Franchisee shall be responsible for the applicable interest described in this Section 3.5; and (ii) Little Caesar will have the right to estimate Gross Sales and to draft from Franchisee’s bank account the estimated amount due for royalties, CAESAR FUND contributions, additional fees, and any other charges. Upon receipt of the delinquent Gross Sales report, Little Caesar will reconcile any difference between the estimated amount and the actual royalties, CAESAR FUND contributions, additional fees and other charges due for the period. Little Caesar’s entitlement to late fees and interest under this Section 3.5 shall be in addition to any other remedies Little Caesar or the applicable affiliate may have.

**3.6. Reimbursement of Monies Paid on Behalf of Franchisee.** Franchisee shall pay to Little Caesar, within ten (10) days of any written request by Little Caesar which is accompanied by substantiating material, any monies which Little Caesar has paid, or has become obligated to pay, on behalf of Franchisee, by consent or otherwise under this Agreement.

**3.7. No Set-off; Application of Payments; Refundability.** Franchisee’s obligations for the full and timely payment of the fees described in this Agreement are absolute and unconditional. Franchisee must not delay or withhold the payment of all or part of those fees based on the alleged non-performance by Little Caesar or for any other reason or put the fees in escrow or setoff against any claims Franchisee may allege against Little Caesar. Little Caesar may apply any payments received from Franchisee for royalty, advertising fees, additional fees, purchases from Little Caesar or its affiliates, interest, late charges, or any other obligation of Franchisee to Little Caesar or its affiliates to the obligation and in the manner chosen by Little Caesar, regardless of any other designation by Franchisee. Payment of all fees, contributions and other amounts will be deemed fully earned and nonrefundable on payment.

#### **4. DUTIES OF LITTLE CAESAR**

**4.1. Furnishing Prototype Plans.** Little Caesar shall make available, at no charge to Franchisee, prototype plans and specifications for the construction of a Restaurant, including exterior and interior design and layout.

**4.2. Site Selection Assistance.** Little Caesar shall offer such assistance to Franchisee as Little Caesar deems appropriate in selecting a site for the Approved Location. Franchisee acknowledges that: (a) the location, selection, procurement and development of a site for the Restaurant are Franchisee’s responsibility; (b) Franchisee’s acceptance of the Approved Location was, or will be, based on Franchisee’s own independent investigation of the site’s suitability for the Restaurant; and (c) Little Caesar will not be responsible if the Restaurant fails to meet Franchisee’s expectations as to revenue or other criteria. Franchisee acknowledges that Little Caesar has relied, or will rely, on Franchisee’s knowledge of the local real estate market and Franchisee’s ability to find a suitable site for the Restaurant.

**4.3. Loan of Confidential Manuals.** In order to protect the reputation and goodwill of Little Caesar, to maintain the standards of the products, services, programs, and operations offered and sold under Little Caesar’s Proprietary Marks, and to promote the goodwill of all Restaurants and the System, Little Caesar has prepared an Operational Resource Guide (ORG), marketing manual, and other manuals

and materials, all of which are considered confidential (collectively, the “**Manuals**”). Little Caesar shall loan one copy of the Manuals to Franchisee during the term of this Agreement or, in the alternative, provide Franchisee with electronic access to the Manuals. The Manuals may be in multiple parts and in various media. Franchisee acknowledges and agrees that Little Caesar has the right to revise the Manuals to incorporate System changes. Franchisee shall promptly implement any System changes upon receipt of notice thereof from Little Caesar and shall complete their implementation within such time as Little Caesar may specify.

**4.4. Training.** Little Caesar shall offer at the time(s) and location(s) selected by it a pre-opening training program to Franchisee and to those employees of Franchisee whom Little Caesar deems appropriate. During the term of this Agreement, at the time(s) and location(s) selected by Little Caesar, Little Caesar shall make available such other required and optional training programs as Little Caesar deems necessary and appropriate.

**4.5. Marketing, Management, and Operational Assistance.** Little Caesar shall provide such initial and continuing advice and assistance to Franchisee in the marketing, management, and operation of the Restaurant as Little Caesar deems appropriate, at the time(s) and in the manner determined by Little Caesar. In the event that Franchisee requests assistance in addition to that customarily furnished by Little Caesar to its franchisees, and Little Caesar chooses to furnish such assistance, Little Caesar shall have the option to impose a fee, plus expenses, for providing such assistance. Franchisee acknowledges that it is not Little Caesar’s responsibility or duty to operate the Restaurant and that Little Caesar does not have the legal right or authority to direct Franchisee’s employees in the operation of the Restaurant.

**4.6. Inspections and Evaluations.** Little Caesar shall conduct, when and as frequently as it deems appropriate, without notice to Franchisee, inspections of Franchisee’s business premises and evaluations of the Restaurant management and operations, in order to assist Franchisee and to maintain the System’s standards. Little Caesar may use designated agents, representatives, and outside consultants and vendors (including “mystery” or “secret” shoppers) to conduct such inspections, who shall have the right to take photographs, take video, remove samples of products, interview employees and guests, and inspect books, records, POS system data, and other documents and data relating to the operation of the Restaurant. Franchisee shall fully cooperate with such representatives during any such inspection.

**4.7. Franchisee Advisory Committees.** Little Caesar may establish, from time to time, committees of franchisees to advise Little Caesar on various matters involving the System. Franchisee will be eligible to participate on such committees only if Franchisee has been a franchisee-in-good-standing throughout the six month period before being selected by Little Caesar to serve on the committee. In order to be a franchisee-in-good-standing, Franchisee must be: (a) current in all obligations to Little Caesar and its affiliates; (b) operating in accordance with all requirements of the Franchise Agreement or the System, including without limitation, requirements relating to quality, cleanliness and service; (c) on good terms with Little Caesar, including but not limited to having a good working relationship for day-to-day operations; and (d) not in litigation or other adversarial legal proceedings with Little Caesar. Little Caesar reserves the right to remove Franchisee from any committee at any time. While serving on a committee, Franchisee shall abide by any rules established by Little Caesar or the committee.

**4.8. Relationship to Other Little Caesar Businesses.** In fulfilling its obligations to Franchisee, and in conducting any activities or exercising any rights pursuant to this Agreement, Little Caesar (and its affiliates) shall have the right: (i) to take into account, as it sees fit, the effect on, and the interests of, other restaurants in which Little Caesar has an interest, and on Little Caesar’s (and its affiliates’) own activities; (ii) to share market and product research, and other proprietary and non-proprietary business information, with other restaurants in which Little Caesar has an interest, or with Little Caesar’s affiliates; and/or (iii) to introduce products or operational equipment used by the System into other franchised systems in which Little Caesar has an interest, and to allocate new products and/or developments between and among systems, and/or Little Caesar’s affiliates, as Little Caesar sees fit. Franchisee understands and agrees that all obligations of Little Caesar under this Agreement are subject to this Section 4.8, and that nothing in this Section 4.8 shall affect in any way Franchisee’s obligations under this Agreement.



## 5. DUTIES OF FRANCHISEE

**5.1. Importance of Compliance with System Standards.** Franchisee understands and acknowledges that every detail of the System and the Restaurant is essential to Franchisee, Little Caesar, and other System franchisees in order to (i) develop and maintain quality and Little Caesar's operating standards, (ii) increase the demand for the products and services sold by all franchisees operating under the System, and (iii) protect Little Caesar's reputation and goodwill. Franchisee shall maintain Little Caesar's high standards with respect to facilities, services, products, and operations. The obligations of Franchisee under this Agreement shall also apply to affiliates and owners of Franchisee.

**5.2. Use of Restaurant Premises.** Franchisee shall use and occupy the Restaurant premises solely for the operation of the business franchised hereunder, shall refrain from using or permitting the use of the premises for any other purpose or activity; and shall keep the Restaurant open and in normal operation for at least such minimum hours and days as Little Caesar may specify in the Manuals or otherwise in writing, and as may be required by the lease for the Restaurant premises. For each day (or portion of a day) that Franchisee is in default of any of these obligations, Franchisee agrees to pay Little Caesar liquidated damages in an amount specified in the Manuals, as a reasonable estimate of the damages suffered by Little Caesar.

**5.3. Conformance to System Standards.** To insure that the highest degree of quality and service is maintained, Franchisee shall operate the Restaurant in strict conformity with such methods, standards, procedures, and specifications as Little Caesar may from time to time prescribe in the Manuals or otherwise in writing. Franchisee shall refrain from (a) deviating from such methods, standards, procedures, and specifications without Little Caesar's prior written consent, and (b) otherwise operating in any manner which reflects adversely on the Proprietary Marks or the System. Among other things:

**5.3.1.** Franchisee shall maintain in sufficient supply, and use at all times, only such products, equipment, technology, materials, signs, menu items, ingredients, supplies, and paper goods, as conform to Little Caesar's standards and specifications; and shall refrain from using non-conforming items;

**5.3.2.** Franchisee shall sell or offer for sale only such products and services as (a) meet Little Caesar's standards of quality, (b) have been expressly approved in writing by Little Caesar, and (c) have been prepared, packaged, and/or conducted in accordance with the methods and techniques prescribed by Little Caesar. Franchisee shall sell or offer for sale all products and services required by Little Caesar in the Manuals or otherwise in writing as being part of the System. Franchisee shall not deviate from Little Caesar's methods, standards, procedures, and specifications regarding, without limitation, ingredients, recipes, methods of preparation and service, holding times, and weight and quality of products served. Franchisee shall discontinue selling and offering for sale any products or services which Little Caesar disapproves in writing at any time.

**5.3.3.** Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, technology, decor, signs, and other items as Little Caesar may direct from time to time in the Manuals or otherwise in writing; and shall refrain from installing or permitting to be installed on or about the Restaurant premises, any fixtures, furnishings, equipment, technology, decor, signs, or other items not previously approved as meeting Little Caesar's standards and specifications.

**5.4. Approved Suppliers.** Franchisee shall purchase all current and future products, ingredients, equipment, supplies, and materials used or sold by the Restaurant (including without limitation the proprietary Little Caesars spice blend, dough mix and vegetable seasonings) solely from Little Caesar's affiliate, Blue Line Foodservice Distribution, Inc. ("**Blue Line**"), or from such other entity as Little Caesar designates in writing.

**5.4.1.** Franchisee agrees to pay Blue Line directly for all purchases from Blue Line. Franchisee's purchases from Blue Line or other entities will be at the price in effect at that time. Franchisee acknowledges and agrees that Blue Line has the right to change its prices from time to time without notice. Franchisee agrees to pay Blue Line in accordance with Blue Line's then-current payment terms and

conditions, which may include a security deposit and/or pre-payment conditions. Franchisee acknowledges and agrees that if Franchisee fails to make any payment required under this Agreement in full to Little Caesar, Blue Line, or their affiliates when due under this Agreement, Little Caesar and Blue Line reserve the right, among other remedies, to (a) suspend or refuse shipment to Franchisee of additional Blue Line products until such payment has been made in full; (b) require payment for any or all future shipments of Blue Line products to be made on a cash-on-delivery (COD) basis; and/or (c) require Franchisee to post a security deposit for future shipments.

**5.4.2.** Notwithstanding Section 5.4.1 above, Franchisee shall purchase all beverage products from the supplier(s) or source(s) that Little Caesar designates in the Manuals or otherwise in writing.

**5.4.3.** Franchisee acknowledges that Little Caesar and/or its affiliates may make a profit on goods, products and/or services sold to Franchisee, and that such profit may vary from time-to-time. Franchisee also acknowledges that Little Caesar and/or its affiliates may receive consideration from suppliers and/or manufacturers with respect to sales of goods, products or services to Franchisee or in consideration of services rendered or rights licensed to such person. The consideration may or may not be related to services performed by Little Caesar and/or its affiliates. Subject to applicable law, Little Caesar and its affiliates will be entitled to retain such profits and/or consideration.

**5.5. Maintenance of Restaurant Premises.** Franchisee shall maintain the Restaurant premises and adjacent public areas in a clean, orderly, and excellent condition and in excellent appearance to the public. Franchisee shall, at its expense, make such additions, alterations, repairs, and replacements as may be required for that purpose (but no others without Little Caesar's prior written consent), including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as Little Caesar may direct by written notice to Franchisee. Franchisee shall complete all work specified in the notice within thirty (30) days after receipt of such notice.

**5.6. Refurbishing the Restaurant.** Franchisee shall refurbish the Restaurant premises, at Franchisee's expense, within six (6) months after receipt of written notice from Little Caesar that refurbishment is necessary to maintain or improve the appearance and efficient operation of the Restaurant, to increase its sale potential, or to conform to the then-current public image of Little Caesars Restaurants, as determined by Little Caesar. Refurbishment may affect building design, trade dress, color schemes, and presentation of the Proprietary Marks and may require, among other things, structural changes, replacement or renovation of fixtures and furnishings; interior and exterior remodeling and redecoration; installation of new equipment; technology additions and upgrades; resurfacing of parking areas; and modifications to existing improvements. Little Caesar may not request refurbishment sooner than five (5) years from the Opening Date or from the last full refurbishment of the Restaurant, nor during the last twelve (12) months of the term except in connection with renewal of the franchise under Section 2.2. Franchisee shall not be obligated to spend more than One Hundred Thousand Dollars (\$100,000) for a refurbishment. The refurbishment obligation in this section is separate from and does not limit any other obligations of Franchisee in this Agreement (including the obligations in Section 5.5 and the Required Technology and Required Software obligations in Section 5.18) or any requirements of Franchisee's lease for the Restaurant.

**5.7. Access to Restaurant.** Franchisee shall grant Little Caesar and its agents entry during normal business hours to the Restaurant for the purpose of conducting inspections throughout the premises, reviewing operations, accessing and reviewing physical and digital business records, taking a physical inventory of assets, and testing products. Franchisee agrees to cooperate with Little Caesar's representatives in such inspections and testing by rendering such assistance as they may request. Upon written notice from Little Caesar or its agents, and without limiting Little Caesar's other rights hereunder, Franchisee shall promptly correct any deficiencies discovered during any such inspection. Inspections will be conducted at Little Caesar's expense, unless Little Caesar is making a follow-up inspection in connection with deficiencies noted in a previous inspection, in which case Little Caesar will have the right to invoice Franchisee for the reasonable costs of the follow-up inspection, including travel expenses, meals, lodging, and compensation of Little Caesar's representatives.

**5.8. Franchisee Training.** Prior to the opening of the Restaurant, Franchisee (or, if Franchisee is a corporation or other entity, an owner of Franchisee acceptable to Little Caesar) and those employees of Franchisee specified by Little Caesar shall attend and complete, to Little Caesar's satisfaction, the pre-opening training program offered by Little Caesar.

**5.8.1.** Little Caesar shall provide training instructors, a training manual, and other materials without charge; and Franchisee shall be responsible for any and all other expenses incurred by its trainees during the pre-opening training program, including without limitation the costs of transportation, lodging, meals, and any wages.

**5.8.2.** If, at any time during the term of this Agreement, Franchisee chooses to send additional employees for the pre-opening training program (with Little Caesar's prior consent), Franchisee shall pay Little Caesar a fee to be determined by Little Caesar, which fee shall not exceed Five Hundred Dollars (\$500) for each attendee.

**5.8.3.** Little Caesar shall have the right to terminate this Agreement under Section 13.2 if, at any time during the pre-opening training program, Little Caesar concludes (in its sole judgment) that any person required to attend the pre-opening training program does not appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or this Agreement.

**5.8.4.** Franchisee and any employees of Franchisee designated by Little Caesar also shall attend such additional training programs as Little Caesar may require from time to time and at any time. Little Caesar shall not charge any fees for those attending required additional training programs, but may charge a fee for optional training. Franchisee shall be responsible for any and all other expenses incurred by its trainees in connection with additional training programs, including without limitation the costs of transportation, lodging, meals, and any wages. Franchisee acknowledges and agrees that no compensation or other benefits will be paid to Franchisee, its owners, managers or employees for any services performed by Franchisee or its owners, managers or employees during training at any Restaurant operated by Little Caesar or any other person. Franchisee assumes all responsibility for any injuries sustained by Franchisee, its owners, managers or employees while attending training.

**5.9. Franchisee's Employees.** Franchisee is solely responsible for all employment decisions of the Restaurant, including, without limitation, those related to recruiting, screening, hiring, firing, scheduling, training (other than the training in Section 5.8), remuneration, benefits, personnel policies, record keeping, supervision, safety, security, and discipline of all workers. Any information Little Caesar provides about employment matters, whether voluntarily or in response to Franchisee's request, and whether directly or by means of any technology tools, is a recommendation only and not intended to exercise control over Franchisee's employees, their wages, hours or working conditions, or the means and manner by which they carry out their duties. Little Caesar acknowledges that Little Caesar does not have authority to exercise control over the means or manner in which Franchisee operates the Restaurant, except as provided in this Agreement for the preservation of the goodwill associated with the Proprietary Marks. All Restaurant operations will be determined by Franchisee in its own judgment, subject only to legal requirements, the terms of this Agreement, and the standards, procedures, and policies Little Caesar prescribes for the preservation of the goodwill associated with the Proprietary Marks. Franchisee shall take such steps as are necessary to ensure that its employees (i) are trained in product preparation; preserve good guest relations; render competent, prompt, courteous, and knowledgeable service; and meet required governmental health standards; and (ii) do not violate the provisions of this Agreement relating to the use of electronic media by Franchisee, including, but not limited to, Little Caesar's policies prohibiting the posting of any information relating to Little Caesar, the System, the Proprietary Marks, or the Restaurant without Little Caesar's prior written approval. Franchisee shall clearly inform all workers, before hiring and periodically thereafter, that Franchisee, and not Little Caesar, is their employer and that Little Caesar does not assume and will not accept any employer, co-employer or joint employer obligations. Franchisee agrees to indemnify Little Caesar, as provided in Section 18.4, against any claim that Little Caesar is the employer, co-employer, or joint employer of Franchisee or its owners or workers.

**5.10. Franchisee Lease Provisions.** Franchisee shall comply with all terms of its lease and shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of or to renew the lease for the Restaurant premises. Franchisee shall, prior to the execution of any lease or renewal lease, submit it to Little Caesar for its written approval. Little Caesar's approval, which shall not be deemed to be an endorsement of the legal or business terms of the lease, may be conditioned upon the inclusion of any one or more the following terms and conditions:

**5.10.1.** That the initial term of the lease, or the initial term together with renewal terms, shall be for at least ten (10) years;

**5.10.2.** That the lessor consents to Franchisee's use of such Proprietary Marks and signage as Little Caesar may now or hereinafter prescribe for the Restaurant;

**5.10.3.** That the use of the leased premises be restricted solely to the operation of the Restaurant;

**5.10.4.** That Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Little Caesar's prior written consent;

**5.10.5.** That the lessor will furnish to Little Caesar written notice specifying any default by Franchisee and the method of curing any such default under the lease, and shall allow Little Caesar thirty (30) days after receipt thereof to cure such defaults on behalf of Franchisee (except that if the default involves non-payment of rent, Little Caesar shall have fifteen (15) days from receipt of such notice to cure the default);

**5.10.6.** That Little Caesar have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default by Franchisee under this Agreement or under the lease or sublease;

**5.10.7.** That, in the event of a default, expiration, or termination of this Agreement or the lease, Little Caesar (or Little Caesar's designee) shall have the option, upon notice to the lessor, to assume all of Franchisee's rights under the lease terms, including if applicable the right to assign or sublease; and

**5.10.8.** That no amendment to the lease may be made without Little Caesar's prior written consent.

**5.11. Furnishing Lease to Little Caesar.** Franchisee shall furnish Little Caesar with a copy of any executed lease or amendment within ten (10) days after execution thereof.

**5.12. Pricing.** To the extent permitted by applicable law, Little Caesar has the right to establish maximum and/or minimum prices that Franchisee must follow for products and services. Little Caesar may also provide suggested prices that Franchisee is not required to follow. In the case of suggested prices, Franchisee is responsible for any additional costs incurred by Franchisee or Little Caesar to produce marketing and promotional materials for Franchisee containing prices deviating from those suggested by Little Caesar.

**5.13. Promotional Activities.** Franchisee must participate in and comply with the terms of any promotional activities that Little Caesar prescribes for Little Caesars Restaurants generally or in specific geographic areas. Franchisee must display promotional signs and materials and otherwise participate in the manner Little Caesar requests. Franchisee acknowledges that these activities may include special offer, limited time offer, coupon, free giveaway, and other pricing promotions and that the featured price(s) may be less than Franchisee's cost for the promoted item(s). Franchisee agrees to participate in any and all gift card programs, gift cards and money card (E-card) programs, fundraisers, loyalty programs, frequency card programs, or other programs specified by Little Caesar, and to honor all such programs prescribed by Little Caesar (which may include cards issued by a third party designated by Little Caesar). The coupons,

cards and programs referenced in this paragraph may be in physical, electronic, digital, virtual or any other form.

**5.14. Compliance with Governmental Requirements.** Franchisee must meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, including but not limited to OSHA, USDA and other food safety regulations, labor laws, and laws governing telephonic and electronic communications. Franchisee shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Restaurant, including without limitation licenses to do business, fictitious name registrations, sales tax permits, certificates of occupancy, and fire clearances. Franchisee shall notify Little Caesar by telephone and email within twenty-four (24) hours after receipt of any notice alleging a possible health or safety problem, and also shall furnish to Little Caesar, within three (3) days after receipt thereof, a copy of any notice alleging non-compliance with the requirements of this Section.

**5.15. Notification of Legal Proceedings.** Franchisee must notify Little Caesar in writing within five (5) days of the commencement of any action, suit, notice of violation, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Restaurant.

**5.16. Attendance at Meetings, Seminars and Conferences.** Franchisee, an owner of Franchisee, or an individual designated by Franchisee and approved by Little Caesar pursuant to Section 15.1, at Franchisee's expense, must attend all meetings, seminars and conferences Little Caesar may specify as mandatory, including, without limitation, all DMA or other marketing area meetings for the marketing area in which the Restaurant is located; all meetings related to new products or product preparation procedures, new System programs, new operations procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics; and annual conferences. If none of Franchisee, an owner of Franchisee, or an individual designated by Franchisee and approved by Little Caesar pursuant to Section 15.1 is able to attend a required meeting, seminar or conference, Franchisee must so notify Little Caesar before the meeting, seminar or conference and must cause a substitute person from Franchisee's operations to attend and represent Franchisee at the meeting, seminar or conference. If none of Franchisee, an owner of Franchisee, or an individual designated by Franchisee attends a required meeting, seminar or conference, Little Caesar reserves the right to charge Franchisee a non-attendance fee. If the principal owner of Franchisee is new to the Little Caesars franchise system at the time of signing this Agreement, Little Caesar will collect a deposit of \$2,500 (the "**Conference Fee Deposit**") from Franchisee in each of the first three (3) years of this Agreement. The Conference Fee Deposit will be charged per Little Caesar-assigned franchise number (i.e., one deposit for all Restaurants under the same franchise number, regardless of the number of Restaurants under that number) and will be collected by EFT in the first quarter of the calendar year. If Franchisee's principal owner attends that year's annual conference of Little Caesars Restaurant franchise owners (the "**Annual Conference**"), Little Caesar will refund the entire Conference Fee Deposit within 30 days after the Annual Conference ends. If Franchisee's principal owner does not attend the Annual Conference, Little Caesar will have the right to retain the Conference Fee Deposit for use as Little Caesar sees fit.

**5.17. System Developments.** If Franchisee or any of its guarantors, owners, employees, contractors, agents, suppliers, or anyone else involved and/or working with Franchisee in the Restaurant develops any new concept, advertising idea, promotional concept, product, process, improvement, slogan, or technology (including without limitation any hardware, software, texting system, accounting system, inventory tracking system, or electronic menu board) (collectively, "**New Developments**") for use in the operation or promotion of the Restaurant, Franchisee must promptly notify Little Caesar and provide Little Caesar with all necessary related information, without compensation. Franchisee and its guarantors, owners, employees, contractors, agents, suppliers, or anyone else involved and/or working with Franchisee in the Restaurant acknowledge and agree that any such New Developments are the property solely of Little Caesar. At Little Caesar's request, Franchisee will sign and cause all persons involved to sign all documents deemed necessary by Little Caesar to evidence the assignment of any New Developments to Little Caesar. Franchisee acknowledges and agrees that Little Caesar may use this information and disclose and/or license the information for use by others. Franchisee must not introduce any New Developments or any

additions or modifications of or to the System into the Restaurant without the prior written consent of Little Caesar.

## **5.18. Technology Requirements.**

**5.18.1.** Little Caesar shall have the right to specify or require that certain brands, types, makes, and/or models of communications equipment, computer systems, Internet-connected devices, and hardware be used by Franchisee, including without limitation: (a) back office and point of sale systems; (b) audio/visual equipment; (c) electronic payment devices, printers, and other peripheral hardware; (d) food preparation and holding equipment; (e) mobile devices; (f) archival back-up systems; (g) network connectivity devices; and (h) physical, electronic, and other security systems (collectively, the “**Required Technology**”). Franchisee shall purchase or lease, install, and thereafter maintain, the Required Technology.

**5.18.2.** Little Caesar shall have the right, but not the obligation, to develop or have developed for it, or to designate: (a) software applications that Franchisee must use in connection with the Required Technology (the “**Required Software**”); (b) updates, supplements, modifications, or enhancements to the Required Software; (c) the tangible and digital media upon which Franchisee shall record data; and (d) the database file structures to be used. Franchisee must subscribe to or install the Required Software at Franchisee’s own expense, within the time required by Little Caesar, and (if applicable) under the terms arranged by Little Caesar with providers of the Required Software.

**5.18.3.** Little Caesar may, from time-to-time, specify in the Manuals (or otherwise in writing) the information that Franchisee must collect and maintain by means of the Required Technology. Little Caesar shall have the right at any time to remotely retrieve and use data and information from the Required Technology and Required Software, as Little Caesar deems necessary or desirable.

**5.18.4.** Franchisee agrees to sign any standard license agreement or user agreement that may be required to use a system that Little Caesar specifies. Franchisee agrees, at its own expense, to keep the Required Technology in good maintenance and repair, to purchase a support contract, and to install or subscribe to such additions, changes, modifications, substitutions, and/or replacements to the Required Technology or Required Software as Little Caesar directs from time to time in writing. Franchisee agrees that its compliance with this Section shall be at Franchisee’s sole cost and expense.

**5.18.5.** Franchisee acknowledges that technology is dynamic and changes are not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes in technological needs and opportunities, Franchisee agrees that Little Caesar shall have the right to establish, in writing, new and revised standards and specifications for the Required Technology and Required Software, and Franchisee expressly agrees to strictly comply with any such changes in accordance with Little Caesar’s announcements of such changes.

**5.19. Payment Systems.** Franchisee agrees to honor all credit, charge, courtesy or cash cards or other credit devices, mobile payment systems, and digital coupons required or approved by Little Caesar in writing. Franchisee shall comply with all Little Caesar policies regarding acceptance of payment by credit and/or debit cards, mobile payment systems, and digital coupons, including, for example, approved merchant processors, minimum purchase requirements, and/or surcharges for use of a card. Franchisee acknowledges that payment systems may require Franchisee to obtain new merchant processors, hardware, software, equipment and training at Franchisee’s expense.

**5.20. Data Ownership.** As between the parties, Little Caesar exclusively owns and reserves all right, title and interest in all LCE Data (defined below) during the term of, and following termination or expiration of, this Agreement, and Little Caesar will have the right to use, copy, record, distribute, reproduce, disclose, sell, re-sell, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, the LCE Data in any manner and in any means or medium (now or hereinafter existing) that Little Caesar deems appropriate, without compensation to Franchisee. “**LCE Data**” means data and information (i) provided by or on behalf of

Franchisee to Little Caesar, (ii) uploaded to Little Caesar's or its agents' system from Franchisee's or its agents' systems, (iii) downloaded to Franchisee's or its agents' systems from Little Caesar's or its agents' system, (iv) all other data created or collected by Franchisee in connection with the System, or, except as set forth below, in connection with Franchisee's operation of the Restaurant (including but not limited to consumer and transaction data); and (v) all derivations of and other data and information created or generated by or on behalf of Little Caesar using the data and information set forth in clauses (i)-(iv). Copies and/or originals of LCE Data must be provided to Little Caesar upon Little Caesar's request. Subject to the terms and conditions herein, Little Caesar hereby grants a limited, non-exclusive, revocable license to Franchisee to use LCE Data solely for the term of this Agreement and solely in connection with the establishment and operation of the Restaurant pursuant to this Agreement. Little Caesar reserves the right to charge Franchisee fees and other amounts in connection with the license to LCE Data granted in this Section 5.20 and otherwise in connection for data or information provided to Franchisee. Notwithstanding the above and unless otherwise agreed in writing between Little Caesar and Franchisee, any guest information that Franchisee collects in-store independently of the System, such as for Franchisee-created loyalty programs and other instances where guest information is not uploaded to or otherwise processed by the Little Caesar system, and information regarding Franchisee personnel (collectively, "**Franchisee Data**") shall, as between the Parties, remain the property of the Franchisee. For avoidance of doubt, Franchisee shall not be permitted to (and shall not permit third parties to) establish, offer, operate, or otherwise provide a loyalty program or otherwise establish or operate channels or functions for collection, use or other processing of Franchisee Data, unless approved in each instance by Little Caesar in writing and subject to such additional terms as Little Caesar may require. Franchisee shall be solely liable and responsible for any loyalty program or other independent collection, use and/or processing of Franchisee Data carried out by or on behalf of Franchisee independent of the System, and agrees to indemnify and hold Little Caesar harmless as provided in Section 18.4 for any third party claims and all losses, damages, liabilities (including attorneys' fees) in connection with such independently-managed collection, use, and/or processing of Franchisee Data.

**5.21. Data Security and Breach Notification.** Taking into account the nature, scope, context and purposes of processing data, Franchisee agrees to install and maintain appropriate technical and organizational security measures to (i) comply with applicable data protection laws, and (ii) protect data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed, which shall be no less stringent than generally accepted industry-standard security measures. Without limiting the foregoing, Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (PCI-DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI-DSS audits as and when required by the standards. Franchisee agrees to make available all relevant records, audits, assessments, logs, files, reports or other materials necessary to demonstrate compliance with applicable security standards, including without limitation PCI-DSS compliance. Franchisee acknowledges that compliance with PCI-DSS is a minimum requirement, that compliance does not guarantee that no security breach will occur, and that any losses or expenses incurred by Little Caesar as a result of a security breach will be subject to indemnification under Section 18.4. Franchisee shall reimburse Little Caesar for all costs and expenses incurred by Little Caesar and its affiliates associated with an actual or suspected security breach, including but not limited to: (i) security breach notification costs (including any costs of credit monitoring) using the form of notification approved by Little Caesar; (ii) security breach investigation and remediation costs; (iii) all fines, penalties and settlements related to or arising from the security breach; and (iv) related attorney's fees, all of which the Parties agree shall be deemed direct damages. In the event of a known or suspected security breach, Franchisee agrees to notify Little Caesar without undue delay (but in no event later than 48 hours after first suspecting or becoming aware of such breach, unless otherwise prohibited by applicable law) and to comply with applicable laws. Following Franchisee's notification to Little Caesar of a security breach, Franchisee agrees to cooperate with any instructions from Little Caesar regarding the security breach, including without limitation: (i) assisting with any investigation; (ii) providing Little Caesar physical access to facilities, systems, and operations affected; (iii) facilitating interviews with Franchisee's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials necessary to comply with applicable law, industry standards or as otherwise

required by Little Caesar. Franchisee, at its sole cost and expense, shall use best efforts to immediately remedy any security breach and prevent any further security breach in accordance with Data Protection Laws (as defined in Section 5.22). Little Caesar may offer to Franchisee, and if offered Franchisee must purchase from Little Caesar or its affiliate, a package of services for internet access, PCI/DSS compliance and data security.

## **5.22. Privacy.**

### **5.22.1. Definitions.** In this Section:

“**CCPA**” means the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020), and any regulations and guidance promulgated thereunder.

“**Consumer**” means “consumer,” “data subject,” or other similar terms defined under Data Protection Laws.

“**Data Protection Laws**” means, collectively, all applicable laws, ordinances, rules, regulations (including industry self-regulation), guidelines, and standards (e.g., PCI-DSS) relating to privacy and data protection, cybersecurity, breach notification, consumer protection, and otherwise pertaining to the collection, use, disclosure, integrity, security, transfer, or other processing of Personal Information (as defined below).

“**Deidentified Data**” means “De-identified Data” or data that has been “Deidentified” as those terms are defined in Data Protection Laws. In the absence of such definitions, “Deidentified Data” shall mean information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Consumer or a device linked to a particular Consumer.

“**Franchisor Personal Information**” means any LCE Data that constitutes “Personal Information.”

“**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device, and includes, but is not limited to, information that is defined or protected under Data Protection Laws.

“**Processor**” means a person who processes Personal Information on behalf of another person, and shall include, but not be limited to, “service provider” and “processor” as defined under Data Protection Laws.

“**Sell**”, “**Share**”, and “**Business Purpose**” shall have the meaning given to them in the Data Protection Laws.

**5.22.2. Compliance with Data Protection Laws.** Franchisee shall abide by all applicable Data Protection Laws. Franchisee shall ensure that Personal Information is only collected, used, transferred, stored, or otherwise processed on a legal basis recognized by applicable Data Protection Laws, including without limitation express or implied consent of the data subject. Franchisee is responsible for ensuring that, and represents and warrants that: (i) Franchisee has complied with, and will continue to comply with, applicable Data Protection Laws in its processing of Personal Information; (ii) without limiting the previous clause, all data shared with or transferred to Little Caesar has been collected and otherwise processed in compliance with applicable Data Protection Laws and a privacy policy that allows such sharing or transfer; and (iii) Franchisee has, and will continue to have, the right to transfer, share, or provide access to, Personal Information to Little Caesar.

**5.22.3. Terms Required by Data Protection Laws.** Franchisee acknowledges and agrees that it will process Franchisor Personal Information in accordance with the documented instructions of Little Caesar solely as a Processor, for the purposes consistent with the license granted to LCE Data in Section



5.20 and, as to CCPA Personal Information, to carry out the Business Purposes applicable to such purposes (collectively, the “**Agreed Purposes**”), which Franchisee agrees and acknowledges are the sole purposes for which Little Caesar is making available the Franchisor Personal Information. Without limiting the generality of the foregoing, Franchisee shall: (i) not Sell or Share Franchisor Personal Information; (ii) not retain, use, or disclose Franchisor Personal Information for any purpose (including a commercial purpose) other than for the Agreed Purposes; (iii) not retain, use, or disclose Franchisor Personal Information outside of the direct business relationship between Little Caesar and Franchisee, including combining or updating Franchisor Personal Information received from, by, or on behalf of Little Caesar with Personal Information Franchisee receives from another person; (iv) provide the same level of privacy protection as required by Controllers under Data Protection Laws, including by, for example, cooperating with Little Caesar in responding to and complying with Consumers’ requests made pursuant to Data Protection Laws; and (v) notify Little Caesar promptly within five (5) business days or, if sooner, the time required by Data Protection Laws, after Franchisee makes a determination that it can no longer meet its obligations under this Agreement or Data Protection Laws. Franchisee grants Little Caesar the right, upon notice, to take reasonable and appropriate steps to stop and remediate Franchisee’s unauthorized use of Franchisor Personal Information. Franchisee certifies that it understands and will comply with the restrictions and obligations applicable to Franchisor Personal Information under any Data Protection Laws. . To the extent Franchisee receives from Little Caesar or otherwise collects Deidentified Data as part of the System, Franchisee agrees to: (i) maintain such data as Deidentified and take reasonable measures to ensure that such Deidentified Data cannot be associated with an individual or household (including implementing technical safeguards and business processes to prevent reidentification or inadvertent release of the Deidentified Data); (ii) publicly commit to maintain and use the data in Deidentified form and not to attempt to reidentify the data; and (iii) contractually obligate any third parties receiving such data from Franchisee to also commit to these same requirements. Franchisee may permit processing of Franchisor Personal Information on behalf of Little Caesar by third parties agreed to in advance in writing by Little Caesar (“**Subprocessors**”). Franchisee must flow down the privacy and security requirements of this Agreement to any Subprocessors in a written agreement binding each such Subprocessor to terms that include restrictions and obligations that are required by Data Protection Laws and that are no less restrictive than the terms of this Agreement. Franchisee shall be solely responsible for all actions and omissions of its Subprocessors.

**5.22.4. Assistance with Consumer Requests.** Franchisee shall take appropriate measures and provide all reasonable cooperation and assistance requested by Little Caesar in respect of fulfillment of Little Caesar’s obligations to respond to Consumer rights requests. If Franchisee receives a notice, communication, claim, or complaint from a person (including a governmental authority) regarding, or a Consumer request relating to, Franchisor Personal Information, then Franchisee will promptly: (A) advise the relevant person or Consumer to make the claim, complaint or request directly to Little Caesar by following the instructions provided by Little Caesar; (B) give written notice of the notice, communication, claim, complaint or request to Little Caesar; and (C) cooperate with and assist Little Caesar to respond to the notice, communication, claim, complaint, or request. Franchisee shall take appropriate measures and provide all reasonable cooperation and assistance requested by Little Caesar in respect of fulfillment of Little Caesar’s obligations to respond to Consumer rights requests.

**5.22.5. Reviews and Audits.** At Little Caesar’s request, Franchisee agrees to provide Little Caesar with all information, records, files, logs, reports, audits, documents, assessments or other materials necessary to confirm Franchisee’s compliance with this Section and applicable Data Protection Laws. At Little Caesar’s sole discretion, Franchisee grants Little Caesar, or a third party elected by Little Caesar, permission to perform an assessment, audit, examination or review of all technical and organizational security and privacy controls, including without limitation Franchisee’s physical and/or technical environment, in relation to all Personal Information and Franchisor Personal Information collected, used, transferred, stored or otherwise processed by Franchisee pursuant to this Agreement. Franchisee shall fully cooperate by providing access to all personnel, facilities, and systems as necessary to complete the audit. In addition, at Little Caesar’s request, Franchisee shall provide Little Caesar with the results of any audit performed by or on behalf of Franchisee that assesses the effectiveness of Franchisee’s security and privacy measures.

**5.23. Franchisee Private Network.** Little Caesar has established a Franchisee-only private network (the “FPN”), which Franchisee must use as directed by Little Caesar in connection with the operation of the Restaurant, including, but not limited to, for reporting sales and ordering products from Blue Line and other affiliates. The FPN may include, without limitation, access to the Manuals, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Little Caesar may direct). Franchisee shall connect to and utilize the FPN as required. Little Caesar may discontinue the FPN at any time, change its technology platform, change the content and functionality, and/or establish and change standard user terms in Little Caesar’s discretion. Little Caesar shall have the right to require Franchisee to install a video, voice and data system that is accessible by both Little Caesar and Franchisee on a secure Internet website, in real-time, all in accordance with Little Caesar’s then-current written standards as set forth in the Manuals or otherwise in writing.

**5.24. Websites.** Little Caesar shall have the right to require that Franchisee have one or more references or webpage(s), as designated and approved in advance by Little Caesar, within Little Caesar’s primary consumer website(s), including, but not limited to, [www.littlecaesars.com](http://www.littlecaesars.com). Except as approved in advance in writing by Little Caesar, Franchisee shall not establish or maintain a separate website for any LITTLE CAESARS-related business other than the webpage(s), if any, made available on Little Caesar’s website(s). If Little Caesar approves a separate website for Franchisee (which Little Caesar is not obligated to approve; and, which approval, if granted, may later be revoked by Little Caesar), such approval will be conditioned upon Franchisee’s compliance with Little Caesar’s requirements, including, but not limited to, the requirements of this Section and Sections 5.25 through 5.27. Before establishing any website, Franchisee shall submit to Little Caesar, for Little Caesar’s prior written approval, a sample of the proposed domain name, format, visible content (including, without limitation, proposed screen shots), non-visible content (including, without limitation, meta tags), and such other information as Little Caesar may request, all in the form and manner Little Caesar may require.

**5.25. Ownership of Domain Names.** Franchisee acknowledges and agrees that Little Caesar owns all internet domain names, URLs, user names, and internet page names that include any of the Proprietary Marks. Franchisee further acknowledges and agrees that if Little Caesar grants its approval for Franchisee’s use of a generic, national, and/or regionalized domain name, Little Caesar shall have the right to own and control the domain name at all times and may license it to Franchisee for the term of this Agreement on such terms and conditions as Little Caesar may require (including, but not limited to, the requirement that Franchisee reimburse Little Caesar’s costs for doing so). If Franchisee already owns any domain names, or hereafter registers any domain names, then Franchisee agrees that it shall notify Little Caesar in writing and assign the domain names to Little Caesar and/or a designee that Little Caesar specifies in writing.

**5.26. Electronic Marketing and Electronic Communications.** Unless agreed to in writing by Little Caesar, Franchisee shall not use, register, maintain, or sponsor any social media, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Restaurant. Franchisee acknowledges that the use of any electronic medium constitutes advertising and promotion subject to Little Caesar’s approval under Section 9.4 of this Agreement. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social media, VoIP, streaming media, or other electronic media without first obtaining Little Caesar’s written consent as to: (a) the content of such advertisements or solicitations; and (b) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form prescribed by Little Caesar. If Little Caesar approves the use of an electronic medium (which Little Caesar is not obligated to approve, and which approval, if granted, may later be revoked by Little Caesar), such approval will be conditioned upon Franchisee’s compliance with any standards and procedures issued by Little Caesar with respect to that type of electronic medium, as well as compliance with the following requirements:

**5.26.1.** Franchisee shall not substantially modify its use of the approved electronic medium without first obtaining Little Caesar’s written approval of the proposed modification;

**5.26.2.** Franchisee's use of the approved electronic medium shall contain such disclaimers, warnings, and other statements as Little Caesar may periodically prescribe in the Manuals or otherwise in writing, including, but not limited to, a clear and obvious statement that the use of the electronic medium is for a local restaurant operated by Franchisee and is not operated, sponsored or endorsed by Little Caesar;

**5.26.3.** If required by Little Caesar, Franchisee shall establish such hyperlinks to Little Caesar's website(s) and other websites as Little Caesar may request in writing; and

**5.26.4.** Franchisee shall not use any electronic medium to post any information relating to Little Caesar, the System, the Proprietary Marks, or the Restaurant without Little Caesar's prior written approval; and Franchisee shall not make any posting or other contribution that (a) is derogatory, disparaging, or critical of Little Caesar, (b) is offensive, inflammatory, or indecent, or (c) harms the goodwill and public image of the System and/or the Proprietary Marks.

**5.27. No Outsourcing without Prior Written Approval.** Franchisee shall not hire third party or outside vendors to perform any services or obligations in connection with the Required Technology, Required Software, or any other of Franchisee's obligations without Little Caesar's prior written approval. Little Caesar's consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with Little Caesar and Franchisee in a form that is provided by Little Caesar. The provisions of this Section are in addition to and not instead of any other provision of this Agreement.

## **6. CONSTRUCTION OF LEASEHOLD IMPROVEMENTS**

**6.1. Obligation to Construct Leasehold Improvements.** Franchisee shall, at its expense, construct all leasehold improvements to the Restaurant premises in conformance with the prototype or specific design plans and specifications furnished by Little Caesar pursuant to Section 4.1 of this Agreement.

**6.2. Securing Governmental Approvals.** Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the location of the Restaurant. Franchisee shall obtain all permits, licenses, and certifications required for the lawful construction, occupancy, and operation of the Restaurant (including, but not limited to, compliance with the provisions of the Americans with Disabilities Act ("ADA")). Franchisee agrees and acknowledges that the Restaurant and its adjacent areas shall at all times during the term of this Agreement comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including, but not limited to, the ADA.

**6.3. Use of a Qualified Architect or Engineer.** Franchisee shall retain a qualified architect or engineer, if requested by Little Caesar, to prepare final plans and specifications for constructing the leasehold improvements based upon the plans and specifications furnished by Little Caesar, shall submit such final plans to Little Caesar, and shall not proceed with any construction until Little Caesar's written approval of such plans has been received. Franchisee shall not deviate from any approved plans and specifications without Little Caesar's prior written approval.

**6.4. Use of a Qualified Contractor.** Franchisee shall retain a qualified, licensed general contractor to perform all construction, and Franchisee shall provide to Little Caesar such periodic progress reports as Little Caesar may require. During construction, Little Caesar shall have the right to inspect the premises at all times for the purpose of ascertaining that all work complies with the final plans approved by Little Caesar, and Franchisee shall cooperate and cause its employees and agents to cooperate fully with Little Caesar's inspections.

**6.5. Franchisee Responsible.** Franchisee is responsible for the performance of all architects, engineers, contractors, and subcontractors hired by Franchisee in connection with the design, construction and maintenance of the Restaurant and for ensuring that sufficient insurance coverage is in place during the construction process. Little Caesar shall have the right, in its sole discretion, to oversee any renovation or construction and visit the construction site at any time to ensure compliance with its standard plans and specifications. Little Caesar also has the right to require Franchisee to submit periodic progress reports in such form and at such times as Little Caesar requests.

**6.6. Construction of Leasehold Improvements and Securing Approval to Open.** Construction shall commence promptly after Little Caesar's written approval of Franchisee's final plans is received, and shall continue uninterrupted until all necessary work is completed in accordance with the approved plans. Within five (5) days after work is completed, Franchisee shall submit a written request to Little Caesar to conduct a final inspection of the Restaurant premises and, upon receipt of such request, Little Caesar shall promptly conduct such inspection. Franchisee shall not open the Restaurant for business without the express written authorization of Little Caesar, which authorization shall specify the Opening Date of the Restaurant and may be conditioned upon Franchisee's strict compliance with the specifications of the approved final plans and System standards and completion of any pre-opening training required by Little Caesar.

**6.7. Opening Deadline; Time of the Essence.** If the Approved Location has been determined prior to Franchisee's execution of this Agreement, Franchisee shall commence construction of the Restaurant not later than six (6) months after Franchisee's execution of this Agreement and shall open the Restaurant to the public not later than nine (9) months after Franchisee's execution of this Agreement. If the Approved Location has not been determined prior to Franchisee's execution of this Agreement, Franchisee shall commence construction of the Restaurant not later than six (6) months after Little Caesar has issued its written approval of the Approved Location and shall open the Restaurant to the public not later than nine (9) months after Little Caesar has issued its written approval of the Approved Location. Franchisee acknowledges and agrees that time is of the essence in connection with the construction and opening of the Restaurant.

**6.8. Relocation.** Franchisee shall not relocate the Restaurant without the prior written approval of Little Caesar. In order to be considered for relocation, the new location must be within a one mile radius of the original location and must meet any refurbishing requirements that Franchisee would have had to meet at the original location under Section 5.6. Little Caesar may require, prior to relocation, that Franchisee complete any refurbishing requirements at the original location that would be movable to the new location. Franchisee must re-open at the new location within six (6) months of the original location's closure. Any approvals furnished by Little Caesar pursuant to this Section 6.8 shall not be deemed to be a guarantee or assurance by Little Caesar that the Restaurant will be profitable or successful at the new location. Franchisee shall pay Little Caesar a relocation fee of Two Thousand Five Hundred Dollars (\$2,500) at the time Franchisee submits its relocation request package to Little Caesar. The relocation fee is refundable only if Little Caesar does not approve Franchisee's relocation request.

**6.9. Construction Insurance.** Franchisee shall procure, prior to the commencement of any construction, and shall maintain in full force and effect at all times during any construction, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Little Caesar, and its affiliates, and their respective shareholders, directors, employees, and agents, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the construction of the Restaurant. Such policy or policies shall be written by an insurer or insurers acceptable to Little Caesar and shall comply with the requirements prescribed by Little Caesar in the Manuals or otherwise in writing.

## **7. PROPRIETARY MARKS**

**7.1. Little Caesar Representations Concerning Proprietary Marks.** Little Caesar represents with respect to the Proprietary Marks that:

**7.1.1.** Little Caesar owns, or has obtained a license to use and to license others to use, the Proprietary Marks; and

**7.1.2.** Little Caesar shall take all steps reasonably necessary to preserve and protect the validity of the Proprietary Marks.

**7.2. Franchisee Use of Proprietary Marks.** With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement:

**7.2.1.** Franchisee shall use only the Proprietary Marks designated by Little Caesar, and shall use them only in the manner authorized and permitted by Little Caesar;

**7.2.2.** Franchisee shall use the Proprietary Marks only for the operation of the Restaurant and only at the Approved Location or in Little Caesar-approved advertising for the Restaurant;

**7.2.3.** Unless otherwise authorized or required by Little Caesar, Franchisee shall operate and advertise the Restaurant only under the Proprietary Marks authorized for use for a Little Caesars Restaurant;

**7.2.4.** Franchisee shall identify itself as an independent franchisee-owner of the Restaurant in conjunction with any use of the Proprietary Marks and the operation of the Restaurant, and shall place a written notice to such effect, in a form approved by Little Caesar, in a conspicuous location on the Restaurant premises and as otherwise required by Little Caesar pursuant to Section 18.2;

**7.2.5.** Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement;

**7.2.6.** Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Little Caesar;

**7.2.7.** Franchisee shall execute any documents deemed necessary by Little Caesar or its affiliates to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

**7.2.8.** Franchisee shall promptly notify Little Caesar of any suspected unauthorized use of, or any challenge to the validity or use of the Proprietary Marks. Little Caesar (or its affiliate) shall have the sole right to determine whether any action should be taken, and, if any action is taken, Little Caesar (or its affiliate) shall have the right to direct and control any such action, including without limitation the prosecution, defense or settlement of any administrative proceeding or litigation or other adjudicative proceeding involving the Proprietary Marks. Franchisee shall have no right, independent of Little Caesar, to make any demand against any such user or challenger or to prosecute any claim of any kind or nature whatsoever relating to Little Caesar's Proprietary Marks;

**7.2.9.** Little Caesar (or its affiliate) shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Little Caesar determines that Franchisee 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 Little Caesar. If Little Caesar determines that Franchisee has not 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 Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Little Caesar, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Little Caesar agrees to reimburse Franchisee for its out-of-pocket litigation costs in cooperating with Little Caesar with respect to the litigation;

**7.2.10.** Franchisee shall not use as part of its corporate or other legal name, or as an internet domain name or URL, any of the Proprietary Marks or any portion or derivative of any Proprietary Marks, including without limitation “Caesar,” “Caesars” or any other name that is likely, in the judgment of Little Caesar, to cause third parties to be confused or mistaken with respect to the separate identities of Little Caesar and Franchisee; and

**7.2.11.** During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks, nor take any other action which may tend to derogate or jeopardize Little Caesar’s interest therein, or Little Caesar’s right to use and to license others to use, the Proprietary Marks.

**7.3. Franchisee Acknowledgments Concerning Proprietary Marks.** Franchisee expressly understands and acknowledges that:

**7.3.1.** The Proprietary Marks are valid and serve to identify the System and those who are franchised under the System;

**7.3.2.** Franchisee’s use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks other than the license granted by this Agreement;

**7.3.3.** Any and all goodwill arising from Franchisee’s use of the Proprietary Marks during the term of this Agreement shall inure solely and exclusively to the benefit of Little Caesar and its affiliates, and upon expiration or termination of this Agreement no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee’s use of the System or the Proprietary Marks; and

**7.3.4.** Except as specified in Section 1.3 hereof, Little Caesar and its affiliates shall have and retain the rights, among others: (a) to use the Proprietary Marks themselves in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee.

**7.4. Changes to the Proprietary Marks.** Little Caesar reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder if the Proprietary Marks no longer can be used, or if Little Caesar determines that substitution of different proprietary marks will be beneficial to the System. In such circumstances, the use of the substituted proprietary marks shall be governed by the terms of this Agreement, and Little Caesar shall not compensate Franchisee for such substitution. Franchisee shall implement promptly any such substitution.

## **8. CONFIDENTIAL MANUALS AND INFORMATION**

**8.1. Keeping Manuals Confidential.** Franchisee shall treat the Manuals, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person. The Manuals shall at all times remain the sole property of Little Caesar.

**8.2. Keeping Manuals Current.** Franchisee acknowledges and agrees that the Manuals may be modified from time to time in Little Caesar’s sole discretion to reflect changes in the System and its standards and specifications. All modifications to the Manuals shall be binding on Franchisee upon Franchisee’s receipt of notice of such modifications. Franchisee shall accept, implement, and adopt all such modifications at Franchisee’s own cost. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Little Caesar shall be controlling. In the event the Manuals are lost, destroyed or otherwise misplaced, Franchisee shall immediately notify Little Caesar.

Franchisee shall pay Little Caesar its then-current fee for each updated version of the Manuals and for replacement of any lost or destroyed copies of the Manuals.

**8.3. Protection of Confidential Information.** Franchisee shall not, during or after the term hereof, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how of Little Caesar which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation hereunder, including, but not limited to, information concerning the marketing, management, or operations plans of the Restaurant, Little Caesar's recipes, products, ingredients or product development, the Manuals and other training manuals, policy manuals, and operations manuals, sales promotion aids, business forms, operational procedures, accounting procedures, proprietary equipment and technology, proprietary designs, password-protected Internet or extranet information, marketing reports, advertising programs and materials, supplier information, purchasing or distribution procedures, inventory systems, demographic information, site selection criteria, accounting or sales information, past, present and future projects and proposals, guest, prospective guest and vendor information and relationships, marketing techniques, research processes, and financial and economic information ("**Confidential Information**"). Franchisee shall divulge such Confidential Information only to those employees who must have access to it in order to perform their employment responsibilities, and who shall keep such information confidential. Any and all information, knowledge, know-how, and techniques which Little Caesar designates as confidential shall be deemed confidential for purposes hereof. Franchisee will not: (i) modify, translate, decompile, disassemble, or create derivative works based on any Confidential Information; (ii) reverse engineer any products embodying Confidential Information; (iii) attempt to sell, sublicense, rent, lease, grant a security interest in, or otherwise purport to transfer rights to any Confidential Information; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, or symbols on Confidential Information.

**8.4. Irreparable Injury from Disclosure of Confidential Information.** Franchisee acknowledges that any failure to comply with the requirements of this Section 8 will cause Little Caesar irreparable injury for which no adequate remedy at law may be available; and Franchisee agrees that Little Caesar may seek, and agrees to pay all court costs and attorneys' fees incurred by Little Caesar in obtaining, without posting a bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to the requirements of this Section 8.

**8.5. Confidentiality Agreements from Associates of Franchisee.** Franchisee is responsible for ensuring that all personnel of Franchisee, including but not limited to owners, officers, and crew members, and Franchisee's vendors, service providers, professional advisors, and other persons associated with Franchisee, keep confidential all Confidential Information as defined in Section 8.3 above. Any unauthorized use or disclosure of Confidential Information by such persons will constitute a default by Franchisee under this Agreement. Franchisee shall require anyone who may have access to the Confidential Information (including but not limited to the persons and entities covered by Sections 12.4, 15.8 and 16.4 below) to sign an agreement to maintain the confidentiality of the Confidential Information that he or she may receive in connection with his or her association with Franchisee. Little Caesar has the right to approve the form of the agreements required by this Section 8.5, each of which must identify Little Caesar as a third party beneficiary with the independent right to enforce the agreement. At Little Caesar's request, Franchisee will furnish copies of the confidentiality agreements by which persons associated with Franchisee are bound.

## **9. ADVERTISING**

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotional programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

**9.1. Amounts and Recipients of Advertising Contribution.** Franchisee, and Little Caesar (on behalf of any Restaurant (other than a Non-Traditional Restaurant) owned or operated by it or an affiliate), shall spend on advertising an amount specified by Little Caesar for a time period specified by Little Caesar; provided, however, that such amount shall not exceed seven percent (7%) of Franchisee's Gross

Sales for the applicable time period. The time period specified may be weekly, every four (4) weeks, monthly, quarterly, annually or such other period as Little Caesar may specify. Little Caesar shall allocate such specified amount among: (a) contributions to a fund currently administered by Caesar Fund, Inc., a Michigan corporation, or a successor advertising fund (collectively, “**CAESAR FUND**”) that will administer a nationwide advertising program and/or provide collection, administrative and other services for the advertising program, as described in Section 9.2; (b) contributions to an advertising cooperative (“**Cooperative**”), as described in Section 9.3; and (c) Franchisee’s expenditures on local advertising. Little Caesar may from time to time, at any time, modify both the allocation and amount of each Franchisee’s expenditures among CAESAR FUND, the Cooperative, and Franchisee’s local advertising. Little Caesar has the right to determine which types of expenditures count toward the local advertising requirement. Franchisee must show proof of required local advertising expenditures in the manner and at the times specified by Little Caesar. Little Caesar may grant any Little Caesars Restaurant an exemption for any length of time (which may be in the form of a reduction, deferral or waiver) from advertising requirements, including but not limited to contributions to CAESAR FUND, contributions to a Cooperative, or required local advertising expenditures.

**9.2. CAESAR FUND.** The following provisions shall apply to CAESAR FUND or any successor thereof:

**9.2.1.** Franchisee irrevocably appoints Little Caesar to make advertising decisions with respect to monies allocated to CAESAR FUND, including the power to negotiate advertising arrangements with advertising agencies and to authorize the expenditure of funds held by CAESAR FUND to pay for third party advertising services and marketing campaigns. Franchisee acknowledges that (i) the contributions to CAESAR FUND are being made for advertising services and marketing campaigns that benefit Little Caesars Restaurants and the System generally; and (ii) CAESAR FUND holds the funds received from Franchisee and serves as a conduit to pay Little Caesar and other third parties who will provide the actual services.

**9.2.2.** All CAESAR FUND contributions not retained by Little Caesar for its services, and any earnings thereon, shall be used exclusively to meet costs of maintaining, administering, directing, conducting and developing the preparation of advertising, marketing, public relations, and/or promotional programs and materials that promote the LITTLE CAESARS brand, and any other activities which Little Caesar believes will benefit the System, including, among other things, the costs of preparing and executing advertising campaigns in various media; utilizing any electronic media (as described in Sections 5.25 through 5.27 above) and other emerging media or promotional tactics; distribution of marketing materials; preparation of direct mail advertising; market research; employing advertising, sales promotion, and/or public relations agencies to assist therein; hiring consultants or experts (including law firm or in-house counsel to review advertising and related materials); purchasing promotional items; executing and administering in-store promotions; and providing promotional and other marketing materials and services for Restaurants.

**9.2.3.** Little Caesar shall direct all advertising and promotional programs, with the right to control the creative concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that one of CAESAR FUND’s objectives is to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System, and that CAESAR FUND is not obligated to make expenditures for Franchisee which are equivalent or proportionate to Franchisee’s contribution, or to ensure that Franchisee benefits directly or pro rata from the advertising or promotion conducted by CAESAR FUND.

**9.2.4.** As set forth in Section 3.5, Little Caesar shall have the right to require Franchisee to make all CAESAR FUND payments by electronic fund transfer, pre-authorized auto-draft arrangement, or such other methods as Little Caesar shall specify from time to time. All sums paid to CAESAR FUND shall be maintained in an account separate from the monies of Little Caesar and shall not be used to defray any expenses of Little Caesar, except for such costs and overhead, if any, as Little Caesar may incur in activities related to the administration of CAESAR FUND and direction of advertising programs, including, among other things, costs of personnel for creating and/or implementing advertising, promotional,



marketing programs, collection of receipts, budgets, and similar types of expenditures. Any monies collected by CAESAR FUND, and any earnings thereon, shall not otherwise inure to the benefit of Little Caesar.

**9.2.5.** A financial statement of CAESAR FUND shall be prepared annually using generally accepted accounting principles and made available to Franchisee. CAESAR FUND's books and records shall be audited annually and the audit report shall be made available to Franchisee.

**9.2.6.** Little Caesar shall have the right to coordinate activities and/or allocate expenses between CAESAR FUND and (i) any Cooperative established pursuant to Section 9.3 of this Agreement; or (ii) any other national or regional advertising fund that may be established with respect to any other Little Caesars restaurant concept. Any such coordination and allocation shall be performed in a fair and equitable manner. Little Caesar also shall have the right, but not the obligation, to simultaneously perform the activities set forth in this Section 9.2 on behalf of other Little Caesars restaurant concepts and to co-mingle contributions and disbursements of the different restaurant concepts.

**9.2.7.** Little Caesar retains the right to terminate CAESAR FUND and/or replace it with another advertising fund at any time; provided, however, that CAESAR FUND shall not be terminated until all monies in it have been expended for purposes authorized by this Section 9.2 or transferred to the successor advertising fund or returned to contributors on the basis of their respective contributions.

**9.3. Advertising Cooperatives.** Little Caesar shall have the right, but not the obligation, to designate any geographical area or set of common characteristics for purposes of establishing a Cooperative, and to determine whether a Cooperative is applicable to the Restaurant. Franchisee and Little Caesar (on behalf of each Restaurant (other than a Non-Traditional Restaurant) owned by it or an affiliate) shall become a member of and contribute to any Cooperative that Little Caesar determines is applicable to their respective Restaurants. The following provisions will apply to each Cooperative:

**9.3.1.** Each Cooperative shall adopt a cooperative agreement governing the organization and operation of the Cooperative, subject to Little Caesar's approval of such agreement. In the event that the members of the Cooperative do not sign an agreement within a reasonable time, Franchisee shall sign Little Caesar's recommended Cooperative Agreement. Little Caesar reserves the right to change the form of organization, governing documents, and manner of operation of any Cooperative, and Franchisee and the other members agree to implement any such change immediately upon notice from Little Caesar. No changes in the bylaws or other governing documents of a Cooperative shall be made without Little Caesar's prior written consent.

**9.3.2.** Each Cooperative shall be organized for the exclusive purpose of developing, executing and administering advertising programs and developing promotional materials for use by the members of the Cooperative.

**9.3.3.** No advertising or promotional programs or materials may be used by a Cooperative or furnished to its members without prior approval of Little Caesar pursuant to Section 9.4.

**9.4. Little Caesar Approval of Advertising.** All advertising and promotion by Franchisee and the Cooperative shall be in such media and of such type and format as Little Caesar may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as Little Caesar may specify. Franchisee or the Cooperative shall submit samples of all proposed advertising and promotional plans and materials to Little Caesar for its approval, in the manner prescribed in Section 20, unless such plans and materials were prepared by Little Caesar or have been approved by Little Caesar within the last six (6) months. No advertising or promotional materials shall be used unless and until Little Caesar has furnished written notice authorizing such use. Little Caesar will attempt to provide notice of its approval or rejection of advertising materials within 30 days of receipt of the materials, although in some cases it may take longer. Little Caesar also shall have the right at any time after use of such materials commences, to prohibit further use, effective upon receipt of written notice from it to Franchisee or the Cooperative.

**9.5. Grand Opening Advertising.** Franchisee will spend a minimum of \$15,000 for a grand opening advertising and promotion program approved by Little Caesar or carried out by Little Caesar on Franchisee's behalf. This amount is in addition to Franchisee's other financial obligations in this Section 9. The grand opening advertising and promotion program will take place within close proximity of the opening, on a schedule determined by Little Caesar. At Little Caesar's option, Franchisee will either conduct the program itself or pay the funds to Little Caesar by EFT as provided in Section 3.5. If Little Caesar elects to carry out the program, Little Caesar will have complete discretion to decide how and when grand opening advertising expenditures will be made. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities Little Caesar determines will contribute to generating business at the Restaurant. If Franchisee carries out the program, Franchisee shall submit its proposed grand opening advertising and promotion program to Little Caesar for approval at least 4 weeks before the scheduled opening. Franchisee will furnish to Little Caesar, within seven (7) days after the opening of the Restaurant, such evidence as Little Caesar may require to verify Franchisee's fulfillment of its obligations in this Section.

**9.6. Copyrights and Other Rights.** Franchisee acknowledges and agrees that Little Caesar owns all copyrights and other rights to all existing and future advertising and promotional materials that contain any of the Proprietary Marks or that otherwise relate to the Restaurant, as well as any products, materials, and rights that result from any advertising, marketing, and promotional programs created, purchased, produced or conducted by or on behalf of Franchisee, Little Caesar, the CAESAR FUND, or any Cooperative, regardless of the party that created such materials. No copyrights or other rights or interest in any tangible or intangible materials or in the Proprietary Marks shall vest in Franchisee as a result of any contribution to, or participation in, any advertising, marketing, or promotional program. If, notwithstanding this provision, Franchisee is deemed to have acquired any copyrights, contractual rights or common law rights in any advertising programs or materials, Franchisee shall execute (and shall cause its employees and agents to execute) such documents or instruments as Little Caesar requests to effect assignment of such rights to Little Caesar or its affiliate.

**9.7. Advertising for Prospective Franchisees.** Franchisee must display and maintain franchisee recruiting materials in the manner specified by Little Caesar. Little Caesar will be responsible for providing those materials at its cost.

**9.8. Little Caesar Advertising.** Little Caesar may, from time to time in its sole discretion, expend its own funds and resources to produce and purchase marketing and promotional materials and conduct such advertising as Little Caesar deems necessary or desirable. In any discretionary advertising, marketing, or promotional effort conducted solely by or on behalf of Little Caesar, Little Caesar shall have sole discretion over the content, form, and geographic distribution of such efforts and materials, and Little Caesar shall have no obligation to expend any funds or resources in your Protected Territory or to provide or sell to you any advertising, marketing, or promotional materials produced by or on behalf of Little Caesar.

## **10. INSURANCE**

**10.1. Franchisee's Insurance Obligation.** Franchisee shall procure, prior to the opening of the Restaurant, and shall maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Little Caesar and its affiliates, and their respective shareholders, directors, employees, and agents against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring at or in connection with the Restaurant. Such policy or policies shall: (i) be written by insurer(s) acceptable to Little Caesar; (ii) name Little Caesar and its shareholders, directors, employees, and agents as additional insureds; (iii) comply with the requirements prescribed by Little Caesar at the time such policies are obtained; (iv) provide at least the types and minimum amounts of coverage specified in the Manuals, the Franchise Disclosure Document, or other documentation or materials from Little Caesar (including, without limitation, general commercial liability, automobile liability and business interruption insurance) or required by law in the jurisdiction where the Restaurant is located (including, without limitation, workers compensation insurance); and (v) contain a waiver by Franchisee and its insurers

of their subrogation rights against Little Caesar and its affiliates and their respective shareholders, directors, employees and agents.

**10.2. Franchisee's Insurance Obligation Not Affected by Little Caesar's Insurance.** Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Little Caesar, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 18.5 of this Agreement.

**10.3. Additional Required Endorsements.** All public liability and property damage policies shall contain a provision that Little Caesar, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Little Caesar or its shareholders, directors, employees, and agents by reason of their negligence.

**10.4. Certificates of Insurance.** At least ten (10) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Little Caesar Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no fewer than thirty (30) days' prior written notice shall be given Little Caesar in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such Certificates. Certificates evidencing the insurance required by this Section shall name Little Caesar and each of its affiliates, shareholders, directors, employees, and agents as additional insureds, and shall expressly provide that any interest of each shall not be affected by any breach by Franchisee of any policy provisions for which such Certificates evidence coverage.

**10.5. Little Caesar's Right to Secure Insurance on Behalf of Franchisee.** Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Little Caesar in the Manuals or otherwise in writing, Little Caesar shall have the right and authority (but not the obligation) to immediately procure such insurance and to charge the premium on such insurance to Franchisee, which charges, together with a fee for Little Caesar's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Little Caesar may have.

## **11. ACCOUNTING AND RECORDS**

**11.1. Maintenance of Records.** Franchisee shall prepare, during the term of this Agreement, and shall preserve for at least four (4) years from the dates of their preparation, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Little Caesar from time to time in the Manuals or otherwise in writing. Notwithstanding anything contained herein to the contrary, Franchisee is responsible for maintaining and preserving records for longer periods if required by any applicable Federal, State or local laws or regulations.

**11.2. Annual Financial Statements and Tax Returns.** Franchisee shall, at its expense, provide Little Caesar with a copy of Franchisee's financial statements showing the results of operations of the Restaurant for each fiscal year during the term of this Agreement. The statements shall include a consolidated income statement, individual income statement for each Restaurant, and balance sheet using generally accepted accounting principles, period accounting, and the accrual method of accounting, and shall be furnished within sixty (60) days after the end of each fiscal year of the Restaurant. Each statement submitted under this Section and Section 11.3 shall be signed by Franchisee's principal officer or independent certified public accountant attesting that it is true and correct. Franchisee also shall provide Little Caesar, within five (5) days of their filing, copies of Franchisee's federal tax returns for each year during the term of this Agreement; provided, however, that if Franchisee is not a corporation or partnership, Franchisee may, at its option, submit only those schedules to its personal tax filings which reflect the revenues and expenses of the Restaurant. Franchisee shall provide copies of its state tax returns upon request by Little Caesar.

**11.3. Weekly Reports and Quarterly Financial Statements.** Franchisee shall, at its expense, provide Little Caesar, on forms and in the manner prescribed by Little Caesar, with (i) weekly reports of Gross Sales, due by noon Wednesday of the following week, or such other time as Little Caesar may specify; and (ii) financial statements on a quarterly basis (or on a more frequent periodic basis if requested by Little Caesar), to include a consolidated income statement, individual income statements for each Restaurant owned by Franchisee, and balance sheets using generally accepted accounting principles, period accounting and the accrual method of accounting, due within twenty-eight (28) days after the end of each quarter.

**11.4. Additional Reports; Credit Reports.** At Little Caesar's discretion and Franchisee's expense, Little Caesar may require additional reports, such as a statement of cash of flows, annual business plan, or forecasts. Franchisee shall also provide to Little Caesar, for review or auditing, such other forms, sales reports, POS system reports, records, information, and data as Little Caesar may request, on the forms and in the manner requested by Little Caesar. Franchisee, its owners and its guarantors hereby authorize Little Caesar to obtain a credit report on Franchisee, its owners and/or its guarantors (a) at any time during the term of this Agreement, and/or (b) for a reasonable period after termination of this Agreement based on abandonment of the Restaurant or uncured default by Franchisee.

**11.5. Right to Examine or Audit Franchisee Records.** Little Caesar or its designated agents shall have the right at any time to examine and copy, at Little Caesar's expense, the books, records, accounts, and business tax returns of Franchisee, and the personal tax returns of Franchisee's owners. Little Caesar shall also have the right, at any time, to have an independent audit made of the books and records of Franchisee. If an inspection or audit reveals that any payments due to Little Caesar have been understated in any report to Little Caesar, then Franchisee shall immediately pay to Little Caesar the amount understated upon demand, in addition to interest as provided in Section 3.5. If an inspection or audit discloses an understatement in any report of two percent (2%) or more, Franchisee shall, in addition to repayment of monies owed with interest, reimburse Little Caesar for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wages expenses, and accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Little Caesar may have because of such under-reporting.

**11.6. Late Reports.** If Franchisee's financial statements, tax returns, or other reports required by this Section 11 are not received when due, Franchisee shall pay Little Caesar its then-current late fee (as provided in Section 3.5) for each 30 days (or portion thereof) the financial statement, tax return or other report is overdue. In addition, after the third such late financial statement, tax return or report, Little Caesar may require and, if so required, Franchisee shall retain at Franchisee's expense an accountant approved by Little Caesar to prepare Franchisee's financial statements, tax returns and reports. After a period of at least 18 months with no late financial statements, tax returns, or other reports, Franchisee may request to be, and if confirmed by Little Caesar, Franchisee shall be relieved of this requirement.

## **12. TRANSFER OF INTEREST**

**12.1. Transfer by Little Caesar.** Little Caesar shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Little Caesar's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Little Caesar under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Little Caesar may sell its assets, its Proprietary Marks, or its System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

**12.2. Transfer by Franchisee.** Franchisee understands and acknowledges that Little Caesar has granted this franchise in reliance on the business skill, financial capacity, and personal character of Franchisee (or of the direct and indirect owners of Franchisee, if Franchisee is a corporation or other entity).

Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, trust, or other legal entity which directly or indirectly owns any interest in Franchisee shall, without the prior written consent of Little Caesar, transfer, pledge or otherwise encumber this Agreement, any of the rights or obligations of Franchisee under this Agreement, any interest in Franchisee, any assets of Franchisee, or all or substantially all of the assets of the Restaurant. Franchisee understands that this section applies to any transfer of such interests that would occur by any mechanism, including but not limited to family financial planning, estate planning, grant to a trust, distribution from a trust, corporate reorganization, bank financing, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Little Caesar required by this Section 12.2, shall be null and void and shall constitute a material breach hereof, for which Little Caesar may then terminate without an opportunity to cure pursuant to Section 13.2.4 hereof.

If the proposed transfer, alone or together with other previous, simultaneous, or proposed transfers, would effect a change of control of Franchisee or the Restaurant, Little Caesar shall have the right to require that any or all of the following conditions are satisfied, as determined by Little Caesar in its sole discretion, in addition to any other conditions imposed by Little Caesar:

**12.2.1.** Franchisee (and the transferor, if other than Franchisee) have satisfied all accrued monetary obligations and all other outstanding obligations to Little Caesar and its affiliates, including any payments required by Article 3 of this Agreement; all obligations to Franchisee's landlord, suppliers and other creditors; and all taxes;

**12.2.2.** Franchisee (and the transferor, if other than Franchisee) is not in default of any provision of this Agreement or any other agreement between Franchisee or the transferor and Little Caesar or Little Caesar's affiliates;

**12.2.3.** Franchisee and its owners and guarantors (and the transferor, if other than Franchisee) have executed a general release, in a form satisfactory to Little Caesar, of any and all claims which any of them may have against Little Caesar and its affiliates, shareholders, directors, employees, and agents, including without limitation, claims arising under federal, state, and local laws and regulations;

**12.2.4.** At Little Caesar's option, the transferee shall either (i) enter into a written assignment, in a form satisfactory to Little Caesar, assuming and agreeing to fulfill all of Franchisee's obligations hereunder, or (ii) execute, for a term ending on the expiration of this Agreement and with any renewal term as may then be remaining under this Agreement, the standard form franchise agreement then being offered to new System franchisees (and required ancillary documents), the terms of which may differ from the terms of this Agreement, including but not limited to higher royalty fees, advertising contributions and other fees; provided, however, that the transferee shall not be required to pay any initial franchise fee. If the transferee is other than an individual, all owners of a direct or indirect beneficial interest in the transferee shall execute guarantees of the transferee's obligations as provided in Section 16.4. If the transferee is new to the LITTLE CAESARS franchise system, Little Caesar may require the transferee to sign an acknowledgment confirming the transferee's understanding of Little Caesar's rights and policies as to pricing of goods and services sold in the Restaurant;

**12.2.5.** The transferee (and, if the transferee is other than an individual, such owners of a direct or indirect beneficial interest in the transferee as Little Caesar may request) shall demonstrate to Little Caesar's satisfaction that it meets Little Caesar's educational, managerial, and business standards and possesses a good moral character (if an individual), business reputation, and credit rating; that it has the aptitude, ability, and requisite financial resources and capital to operate the Restaurant, as may be evidenced by prior related business experience or otherwise; and that the terms of the proposed transfer do not, in Little Caesar's sole judgment, make it likely that the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial obligations to Little Caesar (and its affiliates) and to third parties;

**12.2.6.** If the proposed transferee is another LITTLE CAESARS franchisee, the transferee must not be in default under any agreement with Little Caesar and/or its affiliates and must have a good record of guest service and compliance with Little Caesar's operating standards;

**12.2.7.** The transferee, at its expense, shall within the time specified by Little Caesar, refurbish, remodel, or otherwise change the Restaurant premises to conform to the then-current standards and specifications of the System;

**12.2.8.** Franchisee (and the transferor, if other than Franchisee) shall remain liable for all of the obligations to Little Caesar in connection with the Restaurant that arose prior to the effective date of the transfer and shall execute any and all instruments requested by Little Caesar to evidence such liability;

**12.2.9.** At transferee's expense, the transferee and its employees serving in the management positions selected by Little Caesar to attend the pre-opening training program described in Section 5.8, shall successfully complete the pre-opening training program, and transferee shall pay the then-current training fee charged by Little Caesar in those circumstances where Franchisee is required to pay a fee for attendees at the initial training program;

**12.2.10.** Franchisee (or the transferor, as the case may be) shall pay a transfer fee of Five Thousand Dollars (\$5,000) per Restaurant;

**12.2.11.** The transferor shall provide written evidence that the transferee has the right to remain at the Approved Location for the duration of the then-current term of this Agreement;

**12.2.12.** Franchisee (or the transferor, if other than Franchisee) shall provide Little Caesar with a copy of the proposed purchase/sale agreement and such other information regarding the terms of the transfer as Little Caesar may request, including, but not limited to, the purchase price and payment terms. Little Caesar shall have the right to review and approve the terms of the sale, including, but not limited to, the purchase price and payment terms;

**12.2.13.** Any financing (secured or unsecured) obtained by the transferee in connection with the transfer shall be subordinate to any current or future obligations to Little Caesar and its affiliates; and

**12.2.14.** Unless expressly authorized by Little Caesar in writing, the transferee and its affiliates collectively shall not directly or indirectly own more than one hundred (100) LITTLE CAESARS Restaurants, including the Restaurant being transferred hereunder, and no two LITTLE CAESARS Restaurants owned by the transferee and its affiliates, including the Restaurant being transferred hereunder, shall be more than one hundred (100) miles apart. Franchisee acknowledges that Little Caesar shall have the right to make exceptions to this condition in its sole discretion.

**12.3. Prohibited Transfers.** Notwithstanding any other provision of this Section 12:

**12.3.1.** Franchisee shall not transfer its rights under this Agreement until Franchisee has operated the Restaurant for a period of at least six (6) months.

**12.3.2.** Neither this Agreement, nor any ownership interest in Franchisee, nor assets of Franchisee, nor all or substantially all of the assets of the Restaurant shall be transferred to any Publicly-Traded Entity, as defined below, or to any entity whose direct or indirect parent is a Publicly-Traded Entity. "**Publicly-Traded Entity**" means an entity whose securities trade on any securities exchange or are quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc. or its successor.

**12.3.3.** Neither Franchisee nor any direct or indirect owner of Franchisee shall offer securities of Franchisee in a public offering or, except as provided in Section 12.8, in a private offering. If any direct or indirect owner of Franchisee offers its securities in a public offering or, except as provided in Section 12.8, in a private offering, Little Caesar shall have the right to terminate this Agreement without opportunity to cure in accordance with Section 13.2.4.

**12.3.4.** It shall be reasonable for Little Caesar to disapprove any proposed transfer if, as a result of the transfer, the beneficial ownership of Franchisee would be, in Little Caesar's business judgment, so widely held by different persons as to materially compromise the financial stake and dedication of those persons in whose individual or collective character, skill, attitude, and business ability Little Caesar relies on in granting a franchise.

**12.4. Execution of Covenants by Transferee.** Little Caesar shall have the right to require as a further condition pre-requisite to its consent to any transfer of interest pursuant to Section 12.2, that the transferee (and all officers, directors, and direct and indirect owners of the transferee, if the transferee is a corporation or other entity) execute the covenants concerning confidentiality, as set forth in Section 8.5, and non-competition, as set forth in Section 15.7 hereof.

**12.5. Little Caesar's Right of First Refusal.** Little Caesar shall have the right of first refusal to be the purchaser in the event of any proposed transfer of a direct or indirect interest in the Agreement or Franchisee, under the same terms and conditions contained in the offer or purchase and sale document. Franchisee must provide Little Caesar with a fully-executed copy of any offer or purchase and sale document (including any exhibits, riders, addenda or other documents referenced therein) for the sale, and Little Caesar shall have sixty (60) days from its receipt of all of the above-referenced documentation to notify Franchisee whether Little Caesar is exercising its right. Little Caesar may purchase the interest itself or may assign its right of first refusal to one or more nominees or assignees either before or after Little Caesar exercises its right. If Little Caesar (or its assignee) elects to purchase the seller's interest, the closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Little Caesar or its assignee. In addition to accepting the terms of the third party offer, Little Caesar or its assignee shall be entitled to all of the customary representations and warranties given by a seller of assets of a business, including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and seller's contingent and other liabilities affecting the assets. If Little Caesar or its assignee declines to purchase the seller's interest, Franchisee shall have ninety (90) days from the earlier of (i) receipt of a notice from Little Caesar or its assignee declining to exercise its right of first refusal, or (ii) forty-five (45) days after Little Caesar's receipt of the transferor's written notification of the proposed transfer, to close on the transfer of such interest, subject to Little Caesar's approval pursuant to this Section 12. Failure to effect a transfer with the third party within the ninety (90) day period, or any material change in the terms of the offer prior to closing, shall constitute a new offer subject to the same rights of first refusal by Little Caesar as in the case of the third party's initial offer. Failure of Little Caesar or its assignee to exercise the option afforded by this Section 12.5 shall not constitute a waiver of any requirement in this Section 12 or any other provision of this Agreement with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that Little Caesar or its assignee may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Little Caesar or its assignee may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the seller and purchaser cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be jointly designated, at the purchaser's expense, and the appraiser's determination shall be binding. Little Caesar or its assignee will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase.

**12.6. Death or Mental or Physical Incapacity.** Upon the death or mental or physical incapacity of Franchisee (if an individual) or of any person with an interest in Franchisee, the executor or administrator of the estate of such person, or the personal representative of such person, shall transfer within six (6) months after such death or declaration of mental or physical incapacity, such person's interest to a third party approved by Little Caesar. Such transfers, including, without limitation, transfers by devise or

inheritance, shall be subject to the same conditions as any *inter vivos* transfer, except that the transfer fee shall be waived. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries are unable to meet the conditions in Section 12.2 hereof, Little Caesar shall establish a time frame within which the executor, administrator, or trustee of the deceased must dispose of the deceased's interest in Franchisee, which disposition shall be subject to all the terms and conditions for transfers contained herein. If the interest is not disposed within the time frame established by Little Caesar, Little Caesar may terminate this Agreement pursuant to Section 13.2.7 hereof. If the deceased's interest in Franchisee is held in a trust or transferred to a trust by operation of law upon death: (a) the trust instruments shall not be deemed to modify, eliminate, restrict, or diminish any of Little Caesar's rights under this Agreement or any of Franchisee's obligations to Little Caesar (including but not limited to the obligation that all direct and indirect legal and beneficial owners of Franchisee be approved by Little Caesar, and that the Restaurant be overseen by owners of the Franchisee that Little Caesar has approved); and (b) the trustee(s) of the trust shall sign an undertaking for the benefit of Little Caesar in which the trustee(s) acknowledge and agree that: (i) the trustee(s) will not assert any legal defense in their capacity as trustee(s) against the enforceability of this Agreement; (ii) while the trust may own an interest in Franchisee or the Restaurant, the trust itself is not the Franchisee under this Agreement and is not permitted to become the Franchisee; (iii) any future distribution or transfer of legal and/or beneficial ownership of an interest in Franchisee or the Restaurant pursuant to the trust documents will be subject to the applicable provisions of this Agreement; and (iv) the trust, jointly and severally with Franchisee, will indemnify Little Caesar and its affiliates and hold them harmless from any claim made by any party arising out of or related to the establishment, maintenance, and/or operation of the trust, the contribution of assets to the trust, or the party's claimed interest in the trust.

**12.7. Approval of Sale Does Not Constitute Waiver of Rights.** Little Caesar's consent to a transfer which is the subject of this Section 12 shall not constitute a waiver of any claims it may have against Franchisee or the transferring party, nor shall it be deemed a waiver of Little Caesar's right to demand exact compliance with any of the terms hereof by any transferee.

**12.8. Private Sale of Securities.** The issuance or sale of securities of Franchisee or of any direct or indirect owner of Franchisee (including, without limitation, common or preferred stock, bonds, debentures, general or limited partnership interests, or membership units, whether certificated or uncertificated), is subject to all of the conditions and prohibitions set out in Sections 12.2 and 12.3 hereof. For any proposed securities offering approved in principle by Little Caesar, Franchisee shall submit to Little Caesar for its review all materials required by federal or state law for the offering and/or intended to be used in any exempt offering. No such materials shall be submitted to a government agency or to prospective investors unless and until Little Caesar has furnished its written approval. No offering materials shall imply, by use of the Proprietary Marks or otherwise, that Little Caesar is participating as an underwriter, issuer, or offeror of securities of either Franchisee or Little Caesar, or that Little Caesar has approved the offering prospectus or any other aspect of the offering. Any review by Little Caesar of the offering materials or the information included therein shall be conducted solely for Little Caesar's benefit to determine their conformance with Little Caesar's internal policies, and not to benefit or protect any other person. No investor should interpret such review by Little Caesar, nor shall Franchisee or anyone acting on Franchisee's behalf suggest, that Little Caesar's review constitutes an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and statements, in the form and manner specified by Little Caesar, disclaiming Little Caesar's liability for, or involvement in, the transaction described in the offering documents. Should Little Caesar object to any reference to it or its business in such offering literature or prospectus, such literature or prospectus shall not be used unless and until Little Caesar's objections are withdrawn. Franchisee and other participants in the offering must fully indemnify, defend, and hold harmless Little Caesar, its affiliates and their respective directors, officers, employees, shareholders, and agents from any and all losses and expenses (as defined in Section 18.5) that arise directly or indirectly from, as a result of, or in connection with the offering. Franchisee agrees that any such indemnification shall be subject to the same terms and conditions as described in Section 18.5 of this Agreement. For each proposed offering, Franchisee shall pay to Little Caesar a non-refundable fee of Twenty-Five Thousand Dollars (\$25,000) at the time Franchisee submits materials for review by Little Caesar and shall pay additional sums to cover Little Caesar's out-of-pocket costs to review the materials when incurred if greater than Twenty-Five



Thousand Dollars (\$25,000). Franchisee shall give Little Caesar written notice at least forty five (45) business days prior to the date of commencement of any offering or other transaction covered by this Section 12.8. Any such offering shall be subject to Little Caesar's right of first refusal as provided in Section 12.5 hereof.

**12.9. Transfer by Franchisee Bankruptcy - Right of First Refusal.** If, for any reason, this Agreement is not terminated pursuant to Section 13.1 and this Agreement is assumed or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed assignment and assumption, shall be given to Little Caesar within twenty (20) days after receipt of the proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date that the application is made to a court of competent jurisdiction for authority and approval to enter into the assignment and assumption. Little Caesar shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to Little Caesar itself, upon the same terms and conditions and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by the assignee for the assignment of this Agreement.

### **13. DEFAULT AND TERMINATION**

**13.1. Termination Upon Occurrence of Insolvency.** Franchisee shall be deemed to be in default hereunder, and Little Caesar may terminate all rights granted herein by immediate written notice to Franchisee without an opportunity to cure, if Franchisee is generally not paying its debts as those debts become due, or if Franchisee admits in writing its inability to pay its debts or Franchisee otherwise becomes insolvent or makes a general assignment for the benefit of creditors; or, if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or, if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or, if proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee; or, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); or, if Franchisee is dissolved; or, if execution is levied against Franchisee's business or property; or, if the real or personal property of the Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

**13.2. Termination with Notice and Without Right to Cure.** Subject to Section 13.6, upon the occurrence of any of the following events, Franchisee shall be deemed to be in default and Little Caesar may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee:

**13.2.1.** If Franchisee fails to acquire a location approved by Little Caesar for the Restaurant within the time-frame provided in Section 1.2 of this Agreement; or if Franchisee fails to begin construction of the Restaurant at the Approved Location within the time-frame provided in Section 6.7 of this Agreement; or if Franchisee fails to open the Restaurant for business to the public within the time-frame provided in Section 6.7 of this Agreement;

**13.2.2.** If Franchisee at any time ceases to operate or abandons the Restaurant for a period of three (3) consecutive days, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that if through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee shall have thirty (30) days within which to apply for Little Caesar's approval to relocate or reconstruct the premises, which approval shall not be unreasonably withheld. It shall be reasonable for Little Caesar to withhold approval for any relocation or reconstruction if the Restaurant will not be able to re-open within ninety (90) days of the closing of the previous location;

**13.2.3.** If Franchisee or any owner, officer, or manager of Franchisee is convicted of, pleads guilty to, or pleads no contest to a felony, a crime involving moral turpitude, or any other crime or offense that Little Caesar believes is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Little Caesar's interest therein. Once Franchisee or its owner, officer, or manager has been arrested for or formally charged with a serious criminal offense, Little Caesar will have the right: (i) to require that the individual(s) charged be removed from any active role in the Restaurant pending final disposition of the charges; and (ii) if the person(s) charged include Franchisee or a principal owner of Franchisee, to take over operation of the Restaurant and to manage the Restaurant pending final disposition of the charges. If Little Caesar exercises its right in clause (ii), Little Caesar may charge Franchisee a reasonable management fee for its services;

**13.2.4.** Any transfer occurs of any rights or obligations hereunder, or of any direct or indirect ownership interest in Franchisee, or of the assets of the Restaurant, that does not comply with the terms of Section 12 hereof;

**13.2.5.** If Franchisee fails to comply with the covenants in Section 15.2 hereof or fails to deliver to Little Caesar executed covenants required under Sections 8.5, 12.4 or 15.8 hereof;

**13.2.6.** If Franchisee or any personnel of Franchisee bound by Section 8 or a separate confidentiality agreement discloses or divulges the contents of the Manuals or any other Confidential Information;

**13.2.7.** If an approved transfer of a person's interest is not effected following death or mental or physical incapacity as required by Section 12.6 hereof;

**13.2.8.** If Franchisee knowingly maintains false books or records, or knowingly submits any false reports to Little Caesar;

**13.2.9.** If the lease for the Restaurant premises (i) expires without being renewed; (ii) for any reason is terminated; or (iii) is assumed by Little Caesar pursuant to Section 5.10.7 of this Agreement, unless any such event occurs in connection with a previously approved change in the Restaurant location;

**13.2.10.** If Franchisee receives 3 or more notices of default within any 12-month period, whether the defaults are similar or different and whether or not any of them is cured after notice, or if Franchisee receives 3 or more notices of default for the same default during the term of this Agreement, whether or not cured after notice;

**13.2.11.** If, within ten (10) days after receipt of written notice from Little Caesar that any required payment is overdue, Franchisee does not make such payment to Little Caesar, Little Caesar's affiliates, or to Franchisee's landlord, suppliers, or creditors, unless, with respect to Franchisee's suppliers or creditors, Franchisee notifies Little Caesar of the existence of a *bona fide* dispute and takes immediate action to resolve it;

**13.2.12.** If Franchisee or any owner or person authorized to communicate on behalf of Franchisee has made any material misrepresentations in connection with Franchisee's application to Little Caesar for the franchise granted herein or in connection with the operation of Franchisee's Restaurant or Franchisee's performance under this Agreement;

**13.2.13.** The perpetration by Franchisee of common law fraud against Little Caesar, its affiliates, or any guest or supplier of Franchisee;

**13.2.14.** The willful or repeated failure of Franchisee to meet any requirements or specifications established by Little Caesar with respect to product quality, physical property, condition of equipment or materials used, products manufactured, or the Restaurant menu; or the willful and repeated use of products, packaging, promotional materials, or social media that have not been specified or approved

by Little Caesar. Notwithstanding Section 13.2.10, Little Caesar may terminate for repeated failures even if Franchisee did not receive written notice of prior failures and/or cured the prior failures;

**13.2.15.** If Franchisee knowingly underreports Gross Sales on any occasion or if an inspection or audit reveals that any payment(s) due to Little Caesar have been understated in any report to Little Caesar (i) by five percent (5%) or more, or (ii) twice in any one year period;

**13.2.16.** If Franchisee fails to obtain required insurance coverage, or if required insurance coverage lapses or is cancelled and is not restored or replaced by Franchisee within forty-eight (48) hours after receipt of written notice of default;

**13.2.17.** If any person required to attend the initial training program under Section 5.8 fails to successfully complete the initial training program;

**13.2.18.** If Franchisee takes, withholds, misdirects or appropriates for Franchisee's own use any funds withheld from Franchisee's employees' wages for employees' taxes, FICA, insurance or benefits; generally fails to deal fairly and honestly with Franchisee's guests; or knowingly permits or, having discovered the facts, fails to take any action against or to discharge any person who has embezzled any funds or property of any guests, Little Caesar, Franchisee, or others;

**13.2.19.** If Franchisee refuses to permit Little Caesar to inspect any part of Franchisee's Restaurant or any books, records, and other documents pursuant to Little Caesar's right to do so under this Agreement;

**13.2.20.** If Franchisee fails to cure any default under this Agreement which Little Caesar believes materially impairs the goodwill associated with the Proprietary Marks or presents a health or safety hazard to Restaurant employees or guests, following delivery of a written notice to cure at least twenty-four (24) hours in advance thereof;

**13.2.21.** If any other franchise agreement between Little Caesar or any of its affiliates (regardless of the type of restaurant established by the franchise agreement) and Franchisee or an affiliate of Franchisee is terminated by Little Caesar or its affiliates for a default under the franchise agreement;

**13.2.22.** If Little Caesar determines, in its reasonable business judgment, that Franchisee has breached a material provision of this Agreement that is not, by its nature, curable or that goes to the essence of the Agreement.

**13.3. Termination with Notice and Opportunity to Cure.** Except as provided in Sections 13.1 and 13.2 hereof, Franchisee shall have thirty (30) days after its receipt from Little Caesar of a written notice of default within which to remedy any default hereunder and to provide evidence thereof to Little Caesar. If any such default is not cured within such time, or such longer period as applicable law may require, Little Caesar may immediately terminate this Agreement. Franchisee shall be in default hereunder for any failure substantially to comply with any of the requirements imposed by this Agreement, as they may from time to time be supplemented in writing as permitted herein, or to carry out the terms hereof in good faith.

**13.4. Cross-Default.** Any default by Franchisee under any other agreement between Little Caesar or its affiliates as one party, and Franchisee or any of Franchisee's owners or affiliates as the other party, shall be deemed to be a default of this Agreement, and Little Caesar shall have the right, subject to any applicable provisions for notice and cure set forth in the other agreement, to terminate this Agreement, effective immediately upon notice to Franchisee.

**13.5. Cross-Guarantee.** In the event Franchisee or any owner of Franchisee now holds or later acquires any interest in a LITTLE CAESARS restaurant other than the Restaurant franchised under this Agreement, Franchisee and its owners shall unconditionally guarantee full performance and discharge by the franchisee of all of the franchisee's obligations under the franchise agreement for such other LITTLE

CAESARS restaurant, including without limitation the payment of all royalty fees, advertising fees, additional fees, and other obligations.

**13.6. Extension of Cure Period by Operation of Law.** Notwithstanding the termination provisions set forth above, in the event that any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto limits Little Caesar's rights of termination hereunder or requires longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. Little Caesar shall not, however, be precluded from contesting the validity, enforceability, or application of such laws or regulations in any action, proceeding, hearing, or dispute relating to this Agreement or the termination thereof.

**13.7. Enforcement Costs.** In connection with any failure by Franchisee to comply with this Agreement, regardless of whether a notice of default or notice of termination is issued or a legal proceeding is initiated to enforce this Agreement, Franchisee shall reimburse Little Caesar, upon demand, for the costs and expenses incurred by Little Caesar as a result of such failure and Little Caesar's enforcement efforts. Such costs and expenses include, without limitation, travel expenses, costs of investigation and proof of facts, accountants', attorneys', attorneys' assistants and expert witness fees, court costs, administrative costs for dispute resolution services, mediator or arbitrator fees, and other dispute resolution expenses.

**13.8. Cumulative Remedies.** The rights and remedies granted to Little Caesar by this Agreement will not be deemed to prohibit Little Caesar from exercising any other right or remedy provided under this Agreement or permitted by law or equity. Little Caesar's right to terminate this Agreement in accordance with Section 13 shall be deemed to permit Little Caesar to elect remedies other than termination.

## **14. OBLIGATIONS UPON TERMINATION OR EXPIRATION**

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and Franchisee shall comply with each of the provisions below.

**14.1. Cessation of Restaurant Operations.** Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Little Caesar.

**14.2. Cessation of Use of Confidential Information and Proprietary Marks.** Franchisee shall immediately and permanently cease to use, in any manner whatsoever: (a) any Confidential Information and methods, procedures, and techniques associated with the System, including any products or ingredients which incorporate trade secrets or Confidential Information; and (b) the Proprietary Marks and all other proprietary marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. At Little Caesar's option, any sign bearing the Little Caesars name will be deemed to be the property of Little Caesar even though Franchisee may have paid a third party to make the sign.

**14.3. Cancellation of Assumed Name Registration.** Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains any of the Proprietary Marks or any derivative thereof, and Franchisee shall furnish Little Caesar with evidence satisfactory to Little Caesar of compliance with this obligation within thirty (30) days after termination or expiration hereof. If Franchisee fails or refuses to do so, Little Caesar may, in Franchisee's name, on Franchisee's behalf, and at Franchisee's expense, execute any and all necessary documents; and Little Caesar is hereby irrevocably appointed by Franchisee as Franchisee's attorney-in-fact to effectuate the foregoing obligation.

### **14.4. Occupancy of Restaurant Premises; Modification of Premises.**

**14.4.1.** If Franchisee or any affiliate, owner, or officer of Franchisee, or any of their respective family members, leases the Restaurant premises from a landlord who is not affiliated with

Franchisee, Franchisee or its affiliate, owner or officer shall, at Little Caesar's request, immediately assign to Little Caesar, effective on the date specified by Little Caesar, Franchisee's or its affiliate's, owner's or officer's interest in the lease for the Restaurant premises. Franchisee must provide a current copy of the lease for Little Caesar's review in determining whether to request assignment of the lease. Franchisee shall also provide any landlord consent requested by Little Caesar. Little Caesar will have the right to further assign the lease, without recourse, to any affiliate or approved franchisee of Little Caesar.

**14.4.2.** If Franchisee or any affiliate, owner, or officer of Franchisee, or any of their respective family members, owns the Restaurant premises, that owner shall offer to sell or lease the premises to Little Caesar, at Little Caesar's option. Little Caesar will designate a reputable, independent commercial real estate appraiser to determine the fair market purchase price and fair market rental rate for the premises based on comparisons with recent sale and lease transactions for similar buildings in the area. Little Caesar will have thirty (30) days after receipt of the appraiser's determination of the fair market purchase price and fair market rental rate to accept the offer to purchase the premises, accept the offer to lease the premises, or decline both offers. If Little Caesar elects to purchase or lease, the parties will sign Little Caesar's then-current form purchase agreement or then-current form lease, as applicable. In the case of a lease, the initial lease term and the number and length of renewal options must be commercially reasonable when compared to leases for similar space in buildings in the area. Little Caesar will have the right to assign the purchase agreement or lease, without recourse, to any affiliate or approved franchisee of Little Caesar.

**14.4.3.** If Little Caesar elects to assume Franchisee's lease or to enter into a purchase agreement or lease for the premises, Franchisee shall promptly vacate the premises, rendering all necessary assistance to Little Caesar to enable it to take prompt possession thereof.

**14.4.4.** If Little Caesar does not assume Franchisee's lease or enter into a purchase agreement or lease for the Restaurant premises, Franchisee shall make such modifications or alterations to the premises (including but not limited to changing signs, color scheme, configuration, layout, wall tiles and floor tiles) immediately upon termination or expiration hereof as may be necessary to distinguish the appearance of the premises from that of a Little Caesars Restaurant. Franchisee shall make such specific additional changes as Little Caesar may request to dissociate the location from the System (including but not limited to, at Little Caesar's option, the assignment of the Restaurant's telephone number(s) to Little Caesar).

**14.5. No Similar Marks.** Franchisee agrees not to use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks in connection with any other business or the promotion thereof which is likely to cause confusion, mistake, or deception, or which is likely to dilute the rights of Little Caesar or its affiliates in and to the Proprietary Marks. Franchisee further agrees not to use any designation of origin or description or representation which falsely suggests or represents an association or connection with Little Caesar.

**14.6. Franchisee Payment of Debts.** Franchisee shall promptly pay all sums owing to Little Caesar and its affiliates, which obligation shall give rise to and remain, until paid in full, a lien in favor of Little Caesar and its affiliates against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Restaurant premises at the time of default.

**14.7. Liquidated Damages for Non-Compliance; Payment of Little Caesar's Costs in Securing Compliance.** If Franchisee fails to comply promptly with any of its obligations in this Section 14: (a) Franchisee agrees to pay Little Caesar \$250 per day for each day that Franchisee is in default, as a reasonable estimate of the damages suffered by Little Caesar; and (b) to prevent further injury, Little Caesar may hire a third party or use its own personnel to de-identify the Restaurant and/or carry out any other obligations of Franchisee on Franchisee's behalf. Franchisee's obligation for liquidated damages shall not affect Little Caesar's right to obtain appropriate injunctive relief and other remedies to enforce this Section 14, its trademark rights under Section 7 above, and the covenants set forth in Sections 8 and 15. In addition to the liquidated damages provided above, Franchisee shall pay to Little Caesar: (a) the amount of expenses reasonably incurred by Little Caesar to perform any obligations that Franchisee has failed to

perform (using reasonable hourly rates for Little Caesar personnel, and including (if applicable) travel and lodging expenses); and (b) all damages, costs, and expenses, including without limitation attorneys' fees, incurred by Little Caesar subsequent to the termination or expiration hereof in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14. Little Caesar will have the right to transfer from Franchisee's account by EFT, as provided in Section 3.5, a payment of \$10,000 in respect of the liquidated damages and expenses referred to in this Section 14.7. Upon completion of de-identification of the Restaurant to Little Caesar's reasonable satisfaction and payment of the expenses provided for in this section, Little Caesar will refund to Franchisee any unused portion of the \$10,000 remaining. If the \$10,000 payment is insufficient to satisfy Franchisee's obligations under this section, Franchisee shall pay any balance due within 30 days after presentation of appropriate invoices by Little Caesar.

**14.8. Liquidated Damages Upon Termination Due to Franchisee's Default.** Except as provided in Section 2.5, if this Agreement is terminated prior to the end of its term due to Franchisee's default hereunder, then in addition to the amounts set forth in Section 14.6 and 14.7 above, Franchisee shall promptly pay to Little Caesar a lump sum payment (as damages and not as a penalty) for breaching this Agreement and for Little Caesar's lost future revenue as a result of such breach, in an amount equal to the average monthly royalty fees, advertising fees, and additional fees payable with respect to the Restaurant under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the date of termination, multiplied by the lesser of thirty-six (36) months or the number of months then remaining in the then-current term of this Agreement. For greater certainty, if a change of ownership occurred with respect to the Restaurant during the preceding 12-month period, the lump sum payment calculation will include the periods before and after the ownership change. If the Restaurant has been open less than twelve (12) months as of the date of termination, the lump sum payment calculation will be the average monthly royalty fees and advertising fees payable by Franchisee for the period the Restaurant was open, multiplied by thirty-six (36) months. Franchisee acknowledges that a precise calculation of the full extent of the damages Little Caesar will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light of the damages Little Caesar will incur for Franchisee's material default causing the premature termination of this Agreement. This lump sum payment shall be in lieu of any damages for Little Caesar's lost future revenue that Little Caesar may incur as a result of Franchisee's default, but it shall be in addition to all amounts provided above in Sections 14.6 and 14.7 and other costs and expenses to which Little Caesar is entitled under the terms of this Agreement. Franchisee's payment of this lump sum shall not affect Little Caesar's right to recover damages other than lost future revenue and to obtain appropriate injunctive relief and other remedies to enforce this Section 14, its trademark rights under Section 7 above, and the covenants set forth in Sections 8 and 15.

**14.9. Franchisee Return of Manuals and Other Materials.** Franchisee shall immediately return and delete from electronic devices all materials containing Confidential Information and furnish Little Caesar with the name and address of all past and current Restaurant suppliers together with the amount(s) due, if any. Franchisee also shall return, at Little Caesar's request, all unused products and ingredients which incorporate trade secrets or Confidential Information, and Little Caesar shall refund the purchase price thereof plus shipping charges.

**14.10. Little Caesar's Right to Acquire Assets After Termination.** Little Caesar shall have the option, to be exercised within a reasonable time after termination of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment, signs, fixtures, or supplies related to the operation of the Restaurant, at the fair market value for use in a restaurant operation, and all inventory at Franchisee's cost (excluding shipping, insurance, and any other ancillary charges). Consistent with Little Caesar's rights hereunder, Franchisee shall not take any action to transfer, dispose of or encumber (or permit the same) any of the Restaurant assets or any agreement affecting the occupancy of the Restaurant. The time to exercise the option will be extended for any period of time in which Franchisee fails to provide a current copy of the Restaurant lease to Little Caesar or otherwise fails to cooperate with Little Caesar's evaluation of the possible purchase of the above assets. If the parties cannot agree on the price of any assets that Little Caesar designates for purchase within fifteen (15) days after Little Caesar's exercise of the option, an independent appraiser shall be jointly designated, and the appraiser's determination shall be final and binding. Little Caesar will have thirty (30) days after receipt of the appraiser's determination to decide

whether to proceed with the purchase. If Little Caesar elects to proceed, closing shall take place within fifteen (15) days thereafter. Little Caesar shall have the right to set off all amounts due from Franchisee, or due from Franchisee to any creditor, and the cost of the appraisal, if any, against the payment price of such items.

**14.11. Future Communications.** For three years following the termination or expiration of this Agreement, Franchisee agrees to advise Little Caesar of its current business and residential addresses and telephone numbers.

## **15. COVENANTS**

**15.1. Franchisee to Devote Full Time and Best Efforts to Restaurant.** Franchisee covenants that during the term hereof, except as otherwise approved in writing by Little Caesar, Franchisee (or if Franchisee is a corporation or other entity, an owner of Franchisee) or an individual designated by Franchisee and approved by Little Caesar shall devote his or her full time and best efforts to on-site management and operation of the Restaurant. Little Caesar will approve the individual designated by Franchisee if Little Caesar determines, after review of all requested background information, that the designated individual is qualified to assume the responsibility to operate and manage the Restaurant. At Little Caesar's option, Little Caesar may require that the individual acquire an equity interest in the Restaurant and/or Franchisee.

**15.2. Non-Competition During Term of Agreement.** Franchisee acknowledges that Franchisee and its owners and personnel will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Little Caesar and the System, which together constitute Confidential Information under Section 8.3 and trade secrets of Little Caesar. Franchisee covenants that during the term hereof it shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity:

**15.2.1.** Divert or attempt to divert any business or guest of the Restaurant to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

**15.2.2.** Own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with, a business which is a quick or fast service restaurant engaged in the sale of pizza, chicken wings, and/or related products.

**15.3. Non-Competition After Agreement Ends.** Commencing upon the date of: (a) a transfer permitted under Section 12 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final arbitration or court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.3, Franchisee and each owner of Franchisee shall not, during the time frame and in the geographic areas described below, without Little Caesar's prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a business which is a quick or fast service restaurant engaged in the sale of pizza, chicken wings, and/or related products. The prohibitions set forth in this Section 15.3 shall apply: (i) for a continuous uninterrupted one (1) year period with respect to the Designated Market Area, as defined by Nielsen, of any Little Caesars restaurant, regardless of concept, and regardless of whether the restaurant is owned by a franchisee of Little Caesar or by Little Caesar or an affiliate; and (ii) for a continuous uninterrupted two (2) year period with respect to the Designated Market Area in which Franchisee's Restaurant was located. Such time periods shall be tolled for any period of time during which Franchisee or any owner of Franchisee is in breach of this Section 15.3 and shall resume only when such person begins or resumes compliance.

**15.4. Breach of Covenants Causes Irreparable Injury.** Franchisee acknowledges that a violation of the terms of this Section 15 would result in irreparable injury to Little Caesar for which no

adequate remedy at law may be available. Without limiting Franchisee's obligations in Section 23.9, Franchisee agrees to pay all court costs and attorneys' fees incurred by Little Caesar in recovering damages and/or obtaining injunctive or other equitable or legal relief with respect to any violation of this Section 15.

**15.5. Little Caesar's Right to Reduce Scope of Covenants.** Franchisee agrees and acknowledges that Little Caesar shall have the right to reduce the scope of any covenant or any portion thereof set forth in Sections 15.2 and 15.3 hereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 hereof.

**15.6. Covenants Reasonable.** Franchisee agrees that the covenants contained in Sections 15.2 and 15.3 above are reasonable with respect to the activities covered, duration, and geographic scope, and that Franchisee shall not raise any issue of the reasonableness of the terms of such covenants in any proceeding to enforce those covenants. Franchisee represents that it and each of its owners possess skills and abilities of a general nature that provide them with other opportunities for employment and, therefore, Little Caesar's enforcement of the non-competition covenant under Section 15.3 will not deprive Franchisee or any of its owners of their personal goodwill or ability to earn a living through alternative means.

**15.7. Enforceability of Covenants Not Affected by Franchisee Claims.** Franchisee expressly agrees that the existence of any claims it may have against Little Caesar, whether or not arising hereunder, shall not constitute a defense to the enforcement by Little Caesar of the covenants in this Section 15.

**15.8. Commitments from Individuals.** Franchisee shall obtain signed agreements containing restrictions similar to those set forth in this Section 15 (including restrictions applicable upon the termination of a person's relationship with Franchisee) from the following persons: (1) all officers, directors, and Restaurant supervisors of Franchisee; and (2) all persons and entities from which Little Caesar may require a Guarantee pursuant to Section 16.4 below. Franchisee shall furnish copies of the executed agreements required by this Section to Little Caesar upon request. Little Caesar has the right to approve the form of the agreements required by this Section 15.8, each of which must identify Little Caesar as a third party beneficiary with the independent right to enforce the agreement.

## **16. FRANCHISEE AS A CORPORATION, PARTNERSHIP OR LLC**

**16.1. Corporate Franchisee.** Except as otherwise approved in writing by Little Caesar, if Franchisee is a corporation, it shall: (i) furnish Little Caesar with copies of its articles and bylaws and such other documents as Little Caesar may request, and any amendments thereto; (ii) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Restaurant; (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and only issue securities upon the face of which a legend appears, in a form satisfactory to Little Caesar, which references the transfer restrictions imposed by this Agreement; (iv) not issue any voting securities or securities convertible into voting securities other than with Little Caesar's consent and in compliance with all other applicable provisions of Section 12; and (v) maintain a current list of all owners of record and all beneficial owners of Franchisee and furnish the list to Little Caesar upon request.

**16.2. Partnership Franchisee.** If Franchisee is a partnership it shall: (i) furnish Little Caesar with copies of its partnership agreement and such other documents as Little Caesar may request, and any amendments thereto; and (ii) prepare and furnish to Little Caesar, upon request, a current list of all general and limited partners in Franchisee.

**16.3. Limited Liability Company Franchisee.** If Franchisee is a limited liability company, it shall: (i) furnish Little Caesar with copies of its articles of organization and operating agreement, as well as such other documents as Little Caesar may request, and any amendments thereto; (ii) prepare and furnish to Little Caesar, upon request, a current list of all members and managers in Franchisee; and (iii) maintain stop transfer instructions on its records against the transfer of any membership units and, if such units are



certificated, ensure that the certificates bear a legend, in a form satisfactory to Little Caesar, which references the transfer restrictions imposed by this Agreement.

**16.4. Direct and Indirect Owners to Execute Personal Guarantees.** The following individuals and entities shall guarantee Franchisee's performance of each and every provision of this Agreement, by executing a Guarantee in the form attached hereto as **Exhibit A**:

**16.4.1.** Any individual, entity or trustee that owns any direct or indirect interest in Franchisee. Franchisee represents and warrants that the information contained in the Franchisee Ownership Information Form attached to this Agreement as **Exhibit B** is accurate and complete and agrees that each owner identified therein shall execute a Guarantee.

**16.4.2.** Any individual that is or becomes the spouse of any natural person required by Section 16.4.1 to execute a Guarantee shall execute the Guarantee jointly and severally with that person. Franchisee or the guarantor shall notify Little Caesar in writing of a new spouse and provide a signed Guarantee and the signed agreements required by Section 15.8 within forty-five (45) days after marriage.

## **17. TAXES**

**17.1. Payment of Taxes.** Franchisee shall promptly pay to Little Caesar an amount equal to all taxes levied, assessed, or imposed upon, or required to be collected or paid by, Little Caesar by reason of the furnishing of products, services, or trademarks, service marks, or other intangible property by Little Caesar to Franchisee through the sale, license or lease of property or property rights provided by this Agreement (including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies).

**17.2. Challenging Tax Assessment.** In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law.

## **18. NATURE OF RELATIONSHIP; INDEMNIFICATION**

**18.1. Independent Contractor; No Fiduciary Relationship.** Franchisee is an independent contractor of Little Caesar. Nothing in this Agreement is intended to make Franchisee or Little Caesar an agent, legal representative, subsidiary, joint venturer, partner, employee, employer, joint employer, enterprise, or servant of or with the other, for any purpose. Franchisee is not authorized to make any contract, agreement, warranty, or representation on Little Caesar's behalf or to incur any debt or other obligation in Little Caesar's name. Little Caesar assumes no liability for and shall not be deemed liable as a result of any such action; nor shall Little Caesar be liable by reason of any act or omission of Franchisee in its conduct of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Little Caesar. This Agreement does not create a fiduciary relationship between Little Caesar and Franchisee..

**18.2. Public Notice of Independent Status.** Franchisee shall conspicuously identify itself and the Restaurant in all dealings with its employees, guests, contractors, suppliers, public officials, and others, as an independent franchisee of Little Caesar, and shall place such notice of independent ownership in its Restaurant and on all forms, business cards, stationery, payroll records, advertising, signs, and other materials, and in any electronic medium approved under Section 5.26, in such fashion as Little Caesar may specify from time to time in the Manuals or otherwise in writing.

**18.3. Manufacturer Warranties.** Franchisee acknowledges and agrees that neither Blue Line nor Little Caesar is the manufacturer of most of the items supplied by Blue Line. All claims and actions based on any manufacturer warranty must be made and prosecuted by Franchisee against the applicable manufacturer and/or warrantor at Franchisee's own expense, unless specifically agreed to in writing by Blue Line and Little Caesar. Franchisee acknowledges and agrees that Blue Line and Little Caesar have

no responsibility or liability with respect to any warranty from other manufacturers and no obligation to raise or prosecute any claim or action based on a breached warranty on Franchisee's behalf. FRANCHISEE ACKNOWLEDGES AND AGREES THAT LITTLE CAESAR AND BLUE LINE HAVE DISCLAIMED ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE ITEMS SUPPLIED BY BLUE LINE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND THOSE WARRANTIES ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. LITTLE CAESAR AND BLUE LINE DO NOT WARRANT THAT ANY ITEM SUPPLIED BY BLUE LINE WILL MEET FRANCHISEE'S EXPECTATIONS OR THAT ANY EQUIPMENT OR SOFTWARE SUPPLIED BY BLUE LINE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. FRANCHISEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES BY BLUE LINE WHICH EXTEND TO THE ITEMS AND GOODS SUPPLIED TO FRANCHISEE. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS OR ASSERT DEFENSES AGAINST BLUE LINE AND LITTLE CAESAR FOR, AND AGREES THAT BLUE LINE AND LITTLE CAESAR WILL NOT BE LIABLE TO FRANCHISEE FOR, ANY LOSS, DAMAGE, INJURY, DIMINUTION IN VALUE, LIABILITY, EXPENSE, OR COST ARISING OUT OF OR RELATED TO AN ITEM MANUFACTURED OR WARRANTED BY A THIRD PARTY.

**18.4. Indemnification.** Franchisee shall indemnify, defend and hold harmless to the fullest extent permitted by law, Little Caesar and its affiliates and their respective directors, officers, employees, shareholders, and agents (collectively "indemnitees") from any and all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with (i) Franchisee's construction, maintenance, or operation of the Restaurant, including, but not limited to, claims arising from the maintenance of Restaurant premises, operation of motor vehicles, and the actions or omissions of Franchisee's employees; and (ii) Franchisee's or its owners', managers' or employees' attendance and participation in training, as described in Section 5.8 (collectively "event"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the indemnitees, provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of indemnitees (except to the extent that joint liability is involved, in which case the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 18.5, the term "losses and expenses" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Little Caesar's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Franchisee shall give Little Caesar prompt notice of any event of which it is aware for which indemnification may be required by this Section, and, at the expense and risk of Franchisee, Little Caesar may elect to assume (but under no circumstances is obligated to undertake) the defense and/or settlement thereof, provided that Little Caesar will seek the advice and counsel of Franchisee. Any assumption of Little Caesar shall not modify Franchisee's indemnification obligation. Little Caesar may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Little Caesar's sole judgment, necessary for the protection of the indemnitees or the System.

## **19. APPROVALS AND WAIVERS**

**19.1. No Guarantees or Waiver.** Little Caesar makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor. No delay, waiver, omission, or forbearance on the part of Little Caesar to exercise any right, option, duty, or power arising out of any breach or default by Franchisee, or by any other franchisee, of any of the terms, provisions, or covenants thereof, shall constitute a waiver by Little Caesar to enforce any such right, option, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Little Caesar of any payments due to it hereunder shall not be

deemed to be a waiver by Little Caesar of any preceding or succeeding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

**19.2. Requests for Waivers, Approvals or Consents.** Whenever Franchisee desires Little Caesar's waiver of any obligation in this Agreement and whenever this Agreement requires Franchisee to obtain Little Caesar's written approval or consent, Franchisee must address its written request for the waiver, approval or consent to National Vice President, Franchise Operations (unless Little Caesar specifies another individual or department in writing). The request must specify the provision of this Agreement for which a waiver or consent is sought and the basis of the request.

**19.3. Little Caesar's Reasonable Business Judgment.** Whenever Little Caesar reserves or is deemed to have reserved discretion in a particular area or where Little Caesar agrees or is deemed to be required to exercise its rights reasonably or in good faith, Little Caesar will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. A decision or action by Little Caesar will be deemed to be the result of "Reasonable Business Judgment," even if other reasonable or even arguably preferable alternatives are available, if Little Caesar's decision or action is intended, in whole or significant part, to promote or benefit the LITTLE CAESARS System generally, even if the decision or action also promotes a financial or other individual interest of Little Caesar or its affiliates. Examples of items that will promote or benefit the LITTLE CAESARS System include, without limitation, enhancing the value of the Proprietary Marks, improving guest service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the LITTLE CAESARS System.

**19.4. Remedy for Non-Approval.** In no event shall Franchisee be entitled to make, nor shall Franchisee make, any claim, and Franchisee hereby waives any claim for money damages, nor shall Franchisee claim any money damages by way of set-off, counterclaim, or defense, based upon any claim or assertion by Franchisee that Little Caesar has unreasonably withheld or unreasonably delayed any consent or approval as required by this Agreement. Franchisee's sole remedy for any such claim shall be an action or proceeding to enforce any such provisions, or for specific performance, or declaratory judgment.

**19.5. Atypical Modifications to System.** Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Little Caesar specifically reserves the right and privilege as it may deem in the best interests of all concerned in any specific instance, to vary certain standards for one or more LITTLE CAESARS Restaurants, based upon the peculiarities of each Restaurant's guest base, location, density of population, business potential, population of trade area, existing business practices or any other condition which Little Caesar deems to be of importance to the successful operation of the specific Restaurant. Franchisee shall not be entitled to require Little Caesar to disclose or grant to Franchisee a like or similar variation.

## **20. NOTICES**

All formal notices related to this Agreement must be in writing and delivered in person or sent by certified mail, by national commercial delivery service, or by other written or electronic means which affords the sender reliable evidence of delivery or attempted delivery. For the avoidance of doubt, Little Caesar's delivery of notice to the business email address that Little Caesar has on file for Franchisee will constitute effective notice unless Little Caesar receives a non-delivery message.

Franchisee shall designate the name of an owner of Franchisee to receive notice on behalf of Franchisee.

Changes to the Manuals and/or any written instructions that Little Caesar furnishes to Franchisee relating to operational matters do not require formal notice under this Section and may be given by email, by posting the change in the FPN or other online forum, or by other reasonable notice method. Notices to Little Caesar must be addressed to and sent to the Legal Department at company headquarters.

## **21. ENTIRE AGREEMENT; MODIFICATIONS**

**21.1. Entire Agreement.** This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Franchisee acknowledges that it is entering into this Agreement, and any ancillary agreement executed contemporaneously herewith, as a result of its own independent investigation of the business franchised hereby and not as a result of any representations made by Little Caesar, persons associated with Little Caesar, or other LITTLE CAESARS franchisees, which are contrary to the terms herein set forth or which are contrary to the terms of the FDD or other similar document required or permitted to be given to Franchisee pursuant to applicable law. Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

**21.2. Modification of Agreement Approved by Majority of Franchised Restaurants.** Little Caesar has the right to unilaterally modify this Agreement if the modification is approved by a vote or the written consent of a majority of the franchised Restaurants in operation at that time. If a proposed modification is approved by a majority of the franchised Restaurants, Franchisee will be given written notice of the modification and the effective date of the modification. The effective date of the modification will be at least fourteen days after the written notice. Little Caesar's right to modify this Agreement under the provisions of this Section will be in addition to and will not limit or act as a condition on Little Caesar's right to unilaterally modify this Agreement and/or the System as otherwise permitted in this Agreement.

## **22. SEVERABILITY AND CONSTRUCTION**

**22.1. Severability and Construction.** Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision hereof shall be considered severable; and if, for any reason, any portion, section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions hereof as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part hereof.

**22.2. Survival of Modified Covenants.** Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part hereof, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Little Caesar is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

**22.3. Survival of Obligations After Expiration of Agreement.** Any provision or covenant of this Agreement which by its terms or by reasonable implication is to be performed, in whole or in part, after the expiration or termination of this Agreement shall survive such expiration or termination.

**22.4. Captions.** The Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of the terms of this Agreement.

**22.5. Affiliate Defined.** For purposes of this Agreement, the term “**affiliate**” means any person or legal entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or legal entity.

**22.6. Time of the Essence.** The parties agree and acknowledge that time is of the essence with regard to Franchisee’s obligations under this Agreement.

## **23. DISPUTE RESOLUTION; LIMITATION ON LEGAL RIGHTS**

**23.1. Choice of Law.** This Agreement and the relationship between Franchisee and Little Caesar shall be governed by and interpreted and construed under the laws of the State of Michigan. In the event of any conflict of law question, the laws of Michigan shall prevail, without regard to the application of Michigan conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Michigan, and if the Restaurant is located outside of Michigan and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 23.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Michigan to which it would not otherwise be subject.

**23.2. Venue.** Any action brought by Franchisee or any affiliate or owner of Franchisee against Little Caesar or its affiliate shall be brought exclusively, and any action brought by Little Caesar or its affiliate against Franchisee or any affiliate or owner of Franchisee may be brought, in the federal district court covering the location at which Little Caesar has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Franchisee or any affiliate or owner), and may (with respect to actions commenced by Little Caesar or its affiliate), be brought in the state court within the judicial district in which Little Caesar has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Franchisee, its affiliates and owners shall not dispute jurisdiction or venue in any forum established under this Section and shall not attempt to change venue established under this Section based on forum *non conveniens* or any other reason.

**23.3. Non-exclusivity of Remedy.** No right or remedy conferred upon or reserved to Little Caesar hereby is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

**23.4. Right to Injunctive Relief.** Nothing herein contained shall bar Little Caesar’s right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

**23.5. WAIVER OF TRIAL BY JURY.** LITTLE CAESAR AND FRANCHISEE, AND THEIR AFFILIATES AND OWNERS, IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

**23.6. LIMITATION OF CLAIMS.** ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED WITHIN ONE (1) YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM (AND TIMELY SERVED ON THE OPPOSING PARTY), OR SUCH SHORTER PERIOD REQUIRED BY ANY APPLICABLE LAW OR STATUTE, EXCEPT FOR CLAIMS RELATING TO THE FINANCIAL OBLIGATIONS OF FRANCHISEE OR FRANCHISEE’S POST-TERM OBLIGATIONS UNDER THIS AGREEMENT.

**23.7. WAIVER OF PUNITIVE DAMAGES.** EXCEPT AS PROVIDED IN SECTION 18.4, LITTLE CAESAR AND FRANCHISEE, AND THEIR AFFILIATES AND OWNERS, WAIVE IN ANY JUDICIAL

ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THAT PARTY.

**23.8. NO CLASS ACTIONS.** NEITHER FRANCHISEE NOR LITTLE CAESAR SHALL SEEK TO LITIGATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY IN ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND LITTLE CAESAR AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR LITTLE CAESAR, UNLESS BOTH FRANCHISEE AND LITTLE CAESAR CONSENT IN WRITING. LITTLE CAESAR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY JUDICIAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF LITTLE CAESAR, INCLUDING, BUT NOT LIMITED TO, BLUE LINE, WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

**23.9. Costs and Legal Fees.** If Franchisee initiates a legal proceeding against Little Caesar, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, then Franchisee shall reimburse Little Caesar for the costs and expenses incurred by Little Caesar as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings. This Section 23.9 shall survive termination of this Agreement.

## **24. ACKNOWLEDGMENTS AND REPRESENTATIONS**

**24.1. Recognition of Business Risks.** Franchisee and its owners acknowledge that the business venture contemplated hereby involves business risks, which could result in the loss of a significant portion or all of Franchisee's investment, and that Franchisee's success will be largely dependent upon the ability of Franchisee as an independent business person (or the ability of the owners, if Franchisee is a corporation or other entity). Little Caesar expressly disclaims the making of, and Franchisee and its owners acknowledge that they have not received, any warranty, guarantee, or representation, express or implied, from any employee or agent of Little Caesar, as to the prior, current, or potential sales, income, profits, cash flows, or success of the business venture contemplated by this Agreement or of other restaurants, or of the suitability of the Approved Location of the Restaurant.

**24.2. Receipt of Franchise Offering Materials.** Franchisee acknowledges that it received a LITTLE CAESARS Franchise Disclosure Document, as required under federal and applicable state franchise disclosure law, at least fourteen (14) calendar days before signing this Agreement or any other binding agreement with respect to the Restaurant or paying any fees to Little Caesar or its affiliates with respect to the Restaurant. In addition, if Little Caesar materially altered the provisions of this Agreement, any attachments relating thereto, or any related agreements attached to the LITTLE CAESARS Franchise Disclosure Document (except as a result of negotiations Franchisee initiated), Franchisee acknowledges that it received a copy of this Agreement or the related agreement at least seven (7) calendar days before signing it.

**24.3. Review of Franchise Offering Materials.** Franchisee acknowledges that it has read and understands the Franchise Disclosure Document, this Agreement, and the attachments hereto, and that

Little Caesar has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

**24.4. Uniformity of Agreements.** Franchisee acknowledges that it is aware that other franchisees of Little Caesar operate under a number of different forms of franchise agreements that were entered into at different times and for different locations and that, consequently, the obligations and rights of the parties to such other agreements may differ materially in certain instances from Franchisee's rights and obligations under this Agreement.

**24.5. No False Statements.** Franchisee represents that all information submitted to Little Caesar by Franchisee and its owners, including but not limited to all applications, financial information, the Franchisee Ownership Information Form, and all other documents and information, is true, correct, and complete in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. Franchisee agrees to promptly advise Little Caesar of any material change in the information or statements submitted to Little Caesar. Franchisee acknowledges and understands that Little Caesar has entered into this Agreement in reliance on the statements and information submitted to Little Caesar by Franchisee and its owners, and that any material breach, inaccuracy, or omission is grounds for Little Caesar to terminate this Agreement.

**24.6. No Conflicting Agreements.** Franchisee represents that neither Franchisee nor any owner of Franchisee is a party to or is otherwise subject to any other agreement, promise, representation, warranty, covenant, court order, settlement agreement, or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits Franchisee or its owners from entering into this Agreement or from fulfilling all of Franchisee's obligations under this Agreement.

**24.7. No Other Beneficiaries.** Little Caesar is not obligated or liable, as a result of this Agreement, to any person or entity that is not a party to this Agreement. Franchisee understands that Franchisee is not a third party beneficiary of any other franchise agreement between Little Caesar and other franchisees, and that Franchisee has no independent right to enforce the terms of, or require performance under, any other franchise agreement.

**24.8. Terrorist and Money Laundering Activities.** Franchisee and its owners, officers, directors, members, partners and agents represent and warrant to Little Caesar that: (a) they are not identified by name or alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (text is currently available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac)); (b) they are not directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (c) they will not act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (d) they are in full compliance with all laws proscribing money laundering and corrupt practices. Further, Franchisee and its owners, officers, directors, members, partners and agents represent and warrant to Little Caesar that they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act (text currently available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13244 (text currently at <http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html>), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee and its owners, officers, directors, members, partners and agents must immediately notify Little Caesar in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

## **25. AMENDMENT OF PRIOR AGREEMENTS**

**25.1. California Material Modification for California Restaurants Only.** If Franchisee (or its affiliates) previously entered into one or more franchise agreements with Little Caesar and/or LC Trademarks, Inc., this Section 25 may include a material modification of those existing franchise agreements. If that is the case, then with respect to each existing franchise agreement for a LITTLE CAESARS

Restaurant located in California, Franchisee (or its affiliate) acknowledges having received Little Caesar's Franchise Disclosure Document, which included a copy of this Agreement containing the material modifications, at least five business days before executing this Agreement. If Franchisee notifies Little Caesar in writing within five business days after executing this Agreement that Franchisee (or its affiliate) rescinds this modification of the existing franchise agreement(s) for LITTLE CAESARS Restaurant(s) located in California, this Franchise Agreement will be null and void and Franchisee will not have the right to develop a franchise under this Franchise Agreement.

**25.2. Amendment of Prior Agreements.** In order to enhance consistency and quality of operation, performance, dispute resolution and other matters, Little Caesar and its affiliates amend their standard Franchise Agreements from time to time. As a result, this Agreement may be different from other Little Caesars franchise agreements that Franchisee or its affiliates may have signed with Little Caesar or its affiliates in the past and may contain revised provisions regarding modifications to the System, fees, manner of payment of fees and late fees, duties of franchisee, protection of trademarks, status and protection of Manuals and Confidential Information, advertising, insurance, accounting and records, transfers, default and termination, obligations on termination, franchisee covenants, taxes, indemnification, obligations to defend, approvals and waivers, notices, construction of agreement and applicable law. To cooperate with Little Caesar and its affiliates in the achievement of these goals and as a condition of the grant of an additional franchise, Franchisee agrees that all of Franchisee's existing franchise agreements with Little Caesar or an affiliate of Little Caesar and all existing franchise agreements between any affiliate of Franchisee and Little Caesar or an affiliate of Little Caesar (including LC Trademarks, Inc.) are amended to match the following provisions of this Agreement (if the existing franchise agreements do not already include these provisions) and, in the event of a conflict between an existing agreement provision and the following provisions in this Agreement, the following provisions of this Agreement shall control: Sections 1.5, 1.6, 1.7, 2.3, 2.4, 3.4, 3.5, 3.7, 5.1 through 5.27, 7.1 through 7.4, 8.1 through 8.5, 9.1 through 9.8, 10.1 through 10.5, 11.1 through 11.5, 12.1 through 12.9, 13.1 through 13.7, 14.1 through 14.12, 15.1 through 15.8, 16.1 through 16.4, 17.1 through 17.2, 18.1 through 18.4, 19.1 through 19.5, 20, 21.1 through 21.2, 22.1 through 22.6, 23.1 through 23.9, and 25.1 through 25.2. FRANCHISEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION 25.2 AMENDS ALL OF FRANCHISEE'S EXISTING FRANCHISE AGREEMENTS WITH LITTLE CAESAR OR ANY AFFILIATE OF LITTLE CAESAR (INCLUDING LC TRADEMARKS, INC.) AND THAT ANY SUCH AMENDMENT WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**[Signature Page Follows]**



**This Agreement is effective and binding once counter-signed by an authorized officer of Little Caesar (the “Effective Date”).**

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first above written.

ATTEST:

\_\_\_\_\_

**LITTLE CAESAR ENTERPRISES, INC.**

By: \_\_\_\_\_  
Patrick Cunningham  
Title: Vice President, US Development

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

**FRANCHISEE**

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

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

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

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

Franchise #

**Exhibit A**  
**to Franchise Agreement**

**GUARANTEE**

As an inducement to **Little Caesar Enterprises, Inc.** to execute the Franchise Agreement with \_\_\_\_\_ (“**Franchisee**”) dated \_\_\_\_\_, 20\_\_ (the “**Franchise Agreement**”), the undersigned (the “**Guarantors**”), jointly and severally, agree as follows:

1. Guarantors, jointly and severally, unconditionally guarantee to Little Caesar Enterprises, Inc., Blue Line Foodservice Distribution, Inc. (“**Blue Line**”), and their affiliates, successors and assigns (collectively, “**Little Caesar**”) that all of Franchisee’s obligations under the Franchise Agreement and under other agreements or arrangements between Franchisee and Little Caesar (collectively, “**Franchisee Obligations**”), will be punctually paid and performed. Guarantors shall pay or cause to be paid all monies payable by Franchisee to Little Caesar and its affiliated and related entities, including but not limited to all monies payable by Franchisee under the Franchise Agreement, as well as all monies owing at any time by Franchisee to Blue Line, without right of set-off, on the date and in the manner required for payment.

2. Guarantors unconditionally guarantee full performance and discharge by Franchisee of all Franchisee Obligations on the date and times and in the manner required.

3. Guarantors agree to be personally bound by Section 23.9 of the Franchise Agreement and to pay or cause to be paid to Little Caesar all monies payable by Franchisee to Little Caesar pursuant to Section 23.9.

4. Without limiting any of the foregoing, Guarantors agree to be personally bound by the covenants set forth in the Franchise Agreement, including in Sections 5, 7, 8, 11, 12, 14, 15, 18, 23 and 24.

5. Guarantors shall indemnify, defend and hold harmless Little Caesar and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses, including, but not limited to, attorneys’ fees and costs, which Little Caesar and its affiliates may sustain, incur, or become liable for by reason of:

a. Franchisee’s failure to perform the Franchisee Obligations or to do and perform any other act, matter, or thing required by the Franchise Agreement; or

b. any action by Little Caesar to obtain performance by Franchisee of any of the Franchisee Obligations.

Guarantors agree that any indemnification pursuant to this paragraph shall be subject to the same terms and conditions as described in Section 18.5 of the Franchise Agreement.

6. Little Caesar shall not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy against Franchisee before proceeding to enforce the obligations of the Guarantors herein set out, and the enforcement of such obligations may take place before, after, or contemporaneously with enforcement of any debt or Franchisee Obligations against Franchisee.

7. Without affecting the Guarantors’ obligations under this Guarantee, Little Caesar, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

8. Guarantors acknowledge and represent that the undersigned Guarantors represent: (a) all of the owners of any interest in Franchisee; and (b) their respective spouses, if applicable

9. All obligations and liabilities of the Guarantors arising from the Franchisee Obligations shall remain in full force and effect until satisfied or discharged by Franchisee or the Guarantors. The death of an individual Guarantor shall not affect the obligations of any other Guarantors, which will continue in full force and effect. The estate of a deceased individual Guarantor shall be bound by this Guarantee as to: (a) defaults and obligations existing hereunder at the time of the Guarantor's death, and (b) performance of Franchisee Obligations while the franchised business is under the direction and control of the Guarantor's executor.

10. The provisions of Section 23 of the Franchise Agreement shall govern the interpretation and enforcement of this Guarantee and the provisions of Section 20 shall apply to any notices related to this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Franchise Agreement.

**GUARANTORS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledged:

**LITTLE CAESAR ENTERPRISES, INC.**

By: \_\_\_\_\_  
Patrick Cunningham

Title: Vice President, US Development

Franchise #

**Exhibit B to Franchise Agreement**

Franchise # \_\_\_\_\_

**Little Caesars**  
**FRANCHISE OWNERSHIP INFORMATION**

PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION

*For Office Use Only*

The Franchise is (will be) operated by (*mark one*):

- individual(s)
- corporation
- general partnership
- other (*please identify*) \_\_\_\_\_
- limited partnership
- limited liability company

Name under which franchise does (will do) business:

\_\_\_\_\_

Organizational ID #: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Business organized under the laws of: \_\_\_\_\_ (State/Prov.)

**Please complete the following Table:** (*If the franchise is owned by individuals, please write "Individual" under "Title". If any listed owner is a business entity, trust, or retirement plan, you must complete a separate Franchise Ownership Information form for that business entity, trust, or retirement plan.*)

Name of Shareholder/Partner/General and Limited Partners/Members	Title	% of Ownership Interest
1.		%
2.		%
3.		%
4.		%

*(Attach additional pages, if necessary.)*

**Names of Franchise Spokespersons:** (*must have authority to legally bind the franchise entity*)

Primary Spokesperson \_\_\_\_\_

Secondary Spokesperson \_\_\_\_\_

**BUSINESS OFFICE INFORMATION**

Address: \_\_\_\_\_  
Street Number & Name City/Municipality State/Prov./Zip

Primary Telephone No.: (\_\_\_\_) \_\_\_\_\_ Secondary Telephone No.: (\_\_\_\_) \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**By signing below, we confirm that the above information is correct in its entirety.** (*All persons listed in the Table must sign.*)

\_\_\_\_\_  
(Franchise Owner Signature)       Dated: \_\_\_ / \_\_\_ / \_\_\_

\_\_\_\_\_  
(Franchise Owner Signature)       Dated: \_\_\_ / \_\_\_ / \_\_\_

\_\_\_\_\_  
(Franchise Owner Signature)       Dated: \_\_\_ / \_\_\_ / \_\_\_

\_\_\_\_\_  
(Franchise Owner Signature)       Dated: \_\_\_ / \_\_\_ / \_\_\_

*(Attach additional pages, if necessary.)*

**IF THIS FORM IS BEING COMPLETED FOR A NEW FRANCHISEE, ATTACH A COPY OF THE ORGANIZATION DOCUMENTS (FOR EXAMPLE, ARTICLES OF INCORPORATION).**

**Exhibit C**

**To Franchise Agreement**

**DATA SHEET**

<b>SECTION REFERENCE</b>	<b>SUBJECT</b>	
Section 3.1	Initial Fee Amount	\$20,000 for all New Restaurants
Section 3.1	Initial Fee Payment Terms	If Franchisee has not paid the Initial Fee in full before signing this Agreement, Franchisee shall pay the balance of the Initial Fee at the time Franchisee signs this Agreement.
Section 20	Franchisee's Address for Notice	

**[THIS FORM DOCUMENT IS ONLY USED IF  
WE ARE NOT GRANTING YOU A PROTECTED TERRITORY.  
THIS CURRENT FORM DOCUMENT IS SUBJECT TO CHANGE OVER TIME.]**

**Franchise #**

**LITTLE CAESAR ENTERPRISES, INC.**

**FRANCHISE AGREEMENT ADDENDUM - NO PROTECTED TERRITORY**

This Addendum amends the Franchise Agreement with Franchisee # \_\_\_\_\_ for a Restaurant to be located at \_\_\_\_\_.

Sections 1.3 (Territorial Protection) and 1.4 (Exclusions from Territory Protection) are deleted and replaced with the following:

“Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee acknowledges that Franchisee has no Protected Territory. Franchisee further acknowledges that Little Caesar has the right to operate or franchise other units and sales outlets and to grant licenses in, and to, any or all of the Proprietary Marks, and to develop and establish other systems, products or services using the same or similar Proprietary Marks, or any other proprietary names and marks, and to grant licenses or franchises thereto, in each case at such locations and on such terms and conditions as Little Caesar deems acceptable, without providing any rights therein to Franchisee. Franchisee further acknowledges that Little Caesar may use and franchise or license others to use the Proprietary Marks at locations and in ways that compete with Franchisee.”

FRANCHISEE

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

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

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

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

[THIS FORM DOCUMENT IS ONLY USED IF  
WE ARE GRANTING YOU A PROTECTED TERRITORY OF ONE-HALF MILE.  
THIS CURRENT FORM DOCUMENT IS SUBJECT TO CHANGE OVER TIME.]

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT ADDENDUM – ½ MILE PROTECTED TERRITORY

This Addendum amends the Franchise Agreement with Franchise # \_\_\_\_\_ for a Restaurant to be located at \_\_\_\_\_.

Section 1.3 (Territorial Protection) is deleted and replaced with the following:

**"Territorial Protection.** During the term of this Agreement, except as otherwise provided in Section 1.4, Little Caesar shall not establish or operate, or franchise others to establish or operate, a business using the Proprietary Marks and System at any location within the geographical area enclosed within a circle which: (a) is drawn around the Approved Location; (b) has the Approved Location at its center; and (c) has a radius of one half (1/2) mile ("**Protected Territory**")."

FRANCHISEE

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

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

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

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

**EXHIBIT B**

**TERRITORY RESERVATION AGREEMENT**



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Territory Reservation Agreement

Dear \_\_\_\_\_:

We are pleased to enter into this Territory Reservation Agreement (the "**Agreement**") with you. As used in this Agreement, "**you**" means the "developer party" identified in the signature block of this Agreement, and "**we**" and "**LCE**" mean Little Caesar Enterprises, Inc.

1. General Description of the Agreement. This Agreement sets out the terms and the conditions under which we will hold a territory open for you (the "**Reserved Territory**"), and under which you will be eligible to apply for the right to establish one or more Little Caesars® restaurants ("**Restaurant(s)**") in the Reserved Territory.

1.1 The Reserved Territory covered by this Agreement is set forth in the data sheet attached to this Agreement as Exhibit A (the "**Data Sheet**").

1.2 If we approve you to establish a new Restaurant as described below, then you and LCE will enter into a franchise agreement for that Restaurant, the form of which will be LCE's then-current form franchise agreement then being offered to new Little Caesars franchisees in the U.S. (this form of franchise agreement is referred to in this Agreement as the "**Franchise Agreement**").

2. The Development Schedule. The schedule for establishing new Restaurants under this Agreement (the "**Development Schedule**") is specified in the Data Sheet. You are not required to develop any Restaurants or to do so according to the Development Schedule. But if, for any reason, you do not meet a deadline specified in the Development Schedule, then we will have the right to terminate this Agreement, in which case you will no longer have the Reserved Territory.

3. Territory Reservation Fee. You must pay LCE a Territory Reservation Fee in the amount and at the time set forth in the Data Sheet. The Territory Reservation Fee is fully earned when paid and non-refundable, even if you do not open any Restaurants. The Territory Reservation Fee is in addition to the initial franchise fee and other fees due under each Franchise Agreement.

4. The Term of this Agreement. The term of this Agreement (the "**Term**") starts on the date when both parties have signed below, and ends on the expiration date specified in the Data Sheet or the last Restaurant opening deadline specified in the Development Schedule (whichever is later). When the Term expires, you will no longer have the Reserved Territory. This Agreement (including the Reserved Territory) can be terminated before the end of the Term as provided in other sections.

5. No Rights to Trademark, Trade Names and the System. This Agreement does not give you any right or license to use LCE's trademarks, trade names, or system. Those rights come from the Franchise Agreement only, and they are only for the specific Restaurant identified in each Franchise Agreement.

6. You Must Meet Pre-Opening Qualifications for Each Restaurant. Before establishing a location for a new Restaurant (or taking any other steps, such as signing a lease, obtaining equipment, or otherwise beginning the process of construction), you must first obtain our written approval. We will have the right to require that you meet all of our then-current Pre-Opening Qualification Standards before we approve you to establish a Restaurant at a new location, and before we send you a new Franchise Agreement for that Restaurant. Our current Pre-Opening Qualification Standards are attached as Exhibit B to this Agreement; we reserve the right to modify them periodically. If we decline to approve you to establish a

new Restaurant, you might not be able to meet the Development Schedule deadline, and your rights under this Agreement will be subject to termination as described in this Agreement.

7. Our Promise Concerning the Reserved Territory. During the Term, so long as you satisfy the Development Schedule, LCE will not establish or operate a Restaurant in the Reserved Territory or enter into an agreement with another party to establish or operate a Restaurant in the Reserved Territory, with the following exceptions: (a) we and our affiliates can establish, operate and/or license Non-Traditional Restaurants in the Reserved Territory (“**Non-Traditional Restaurants**” is defined in Section 1.4 of the Franchise Agreement); (b) the protection excludes existing Restaurants within the Reserved Territory (“**Existing Restaurants**”) that are under a signed Franchise Agreement, in operation, or in development (that is, construction has started) as of the date of this Agreement; (c) the protection does not apply to the relocation of an Existing Restaurant; and (d) the protection excludes any businesses that LCE and/or its affiliates may own, acquire, establish, operate and/or license or franchise through a chain conversion(s). We may open or franchise to another franchisee a Restaurant at a location abutting the Reserved Territory border, which could lessen your opportunities for a suitable site within the Reserved Territory.

8. Provisions From the Franchise Agreement That Also Apply Here. The following sections of LCE’s current form of Franchise Agreement (attached to this Agreement as Exhibit D) are incorporated by reference into this Agreement and also apply to this Agreement (references to “Franchisee” in those provisions will refer to you under this Agreement, and references to the Franchisor in those provisions will refer to LCE under this Agreement):

- 8.1 Section 8 - Confidential Manuals and Information
- 8.2 Section 13 - Default and Termination (but also see below)
- 8.3 Section 14 - Obligations Upon Termination or Expiration
- 8.4 Section 15 - Covenants
- 8.5 Section 16 - Franchisee as a Corporation, Partnership or LLC
- 8.6 Section 17 - Taxes
- 8.7 Section 18 – Nature of Relationship; Indemnification
- 8.8 Section 19 - Approvals and Waivers
- 8.9 Section 20 - Notices (your notice address is listed at the end of this Agreement)
- 8.10 Section 21 - Entire Agreement; Modifications
- 8.11 Section 22 - Severability and Construction
- 8.12 Section 23 - Dispute Resolution; Limitation on Legal Rights (**SECTION 23 OF THE FRANCHISE AGREEMENT STATES THAT YOU ARE WAIVING TRIAL BY JURY, THAT YOU ARE WAIVING THE RIGHT TO SEEK OR COLLECT PUNITIVE DAMAGES, THAT THE VENUE FOR ANY ACTION YOU MAY FILE AGAINST LCE WILL BE IN THE DISTRICT COVERING THE LOCATION AT WHICH LCE HAS ITS PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION IS COMMENCED (CURRENTLY, DETROIT, MICHIGAN), THAT YOU ARE WAIVING PARTICIPATION IN A COMMON, GROUP OR CLASS ACTION AGAINST LCE, AND THAT ALL LEGAL ACTIONS YOU BRING MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, ALL AS DESCRIBED IN SECTION 23 OF THE FRANCHISE AGREEMENT.**)
- 8.13 Section 24 – Acknowledgments and Representations

9. No Transfers. The rights and duties set forth in this Agreement are personal to you. LCE has provided this Territory Reservation Agreement in reliance on the business skill, experience, financial capacity and personal character of the developer party (if the developer party is a business entity, this refers both to the company and its owners); and/or the location(s) of your existing “Little Caesars” restaurants, if any. Accordingly, you understand and agree that: (a) this Territory Reservation Agreement is not transferable by the developer party (including but not limited to sales, assignments, pledges, or other encumbrances); and (b) if you are a business entity, neither you nor any shareholder or owner may transfer, sell, pledge, or otherwise assign (or permit the transfer of) any direct or indirect ownership interest in you.

10. Defaults. If you are in default under this Agreement or if you do not meet the Development Schedule, we will have the right to terminate this Agreement by giving you written notice of termination, which will take effect immediately (unless otherwise required under applicable law). A default includes any violation of the Franchise Agreement provisions cross-referenced in Section 8 above. You will also be in default under this Agreement if any other agreement between you (and/or your affiliates) and LCE (and/or its affiliates) is terminated. Upon your default, or if you do not meet a deadline(s) specified in the Development Schedule, LCE will have the right, in addition to its option to terminate this Agreement, to terminate, modify or reduce the Reserved Territory and the protections afforded under Section 7 above.

11. Entire Agreement. This Agreement, together with its Exhibits and the provisions of the Franchise Agreement that are incorporated by reference in this Agreement, constitute the entire agreement between you and LCE concerning the Reserved Territory and replace all prior agreements and discussions concerning the Reserved Territory. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document you received from LCE.

12. Amendments and Waivers. Modifications to this Agreement are not binding on either party unless agreed to in writing by authorized representatives of both parties, except for modifications that this Agreement permits LCE to make unilaterally. Waivers of any provision of this Agreement are not binding unless in writing and signed by an authorized representative of the party granting the waiver.

13. Limitation of Claims. You agree that you will not be entitled to make any claim, and you hereby waive any claim for money damages, including by way of set-off, counterclaim, or defense, based on any claim or assertion by you that LCE has unreasonably withheld or unreasonably delayed any consent or approval required by this Agreement, including but not limited to denying your application for a Restaurant for failure to meet LCE's Financial and Operational Requirements, or other reasons. Your sole remedy for any such claim is an action or proceeding to enforce any such provisions, or for specific performance or declaratory judgment.

14. Indemnity for Activities Under this Agreement. You agree to defend, indemnify and hold LCE, LCE's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with your activities under this Agreement.

[Signatures to follow]

If you are in agreement with the terms of this letter agreement, then please sign below where indicated, and initial on the bottom of the exhibit pages as indicated, and return it to me. This Agreement will be automatically withdrawn if not signed and returned to LCE within thirty (30) days of the date of this letter.

Thank you.

Sincerely,  
**Little Caesar Enterprises, Inc.**

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

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

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

***This Agreement is not binding on LCE until executed by an authorized officer***

**Acknowledged and Agreed:**

\_\_\_\_\_  
Developer Party

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

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

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

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

Developer's Address for Notices:

\_\_\_\_\_

Telephone: \_\_\_\_\_

Attn: \_\_\_\_\_

Exhibits:

A – Data Sheet

B – Pre-Opening Qualification Standards

C – Guarantee

D – Current Form of Franchise Agreement

**Exhibit A**

**Data Sheet**

- I. The Territory Reservation Fee is: \$\_\_\_\_\_ per Restaurant in the Development Schedule, for a total of \$\_\_\_\_\_. The fee is payable as follows: \_\_\_\_\_. If you comply with the deadline in the Development Schedule for opening each Restaurant, we will credit \$\_\_\_\_\_ of the Territory Reservation Fee to the initial franchise fee for that Restaurant.
- II. This Agreement will expire on \_\_\_\_\_ (the "Expiration Date").
- III. Reserved Territory - See attached map (\_\_\_\_\_). The Reserved Territory does not include the exceptions described in section 7 of this Agreement. When a natural or artificial barrier such as a road or river is used as a border of the Reserved Territory, the border is in the middle of the barrier. For example, if a road is a border, then the Reserved Territory only includes the side of the road towards the interior of the Reserved Territory. Also see section 1(c) of Exhibit B.
- IV. Development Schedule

Store Number	Letter of Intent Signed Deadline	Lease Executed Deadline	Restaurant Open and in Operation Deadline
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

- You will receive credit only for new Restaurants above and beyond any existing Little Caesars Restaurants you have in operation or under development in the Reserved Territory as of the date of this Agreement.
- You will not receive credit for Restaurants relocated into the Reserved Territory from a location outside of the Reserved Territory.
- You will not receive credit for any Restaurants acquired from LCE or from another Little Caesars operator.
- Any Restaurant in the Reserved Territory that closes within the time period of the Development Schedule will be subtracted from your cumulative total of new Restaurants if that Restaurant was previously counted toward satisfaction of the number of new Restaurants.

**Initialed**

\_\_\_\_\_  
**LCE**

\_\_\_\_\_  
**Developer Party**

## Map of Reserved Territory

## Exhibit B

### LCE's Current Pre-Opening Qualification Standards

#### 1 Site Selection.

(a) The Developer must select a proposed site for each Restaurant and submit it to LCE for approval using LCE's standard site survey forms or such other forms as LCE may specify. LCE shall have the right to approve or disapprove the proposed site using its own internal standard selection criteria as applied in LCE's sole discretion.

(b) The location, selection, procurement, and development of a site for each Restaurant is solely the Developer's responsibility. The Developer has the right to consult with real estate and other professionals of the Developer's choosing.

(c) LCE's approval of a site and/or a lease does not constitute a representation, warranty, or guarantee, express or implied, by LCE that a Restaurant operated at that site will be profitable or otherwise successful, and/or that a lease for the location is on terms that are favorable or beneficial to the Developer.

#### 2 Signing of Franchise Agreement.

(a) After we have given our approval of any site, and so long as the Developer meets our Financial and Operational Requirements (as described below), we will deliver to the Developer our then-current form of Franchise Agreement for the franchised Restaurant to be operated at the approved site. That form of Franchise Agreement may differ from the form of Franchise Agreement contained in the Franchise Disclosure Document we provided to the Developer before signing this Agreement (including but not limited to new fees and/or higher initial franchise fees, royalty fees, advertising fees and other fees). The Developer must promptly (but at least after observing any applicable franchise disclosure "cooling-off" periods) sign and deliver the Franchise Agreement in accordance with LCE's instructions and pay the initial franchise fee due under the Franchise Agreement.

(b) As used in this Agreement, the term "**Financial and Operational Requirements**" is understood to mean all of the following:

(i) The Developer has been and is fully in compliance with this Agreement and any Franchise Agreement or other agreement between the Developer and its affiliates and LCE and its affiliates;

(ii) The Developer is capable of and continues to conduct its business in the future: (i) in accordance with the terms and conditions of this Agreement; and (ii) in accordance with the provisions of the respective Franchise Agreements;

(iii) The Developer and its principal owners meet LCE's then-applicable financial criteria with respect to the Developer's operation of its Restaurant(s), including but not limited to having complied with the following at all times:

- A) timely submission of all reports and payments;
- B) cash flow at levels acceptable to LCE;
- C) gross sales and food/paper and labor costs at levels acceptable to LCE;
- D) minimum marketing expenditures designated by LCE; and

- E) other criteria that LCE shall have the right to apply to making its determination; and

(iv) The Developer and its principals satisfy LCE's then applicable operational criteria with respect to the Developer's operation of its Restaurant(s), including but not limited to having complied with the following at all times:

- A) full compliance with LCE's operating systems (including the HOT-N-READY® system);
- B) good standing with LCE in all respects;
- C) business and marketing plans acceptable to LCE (including related to the HOT-N-READY® system);
- D) fully participated in the local advertising co-op (if any);
- E) full compliance with any applicable requirements as to remodeling, refurbishment, and image requirements at its Restaurants;
- F) all of the Developer's Restaurant management is fully trained and certified in the HOT-N-READY® system;
- G) all scores on LCE Restaurant reviews must be acceptable to LCE;
- H) has not had any health department violations;
- I) has demonstrated financial and operational success at its Restaurants(s); and
- J) other criteria that LCE shall have the right to apply to making its determination.

(v) The Financial and Operational Requirements also include the requirement that the Developer have, in LCE's sole judgment, adequate resources to pay the entire cost (including working capital) of developing and opening the proposed Restaurant, Restaurant financing (if applicable) acceptable to LCE, and requirements as to the Developer's debt load.

3 Construction of Restaurant. After the Franchise Agreement is signed for a Restaurant, the Developer must obtain the right from the appropriate governmental authorities to use the site as a Restaurant. If the Developer does not diligently commence and pursue the process of obtaining approvals, that failure will void the site approval grant. After obtaining the necessary governmental approvals and approval of the final construction plans for the Restaurant, the Developer must construct the Restaurant in accordance with the terms of the Franchise Agreement for that Restaurant.



**Exhibit C**  
**Personal Guarantee**

As an inducement to Little Caesar Enterprises, Inc. (“LCE”) to execute the Territory Reservation Agreement between LCE and \_\_\_\_\_ (“Developer”) dated \_\_\_\_\_ (the “Agreement”), the undersigned hereby agree to guarantee each obligation required of Developer under the Agreement, and to defend, indemnify and hold LCE, LCE’s affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney’s fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any activities of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the covenants contained in Section 8 (Confidential Manuals and Information) and Section 15.2 (Non-Competition During Term of Agreement) of the Franchise Agreement that is attached to the Agreement as Exhibit D.

LCE may, without notice to the undersigned, waive, renew, extend, modify, amend or release any indebtedness or obligation of Developer or settle, adjust or compromise any claims that LCE may have against Developer. The undersigned waive all demands and notices of every kind with respect to the enforcement of this Guarantee, including, without limitation, notice of presentment, demand for payment or performance by Developer, any default by Developer or any of the undersigned and any release of any of the undersigned or other security for this Guarantee or the obligations of Developer. LCE may pursue its rights against any of the undersigned without first exhausting its remedies against Developer and without joining any other undersigned hereto and no delay on the part of LCE in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by LCE of any right or remedy shall preclude the further exercise of such right or remedy.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 23 (Dispute Resolution; Limitation on Legal Rights) of the Franchise Agreement that is attached to the Agreement as Exhibit D (including but not limited to the waiver of jury trial, punitive damages, and the right to bring a claim as part of a class or common action, as well as the requirement that actions be brought within one year after the facts that create the claim). This Guarantee shall be interpreted and construed exclusively under the laws of the State of Michigan and in the event of any conflict of law, the laws of Michigan shall prevail (without regard to, and without giving effect to, the application of Michigan conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

<b>By:</b> _____	<b>By:</b> _____	<b>By:</b> _____
Printed Name: _____	Printed Name: _____	Printed Name: _____
Address: _____	Address: _____	Address: _____

**Exhibit D**

**Current Form of Franchise Agreement**

[copy attached]

**EXHIBIT C**

**RENEWAL ADDENDUM TO FRANCHISE AGREEMENT**

**LITTLE CAESAR ENTERPRISES, INC.**

**RENEWAL ADDENDUM**

This Renewal Addendum with an effective date of \_\_\_\_\_ amends the Franchise Agreement between Little Caesar Enterprises, Inc. a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**"), and \_\_\_\_\_ ("**Franchisee**") for a Little Caesars® Restaurant located at \_\_\_\_\_, Store No. \_\_\_\_\_ (the "Store").

**RECITALS**

A. Little Caesar and Franchisee are parties to a franchise agreement for the Store, whose term expired or will expire on \_\_\_\_\_ ("**Previous Agreement**").

B. Franchisee wishes to renew its franchise relationship with Little Caesar for the Store, and has executed the current Little Caesars franchise agreement ("**Franchise Agreement**"), to which this Renewal Addendum is attached, for that purpose.

C. Franchisee and Little Caesar wish to amend the Franchise Agreement to reflect Franchisee's status as an existing Franchisee renewing an ongoing relationship.

D. Capitalized terms not otherwise defined in this Renewal Addendum shall have the same meaning as in the Franchise Agreement

**The parties agree as follows:**

1. The following Sections of the Franchise Agreement do not apply to a Little Caesars® restaurant which is already open and operating, and therefore shall have no force or effect: 3.1; 4.1; 4.2; 4.4; 6.6; 6.7; 9.5; and 13.2.1.

2. Section 2.1 of the Franchise Agreement is deleted and replaced with the following:

2.1 Term of Agreement. Except as otherwise provided herein, the term of this Agreement (the "Renewal Term") shall be ten (10) years beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

3. Sections 2.2, 2.3 and 2.4 of the Franchise Agreement are deleted and replaced with the following:

2.2 Renewal. Franchisee shall have no right to renew this Agreement or the franchise rights granted hereunder.

2.3 Holdover After Expiration. Franchisee acknowledges that if Little Caesar does not exercise the option to purchase in Section 2.4 below, Franchisee must cease operation at the Approved Location when the Renewal Term expires. If Franchisee continues to operate at the Approved Location after the Renewal Term expires, Little Caesar, without prejudice to the exercise of any other rights it may have, shall be entitled to liquidated damages in an amount equal to the average monthly royalty fees, advertising fees, and additional fees payable by Franchisee under Sections 3.2, 3.3, 3.4 and 9.1 over the

twelve (12) month period immediately preceding the expiration date, multiplied by thirty-six (36) months. Little Caesar will have the right to draft all liquidated damages from Franchisee's bank account, as provided in Section 3.5.

2.4 Little Caesar's Option to Purchase Following Expiration. Upon expiration of the Renewal Term, Little Caesar will have the right, in its sole discretion, to purchase all of the assets related to the operation of the Restaurant, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, for \$5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Restaurant is located). If Little Caesar exercises the right to purchase the assets, Little Caesar will also have the right to acquire the occupancy rights for the Restaurant as provided in Sections 14.4.1 through 14.4.3. Little Caesar may give Franchisee written notice at any time before the expiration of the Renewal Term of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights. Unless Franchisee transfers the Restaurant to another LITTLE CAESARS franchisee before the expiration of the Renewal Term in a transaction approved by Little Caesar under Section 12.2, the completion of the purchase by Little Caesar will proceed and Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Restaurant assets. This Section 2.4 is in addition to Little Caesar's other rights in this Agreement to acquire the Restaurant assets, including but not limited to Section 14.10.

4. Section 5.8 of the Franchise Agreement is deleted and replaced with the following:

5.8 Franchisee Training. If, at any time during the term of the Agreement, Franchisee chooses to send (with Little Caesar's prior consent), additional employees to the training program conducted by Little Caesar, Franchisee shall pay Little Caesar a fee to be determined by Little Caesar, which fee shall not exceed Five Hundred Dollars (\$500) for each attendee. Franchisee and such employees of Franchisee as may be designated by Little Caesar also shall attend such additional training programs as Little Caesar may reasonably require from time to time and at any time. Little Caesar shall not charge any fees for those attending required additional training programs, but may charge a fee for optional training. Franchisee shall be responsible for any and all expenses incurred in connection with additional training programs, including the costs of transportation, lodging, meals, and any wages.

5. The Franchise Agreement supersedes any provision in the Previous Agreement which by its terms or by reasonable implication would impose an obligation to be performed, in whole or in part, after the expiration of the Previous Agreement, except that any provision of the Previous Agreement which requires Franchisee to pay monies to Little Caesar shall survive until all financial obligations of Franchisee under such provisions have been fulfilled.

6. This Renewal Addendum constitutes the entire and complete agreement between Little Caesar and Franchisee concerning the subject matter hereof, and supersedes any and all prior agreements. No amendments, change, or variance from this Renewal Addendum shall be binding on either party unless mutually agreed to in writing signed by both parties.

7. This Renewal Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Renewal Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

**LITTLE CAESAR ENTERPRISES, INC.**

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

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

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

**FRANCHISEE**

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

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

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

**EXHIBIT D**

**FOOD TRUCK ADDENDUM AND FOOD TRUCK RENEWAL ADDENDUM**

**FOOD TRUCK ADDENDUM  
TO  
LITTLE CAESARS FRANCHISE AGREEMENT**

This Addendum (the “**Addendum**”) amends and supplements the LITTLE CAESARS® Franchise Agreement dated \_\_\_\_\_ (the “**Franchise Agreement**”) between Little Caesar Enterprises, Inc. (“**Little Caesar**”) and \_\_\_\_\_ (“**Franchisee**”) for Franchise No. \_\_\_\_\_ - \_\_\_\_\_.

A. Little Caesar and Franchisee have entered into the Franchise Agreement for the purpose of operating a food truck in conjunction with Franchisee’s franchised LITTLE CAESARS® restaurants (the “**Food Truck**”).

B. The parties wish to adjust the terms of the Franchise Agreement to reflect that Franchisee will operate a food truck rather than a full-size Little Caesars® Restaurant.

The parties agree as follows:

1. Start of Operations. Article 6 of the Franchise Agreement is deleted and replaced with the following:

Franchisee will notify Little Caesar when the build-out of the Food Truck is completed and will make the Food Truck available for inspection. Franchisee shall not operate the Food Truck until Little Caesar has given its final approval in writing to begin operating. As used in this Agreement, “**operate**” means to have the Food Truck open for business to offer food and beverages to customers.

All references in the Franchise Agreement to “Opening Date” will be deemed to mean the effective date of Little Caesar’s final approval to begin operating the Food Truck. All references in the Franchise Agreement to the “Approved Location” or “premises of the Restaurant” will be deemed to mean the Food Truck (wherever it may then be operating) and the public or private area immediately surrounding the Food Truck. All references in the Franchise Agreement to the “Restaurant” or “Franchised Restaurant” will be deemed to refer to the Food Truck.

2. Area of Operation. Section 1.2 of the Franchise Agreement is deleted and replaced with the following:

Franchisee may operate the Food Truck only within the \_\_\_\_\_ Designated Market Area, as defined by The Nielsen Company (the “**Area of Operation**”). Notwithstanding the foregoing, Franchisee may not operate the Food Truck within one (1) mile of any LITTLE CAESARS® restaurant. In addition, Little Caesar may prohibit operation of the Food Truck at any sporting event, fair, festival, concert, or other event based on (a) the potential impact on LITTLE CAESARS® restaurants in the area, or (b) Little Caesar’s belief that the venue or type of event is not consistent with Little Caesar’s brand image.

3. No Territorial Protection; Right of First Refusal. Section 1.3 of the Franchise Agreement is deleted and replaced with the following:

The Area of Operation is not an exclusive or protected territory. Franchisee acknowledges that Franchisee is not receiving any exclusive territory or other territorial rights or protections for the Food Truck under this Agreement. However, if a third party requests Little Caesar for the right to operate an additional LITTLE CAESARS® food truck in the Area of Operation, Little Caesar will send Franchisee written notice (the “**Trigger Notice**”) of the proposed food truck, and Franchisee will have until the 30th calendar day after receiving the Trigger Notice (the “**Exercise Deadline**”) to give Little Caesar notice (the “**Exercise Notice**”) that Franchisee will enter into a franchise agreement and amendment to operate the new food truck. At Little Caesar’s option, the new franchise agreement and amendment will be on (i) substantially the same terms as the Franchise



Agreement and this Addendum, or (ii) the terms proposed by the third party. If Franchisee declines the opportunity specified in the Trigger Notice, or if Franchisee does not transmit the Exercise Notice by the Exercise Deadline, or if Franchisee transmits the Exercise Notice on time but does not sign a new franchise agreement and amendment within 30 days thereafter for the new food truck, Little Caesar will be free to permit the party named in the Trigger Notice to do so. Franchisee's right of first refusal will continue to apply to any subsequent proposed LITTLE CAESARS® food trucks in the Area of Operation while the Franchise Agreement remains in effect (subject to the receipt of subsequent Trigger Notices).

4. Agreement Term. Section 2.1 of the Franchise Agreement is deleted and replaced with the following:

The term of this Agreement begins on the Effective Date and will expire at 11:59 p.m. on the fifth (5th) anniversary of the Opening Date (i.e., the effective date of Little Caesar's final approval to begin operating the Food Truck).

5. Renewal Term and Renewal Fee. Section 2.2 of the Franchise Agreement is amended by: (a) deleting the introductory phrase and replacing it with the following:

Franchisee may, at its option, renew this franchise for one renewal term of five (5) years, subject to the following prerequisites:

and by: (b) deleting Section 2.2.9 and replacing it with the following:

Franchisee shall have paid Little Caesar a renewal fee of \$2,500.

6. Franchise Fee. Section 3.1 of the Franchise Agreement is deleted and replaced with the following:

Franchisee shall pay to Little Caesar an initial franchise fee of \$7,500 on the date Franchisee signs this Agreement. The initial franchise fee is fully earned and non-refundable when paid.

7. Duties of Little Caesar. Section 4.2 (Site Selection Assistance) is deleted in its entirety.

8. Duties of Franchisee. Section 5 of the Franchise Agreement is amended as follows:

- Section 5.3.3 is amended to provide that Franchisee must install, at Franchisee's own expense, fixtures, equipment, signs, décor elements, and other items as Little Caesar may direct from time to time for the Food Truck.
- Section 5.4.2 is deleted in its entirety.
- Section 5.13 is amended to delete the next-to-last sentence of the section.
- Section 5.19 (Payment Systems) is deleted in its entirety.
- Section 5.21 (Data Security and Breach Notification ) is amended by deleting the last sentence of the section.

9. Marketing Fee. Section 9.1 of the Franchise Agreement is deleted and replaced with the following:

Franchisee shall pay to Little Caesar an ongoing weekly marketing fee in an amount equal to the Applicable Percentage of Gross Sales for the preceding Accounting Week. "**Applicable Percentage**" means the greater of 2.5% or one-half of the then-current percentage advertising fee paid to Little Caesar by full-size Little Caesars® Restaurant franchises. Franchisee shall pay the marketing fee in the manner required by Section 3.5. Unless otherwise designated by Little Caesar, an "**Accounting Week**" begins on Wednesday and ends on the following Tuesday. Little

Caesar shall have the right to allocate Franchisee's contributions among (a) the national advertising program administered by Caesar Fund, Inc. or a successor advertising fund (collectively, "CAESAR FUND"), as described in Section 9.2; (b) contributions to an advertising cooperative ("Cooperative"), as described in Section 9.3; and (c) local advertising

10. Conditions. As a condition of Little Caesar's approval of the Food Truck, Franchisee agrees:

a. To obtain any local permits or approvals necessary for the operation of the Food Truck and to provide copies to Little Caesar upon request.

b. To provide to Little Caesar, and to update monthly, a calendar showing all scheduled dates, times and locations of Food Truck operations.

c. To report detailed operating results, including at a minimum:

(1) Weekly Net Sales (Gross Sales less coupon discounts, gift card sales, and sales taxes)

(2) Customer Count

(3) Ticket Average = Net Sales / Customer Count

(4) Product Mix (% of Net Sales)

(5) Total Waste (count of each product wasted for the week)

(6) Period Income Statement, including performance to the Gross Margin (\$ and %) and any cost that can be directly attributable to the Food Truck. Franchisee must use the system designated by Little Caesar (currently, ProfitKeeper) to report this information.

d. To transmit the required data weekly via format/protocols that meet Little Caesar's specifications, which will be provided separately by Little Caesar.

e. To obtain any additional insurance coverage which Little Caesar may deem to be appropriate for the operation of a food truck in the Area of Operation.

f. To indemnify, defend and hold harmless Little Caesar and its affiliates and their respective directors, officers, employees, shareholders and agents against all losses and expenses arising from the operation of the Food Truck, in accordance with Franchisee's indemnification obligations in the Franchise Agreement.

g. To promptly report to Little Caesar any malfunctions, operating challenges, employee feedback, and customer feedback relating to the Food Truck. Little Caesar will designate a point of contact for such information.

h. To allow Little Caesar and its designees (such as equipment vendors) to make announced or unannounced visits to the Food Truck at any time (i) to observe, inspect, sample, or work on the Food Truck; (ii) to interview Franchisee's employees and customers concerning the Food Truck's operation and the customer experience; and (iii) to make adjustments and corrections deemed necessary by Little Caesar.

i. To ensure that all uses of the Proprietary Marks and Confidential Information in connection with the Food Truck are in compliance with the requirements of the Franchise Agreement.

11. Obligations upon Termination or Expiration. Sections 14.4.1, 14.4.2, and 14.4.3 of the Franchise Agreement are deleted in their entirety. After expiration or termination of the Franchise Agreement:

a. Franchisee must make such modifications or alterations to the Food Truck (including but not limited to changing signs, color scheme, configuration, and layout) as may be necessary to distinguish the appearance of the Food Truck from that of a LITTLE CAESARS® outlet (except that the provision regarding assignment of the telephone number will apply only if a telephone number has been publicly associated with the Food Truck). Franchisee shall make such specific additional changes as Little Caesar may request to dissociate the Food Truck from the System.

b. Franchisee may operate the Food Truck only as a non-Little Caesars business, only after complying with the de-branding requirements above, and only if the business does not violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee. Franchisee may not sell or lease the Food Truck to an unaffiliated operator whose business would violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee.

c. At Little Caesar's request, Franchisee must return any materials, equipment or software specific to the Food Truck.

d. Franchisee must fulfill any remaining obligations for payment of fees or expenses or reporting related to the Food Truck.

The obligations in this Paragraph will survive expiration or termination of the Franchise Agreement and this Addendum.

12. No Amendment of Prior Agreements. Notwithstanding Sections 25.1 and 25.2 of the Franchise Agreement, the terms of this Addendum will not be deemed to amend any other franchise agreement with Franchisee, if any.

13. Final Agreement. The Franchise Agreement and this Addendum supersede all previous understandings, correspondence, representations, and negotiations between Franchisee and Little Caesar regarding the Food Truck.

14. Confirmation. Except as expressly amended and supplemented by this Addendum, Little Caesar and Franchisee hereby ratify and confirm the Franchise Agreement.

**LITTLE CAESAR ENTERPRISES, INC.**

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

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

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

**FRANCHISEE**

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

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

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

**LITTLE CAESAR ENTERPRISES, INC.**  
**FOOD TRUCK RENEWAL ADDENDUM**

This Food Truck Renewal Addendum with an effective date of \_\_\_\_\_ amends the Franchise Agreement between Little Caesar Enterprises, Inc. ("**Little Caesar**") and \_\_\_\_\_ ("**Franchisee**") for the LITTLE CAESARS® food truck operated by Franchisee within the \_\_\_\_\_ Area of Operation (the "Food Truck").

**RECITALS**

A. Little Caesar and Franchisee have been parties to a prior Franchise Agreement and Food Truck Addendum for the operation of the Food Truck ("**Previous Agreement**"). The term of the Previous Agreement expired or will expire on \_\_\_\_\_.

B. Franchisee wishes to renew its franchise relationship with Little Caesar for the Food Truck, and has executed the current Little Caesars franchise agreement ("**Franchise Agreement**"), to which this Food Truck Renewal Addendum is attached, for that purpose.

C. Franchisee and Little Caesar wish to (i) adjust the terms of the Franchise Agreement to reflect the operation of a food truck rather than a full-size Little Caesars® Restaurant; and (ii) reflect Franchisee's status as an existing Franchisee renewing an ongoing relationship.

D. Capitalized terms not otherwise defined in this Food Truck Renewal Addendum shall have the same meaning as in the Franchise Agreement.

**The parties agree as follows:**

1 All references in the Franchise Agreement to the "Approved Location" or "premises of the Restaurant" will be deemed to mean the Food Truck (wherever it may then be operating) and the public or private area immediately surrounding the Food Truck. All references in the Franchise Agreement to the "Restaurant" or "Franchised Restaurant" will be deemed to refer to the Food Truck.

2. The following Sections of the Franchise Agreement do not apply to a Little Caesars® food truck outlet which is already open and operating, and therefore shall have no force or effect: Section 3.1; 4.1; 4.2; 4.4; 5.10; 5.11; Article 6; 9.5; 13.2.1; and 13.2.9.

3. Area of Operation. Section 1.2 of the Franchise Agreement is deleted and replaced with the following:

Franchisee may operate the Food Truck only within the \_\_\_\_\_ Designated Market Area, as defined by The Nielsen Company (the "Area of Operation"). Notwithstanding the foregoing, Franchisee may not operate the Food Truck within one (1) mile of any LITTLE CAESARS® restaurant. In addition, Little Caesar may prohibit operation of the Food Truck at any sporting event, fair, festival, concert, or other event based on (a) the potential impact on LITTLE CAESARS® restaurants in the area, or (b) Little Caesar's belief that the venue or type of event is not consistent with Little Caesar's brand image.

4. No Territorial Protection; Right of First Refusal. Section 1.3 of the Franchise Agreement is deleted and replaced with the following:

The Area of Operation is not an exclusive or protected territory. Franchisee acknowledges that Franchisee is not receiving any exclusive territory or other territorial rights or protections

for the Food Truck under this Agreement. However, if a third party requests Little Caesar for the right to operate an additional LITTLE CAESARS® food truck in the Area of Operation, Little Caesar will send Franchisee written notice (the “Trigger Notice”) of the proposed food truck, and Franchisee will have until the 30th calendar day after receiving the Trigger Notice (the “Exercise Deadline”) to give Little Caesar notice (the “Exercise Notice”) that Franchisee will enter into a franchise agreement and amendment to operate the new food truck. At Little Caesar’s option, the new franchise agreement and amendment will be on (i) substantially the same terms as the Franchise Agreement and this Addendum, or (ii) the terms proposed by the third party. If Franchisee declines the opportunity specified in the Trigger Notice, or if Franchisee does not transmit the Exercise Notice by the Exercise Deadline, or if Franchisee transmits the Exercise Notice on time but does not sign a new franchise agreement and amendment within 30 days thereafter for the new food truck, Little Caesar will be free to permit the party named in the Trigger Notice to do so. Franchisee’s right of first refusal will continue to apply to any subsequent proposed LITTLE CAESARS® food trucks in the Area of Operation while the Franchise Agreement remains in effect (subject to the receipt of subsequent Trigger Notices).

5. Section 2.1 of the Franchise Agreement is deleted and replaced with the following:

2.1 Term of Agreement. The term of this Agreement (the “Renewal Term”) shall be five (5) years beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

6. Section 2.2 of the Franchise Agreement is deleted and replaced with the following:

2.2 Renewal. Franchisee shall have no right to renew this Agreement or the franchise rights granted hereunder.

7. Sections 2.3 and 2.4 of the Franchise Agreement are deleted and replaced with the following:

2.3 Holdover After Expiration. Franchisee acknowledges that if Little Caesar does not exercise the option to purchase in Section 2.4 below, Franchisee must cease operation of the Food Truck when the Renewal Term expires. If Franchisee continues to operate the Food Truck after the Renewal Term expires, Little Caesar, without prejudice to the exercise of any other rights it may have, shall be entitled to liquidated damages in an amount equal to the average monthly royalty fees, advertising fees, and additional fees payable by Franchisee under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the expiration date, multiplied by thirty-six (36) months. Little Caesar will have the right to draft all liquidated damages from Franchisee’s bank account, as provided in Section 3.5.

2.4 Little Caesar’s Option to Purchase Following Expiration. Upon expiration of the Renewal Term, Little Caesar will have the right, in its sole discretion, to purchase all of the assets related to the operation of the Food Truck, including but not limited to the equipment, signs, inventory, and supplies, for \$5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Area of Operation is located). Little Caesar may give Franchisee written notice at any time before the expiration of the Renewal Term of Little Caesar’s intention to acquire the Food Truck assets under this Section. Unless Franchisee transfers the Food Truck to another LITTLE CAESARS franchisee before the expiration of the Renewal Term in a transaction approved by Little Caesar under Section 12.2, the completion of the purchase by Little Caesar will proceed and Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Food Truck assets. This Section 2.4 is in addition to Little Caesar’s other rights in this Agreement to acquire the Food Truck assets, including but not limited to Section 14.10.

8. Duties of Franchisee. Section 5 of the Franchise Agreement is amended as follows:

- Section 5.3.3 is amended to provide that Franchisee must install, at Franchisee's own expense, fixtures, equipment, signs, décor elements, and other items as Little Caesar may direct from time to time for the Food Truck.

- Section 5.4.2 is deleted in its entirety.

- Section 5.8 of the Franchise Agreement is deleted and replaced with the following:

5.8 Franchisee Training. If, at any time during the term of the Agreement, Franchisee chooses to send (with Little Caesar's prior consent), additional employees to the training program conducted by Little Caesar, Franchisee shall pay Little Caesar a fee to be determined by Little Caesar, which fee shall not exceed Five Hundred Dollars (\$500) for each attendee. Franchisee and such employees of Franchisee as may be designated by Little Caesar also shall attend such additional training programs as Little Caesar may reasonably require from time to time and at any time. Little Caesar shall not charge any fees for those attending required additional training programs, but may charge a fee for optional training. Franchisee shall be responsible for any and all expenses incurred in connection with additional training programs, including the costs of transportation, lodging, meals, and any wages.

- Section 5.13 is amended to delete the next-to-last sentence of the section.

- Section 5.19 (Payment Systems) is deleted in its entirety.

- Section 5.21 (Data Security and Breach Notification) is amended by deleting the last sentence of the section.

9. Marketing Fee. Section 9.1 of the Franchise Agreement is deleted and replaced with the following:

Franchisee shall pay to Little Caesar an ongoing weekly marketing fee in an amount equal to the Applicable Percentage of Gross Sales for the preceding Accounting Week. "Applicable Percentage" means the greater of 2.5% or one-half of the then-current percentage advertising fee paid to Little Caesar by full-size Little Caesars® Restaurant franchises. Franchisee shall pay the marketing fee in the manner required by Section 3.5. Unless otherwise designated by Little Caesar, an "Accounting Week" begins on Wednesday and ends on the following Tuesday. Little Caesar shall have the right to allocate Franchisee's contributions among (a) the national advertising program administered by Caesar Fund, Inc. or a successor advertising fund (collectively, "CAESAR FUND"), as described in Section 9.2; (b) contributions to an advertising cooperative ("Cooperative"), as described in Section 9.3; and (c) local advertising

10. Special Conditions. Franchisee agrees:

a. To obtain any local permits or approvals necessary for the operation of the Food Truck and to provide copies to Little Caesar upon request.

b. To provide to Little Caesar, and to update monthly, a calendar showing all scheduled dates, times and locations of Food Truck operations.

c. To report detailed operating results, including at a minimum:

- (1) Weekly Net Sales (Gross Sales less coupon discounts, gift card sales, and sales taxes)
- (2) Customer Count
- (3) Ticket Average = Net Sales / Customer Count
- (4) Product Mix (% of Net Sales)

(5) Total Waste (count of each product wasted for the week)  
(6) Period Income Statement, including performance to the Gross Margin (\$ and %) and any cost that can be directly attributable to the Food Truck. Franchisee must use the system designated by Little Caesar (currently, ProfitKeeper) to report this information.

d. To transmit the required data weekly via format/protocols that meet Little Caesar's specifications, which will be provided separately by Little Caesar.

e. To obtain any additional insurance coverage which Little Caesar may deem to be appropriate for the operation of a food truck in the Area of Operation.

f. To indemnify, defend and hold harmless Little Caesar and its affiliates and their respective directors, officers, employees, shareholders and agents against all losses and expenses arising from the operation of the Food Truck, in accordance with Franchisee's indemnification obligations in the Franchise Agreement.

g. To promptly report to Little Caesar any malfunctions, operating challenges, employee feedback, and customer feedback relating to the Food Truck. Little Caesar will designate a point of contact for such information.

h. To allow Little Caesar and its designees (such as equipment vendors) to make announced or unannounced visits to the Food Truck at any time (i) to observe, inspect, sample, or work on the Food Truck; (ii) to interview Franchisee's employees and customers concerning the Food Truck's operation and the customer experience; and (iii) to make adjustments and corrections deemed necessary by Little Caesar.

i. To ensure that all uses of the Proprietary Marks and Confidential Information in connection with the Food Truck are in compliance with the requirements of the Franchise Agreement.

11. Obligations on Termination or Expiration. Section 14.4 is deleted and replaced with the following:

After expiration or termination of the Franchise Agreement:

a. Franchisee must make such modifications or alterations to the Food Truck (including but not limited to changing signs, color scheme, configuration, and layout) as may be necessary to distinguish the appearance of the Food Truck from that of a LITTLE CAESARS® outlet (except that the provision regarding assignment of the telephone number will apply only if a telephone number has been publicly associated with the Food Truck). Franchisee shall make such specific additional changes as Little Caesar may request to dissociate the Food Truck from the System.

b. Franchisee may operate the Food Truck only as a non-Little Caesars business, only after complying with the de-branding requirements above, and only if the business does not violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee. Franchisee may not sell or lease the Food Truck to an unaffiliated operator whose business would violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee.

c. At Little Caesar's request, Franchisee must return any materials, equipment or software specific to the Food Truck.

d. Franchisee must fulfill any remaining obligations for payment of fees or expenses or reporting related to the Food Truck.

The obligations in this Paragraph will survive expiration or termination of the Franchise Agreement and this Addendum.

12. No Amendment of Prior Agreements. Notwithstanding Sections 25.1 and 25.2 of the Franchise Agreement, the terms of this Addendum will not be deemed to amend any other franchise agreement with Franchisee.

13. The Franchise Agreement and this Addendum supersede any provision in the Previous Agreement which by its terms or by reasonable implication would impose an obligation to be performed, in whole or in part, after the expiration of the Previous Agreement, except that any provision of the Previous Agreement which requires Franchisee to pay monies to Little Caesar shall survive until all financial obligations of Franchisee under such provisions have been fulfilled.

14. This Food Truck Renewal Addendum constitutes the entire agreement between Little Caesar and Franchisee concerning the subject matter hereof, and supersedes any and all prior agreements, negotiations and correspondence concerning the same subject matter. No amendments, change, or variance form this Food Truck Renewal Addendum shall be binding on either party unless mutually agreed to in writing signed by both parties.

16. This Food Truck Renewal Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Food Truck Renewal Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

**LITTLE CAESAR ENTERPRISES, INC.**

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

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

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

**FRANCHISEE**

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

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

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



**EXHIBIT E**

**TABLE OF CONTENTS TO OPERATIONAL RESOURCE GUIDE**

# TABLE OF CONTENTS

---

## Welcome to the Family

Little Caesars | By the Years

Little Caesars Milestones

Who We Are

Be a Hero

## Training..... 1

Four-Step Method of Training.....2

Little Caesars Operational Principles .....2

Training Classes .....6

In-Store Training Resources .....8

## Customer Service Standards ..... 11

Little Caesars Customer Service Standards .....12

Colleague Appearance (Proper Uniform) .....15

Customer Service Related Stations .....18

## Safety & Security ..... 27

Safety.....29

Security.....52

## Food Safety..... 73

Colleague Food Safety .....75

Receiving & Storing Food .....81

Hot & Cold Holding.....87

Safe Food Handling & Preparation .....90

Foodborne Illness & Foreign Objects.....92

Cleaning & Sanitation.....95

Pests .....103

Inspections.....106

## Product Recipes & Procedures ..... 109

Little Caesars Menu .....110

Product Preparation .....114

Pizza Toppings Preparation .....119

Sauces & Seasonings Preparation .....128

Caesar Wings Preparation.....137

Additional Crust Preparation.....138

Core Menu Product Recipes.....139

## Management ..... 199

Role of Management .....201

Time Management Tools.....203

DO (Daily Organization) Sheet & Build-To.....208

Productivity Standards & Station Champions .....210

Oven Schedule .....213

Colleague Scheduling and Controlling Costs .....214

Positioning a Shift .....229

Daily/Weekly Paperwork & Cash Management .....236

Inventory, Projections and Food Ordering .....245

Profit and Loss .....255

Cleaning .....257

Manual Register Transactions.....259

## Equipment..... 261

## Appendix ..... 305

## Glossary ..... 339

## Index ..... 347

**EXHIBIT F**

**LIST OF FRANCHISEES  
AS OF DECEMBER 31, 2023**

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>Fran#</b>	<b>Store#</b>	<b>Store Address Line 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Key Contact Phone</b>	<b>Key Contact Name</b>
3467	1	2001 E. 88TH AVENUE, SUITE 102B	ANCHORAGE	AK	99507	(907) 632-2386	Walter Harmon
3467	2	5437 EAST NORTHERN LIGHTS BLVD, UNIT D	ANCHORAGE	AK	99508	(907) 632-2386	Walter Harmon
3467	3	500 E BENSON BLVD, STE 101	ANCHORAGE	AK	99503	(907) 632-2386	Walter Harmon
360	1	1032 BOLL WEEVIL CIR	ENTERPRISE	AL	36330	(334) 301-5775	Jeff Epding
360	3	1550 WESTGATE PKWY, STE 8	DOTHAN	AL	36303	(334) 301-5775	Jeff Epding
360	4	919 DALEVILLE AVE	DALEVILLE	AL	36322	(334) 301-5775	Jeff Epding
360	5	2090 S OATES ST	DOTHAN	AL	36301	(334) 301-5775	Jeff Epding
360	7	100 APPLE AVE STE 1	DOTHAN	AL	36303	(334) 301-5775	Jeff Epding
369	5	2215 DANVILLE RD. SW	DECATUR	AL	35601	(662) 286-1739	Adam Jenkins
369	7	1409 WOODWARD AVE.	MUSCLE SHOALS	AL	35661	(662) 286-1739	Adam Jenkins
369	8	2598A SPARKMAN DR.	HUNTSVILLE	AL	35810	(662) 286-1739	Adam Jenkins
369	9	1593-G HUGHES RD	MADISON	AL	35758	(662) 286-1739	Adam Jenkins
369	10	1307 HIGHWAY 31 NORTH	HARTSELLE	AL	35640	(662) 286-1739	Adam Jenkins
369	11	1626 DARBY DRIVE	FLORENCE	AL	35630	(662) 286-1739	Adam Jenkins
369	12	13655 HIGHWAY 43	RUSSELLVILLE	AL	35653	(662) 286-1739	Adam Jenkins
369	13	1415 6TH AVENUE SE	DECATUR	AL	35601	(662) 286-1739	Adam Jenkins
369	15	5475 B HWY 157 NW	CULLMAN	AL	35055	(662) 286-1739	Adam Jenkins
369	16	10878 COUNTY LINE RD	MADISON	AL	35756	(662) 286-1739	Adam Jenkins
551	6	2900 J TRIANA BLVD	HUNTSVILLE	AL	35805	(256) 783-5750	Kurt Bothwell
551	7	601 GUALT AVENUE SOUTH	FORT PAYNE	AL	35967	(256) 783-5750	Kurt Bothwell
551	8	586 MICAH WAY	SCOTTSBORO	AL	35769	(256) 783-5750	Kurt Bothwell
551	9	542 N BRINDLE MOUNTAIN PARKWAY	ARAB	AL	35016	(256) 783-5750	Kurt Bothwell
551	10	2130 REDSTONE RD SW	HUNTSVILLE	AL	35803	(256) 783-5750	Kurt Bothwell
1087	1	2625 W MEIGHAN	GADSDEN	AL	35904	(256) 441-6943	Emad Suleiman
1087	3	2044 US HIGHWAY 431 NORTH, STE A	BOAZ	AL	35957	(256) 441-6943	Emad Suleiman
1087	4	1740 EAST MEIGHAN AVE	GADSDEN	AL	35903	(256) 441-6943	Emad Suleiman
1087	5	3506-A RAINBOW DR.	RAINBOW CITY	AL	35906	(256) 441-6943	Emad Suleiman
1087	6	7347 US HIGHWAY 431 SOUTH	ALBERTVILLE	AL	35950	(256) 441-6943	Emad Suleiman
1087	7	1494 CHESTNUT BYPASS	CENTRE	AL	35960	(256) 441-6943	Emad Suleiman
1087	8	2040 GUNTER AVE	GUNTERSVILLE	AL	35976	(256) 441-6943	Emad Suleiman
1087	9	603 GILBERT FERRY RD SE	ATTALLA	AL	35954	(256) 441-6943	Emad Suleiman
1171	2	2-B WEST RIDGE DRIVE	PHENIX CITY	AL	36870	(706) 442-5522	Michael Osman
1171	6	1806 STADIUM DR., STE A	PHENIX CITY	AL	36867	(706) 442-5522	Michael Osman

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1204	3	100-0 HIGHWAY 31 SOUTH	ATHENS	AL	35611	(810) 241-5993	Phil VanSlambrouck
1321	1	1485 ANDREWS AVE.	OZARK	AL	36360	(334) 790-5176	Steve Underwood
1321	2	1021 S. BRUNDIDGE STREET	TROY	AL	36081	(334) 790-5176	Steve Underwood
1321	3	347 S. EUFAULA AVE., STE 1	EUFAULA	AL	36027	(334) 790-5176	Steve Underwood
1438	2	413 WEST BYPASS	ANDALUSIA	AL	36420	(334) 343-1947	Lori Enzor
1559	1	636 S. MEMORIAL DR.	PRATTVILLE	AL	36067	(706) 442-7935	Tony Moyer
1559	3	3621 HIGHWAY 14	MILLBROOK	AL	36054	(706) 442-7935	Tony Moyer
1559	6	1515 2ND AVENUE, STE C-1	OPELIKA	AL	36801	(706) 442-7935	Tony Moyer
1559	7	3004 MCGEHEE ROAD	MONTGOMERY	AL	36111	(706) 442-7935	Tony Moyer
1559	8	5853 ATLANTA HWY	MONTGOMERY	AL	36117	(706) 442-7935	Tony Moyer
1559	9	4021 ATLANTA HWY	MONTGOMERY	AL	36109	(706) 442-7935	Tony Moyer
1559	10	1621 SOUTH COLLEGE STREET	AUBURN	AL	36832	(706) 442-7935	Tony Moyer
1559	11	3214 20TH AVE. STE D	VALLEY	AL	36854	(706) 442-7935	Tony Moyer
1700	1	27080 US HWY 98, STE 3	DAPHNE	AL	36526	(225) 205-4239	Monica McKenzie
1836	1	325 N CRAFT STREET STE C	CHICKASAW	AL	36611	(257) 656-0445	Jim Barton
1836	2	113-B SOUTH GREENO RD	FAIRHOPE	AL	36532	(257) 656-0445	Jim Barton
3081	1	12 GILMER AVE.	TALLASSEE	AL	36078	(706) 888-1067	Anthony Coates
3385	1	2003 US HIGHWAY 31	DEATSVILLE	AL	36022	(334) 558-5242	Paula Holley
3412	47	439 FIELDSTOWN ROAD	GARDENDALE	AL	35071	(304) 541-6377	James White
3412	48	6662 HIGHWAY 75	PINSON	AL	35126	(304) 541-6377	James White
3412	49	672 CLANTON MARKETPLACE	CLANTON	AL	35045	(304) 541-6377	James White
3412	50	420 PELHAM AVE	JACKSONVILLE	AL	36265	(304) 541-6377	James White
3412	51	565 FIRST STREET SW	ALABASTER	AL	35007	(304) 541-6377	James White
3412	52	4608-E AVENUE W	BIRMINGHAM	AL	35208	(304) 541-6377	James White
3412	53	7630 FIRST AVENUE NORTH	BIRMINGHAM	AL	35206	(304) 541-6377	James White
3412	54	215 FOREST ROAD, STE 101	HUEYTOWN	AL	35023	(304) 541-6377	James White
3412	55	3305 LORNA ROAD, STE 1	HOOVER	AL	35216	(304) 541-6377	James White
3412	56	550 15TH ST E	TUSCALOOSA	AL	35401	(304) 541-6377	James White
3412	57	406 W. VALLEY AVENUE, STE 101	HOMWOOD	AL	35209	(304) 541-6377	James White
3412	58	420 BRYAN ROAD, STE C	SUMITON	AL	35148	(304) 541-6377	James White
3412	59	1421 FORESTDALE BLVD., STE 101	BIRMINGHAM	AL	35214	(304) 541-6377	James White
3412	60	724 EAST BATTLE STREET	TALLADEGA	AL	35160	(304) 541-6377	James White
3412	61	1410 QUINTARD AVE.	ANNISTON	AL	36201	(304) 541-6377	James White
3412	63	4730 HIGHWAY 17	HELENA	AL	35080	(304) 541-6377	James White

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3412	64	1189 CENTER POINT PKWY	BIRMINGHAM	AL	35215	(304) 541-6377	James White
3412	65	305 2ND AVENUE NW	CULLMAN	AL	35055	(304) 541-6377	James White
3412	66	313 CANE CREEK RD	WARRIOR	AL	35180	(304) 541-6377	James White
3412	68	1330 EAST HIGHLAND AVE	SELMA	AL	36703	(304) 541-6377	James White
3412	70	1309 W FORT WILLIAMS ST	SYLACAUGA	AL	35150	(304) 541-6377	James White
3412	71	709 HIGHWAY 78 E	JASPER	AL	35501	(304) 541-6377	James White
3412	72	8901 WEAVER AVENUE, STE 101	LEEDS	AL	35094	(304) 541-6377	James White
3412	77	410 2ND AVENUE EAST, STE E	ONEONTA	AL	35121	(304) 541-6377	James White
3412	79	760 ACADEMY DR., STE 114	BESSEMER	AL	35022	(304) 541-6377	James White
3412	80	28869 HIGHWAY 5	WOODSTOCK	AL	35188	(304) 541-6377	James White
3412	85	5980 OLD GREENSBORO RD	TUSCALOOSA	AL	35405	(304) 541-6377	James White
3412	86	2471 US HIGHWAY 43 SUITE 4	WINFIELD	AL	35594	(304) 541-6377	James White
3412	87	8111 HIGHWAY 31	CALERA	AL	35040	(304) 541-6377	James White
3412	88	2975 HIGHWAY 280	ALEXANDER CITY	AL	35010	(304) 541-6377	James White
3412	89	605 N MARTIN ST SUITE 102	PELL CITY	AL	35125	(304) 541-6377	James White
3412	90	5408 HIGHWAY 280 SOUTH SUITE B	BIRMINGHAM	AL	35242	(304) 541-6377	James White
3412	91	2060 PINSON VALLEY PKWY	TARRANT	AL	35217	(304) 541-6377	James White
3412	96	1029 US HIGHWAY 80 W	DEMOPOLIS	AL	36732	(304) 541-6377	James White
3412	99	9948 AIRPORT BLVD.	MOBILE	AL	36608	(304) 541-6377	James White
3412	100	6300 GRELOT RD. SUITE N	MOBILE	AL	36609	(304) 541-6377	James White
3412	101	2308 AIRPORT BLVD	MOBILE	AL	36606	(304) 541-6377	James White
3412	102	5440 HIGHWAY 90 W, STE D	MOBILE	AL	36619	(304) 541-6377	James White
3412	103	7885 MOFFETT RD, STE 134	SEMMES	AL	36575	(304) 541-6377	James White
3412	104	19375 THIRD STREET NORTH, #8	CITRONELLE	AL	36522	(304) 541-6377	James White
3412	105	8696 COTTAGE HILL RD.	MOBILE	AL	36695	(304) 541-6377	James White
3412	106	2852 DAUPHIN ISLAND PKWY	MOBILE	AL	36605	(304) 541-6377	James White
3412	107	324 NORTH HWY 43 SUITE C	SARALAND	AL	36571	(304) 541-6377	James White
3412	109	21480 HIGHWAY 59	ROBERTSDALE	AL	36567	(304) 541-6377	James White
3412	110	813 N MAIN ST	ATMORE	AL	36502	(304) 541-6377	James White
3412	111	5891 HIGHWAY 90	THEODORE	AL	36582	(304) 541-6377	James White
3412	115	1541 W MAGNOLIA AVE	GENEVA	AL	36340	(304) 541-6377	James White
3412	117	2430 OLD SPRINGVILLE RD, STE 118	BIRMINGHAM	AL	35215	(304) 541-6377	James White
3739	1	5426 US HIGHWAY 280	HARPERSVILLE	AL	35078	(256) 558-1811	Jeetendra Ahuja
3835	1	21195 AL 25	COLUMBIANA	AL	35051	(704) 421-4447	Ali Nasher

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

286	1	4600 CAMP ROBINSON RD	N LITTLE ROCK	AR	72118	(501) 366-4797	Michael Fritz
286	2	7127 JFK BLVD	NORTH LITTLE ROCK	AR	72116	(501) 366-4797	Michael Fritz
286	3	8500 GEYER SPRINGS RD	LITTLE ROCK	AR	72209	(501) 366-4797	Michael Fritz
286	4	1317 TP WHITE DRIVE	JACKSONVILLE	AR	72076	(501) 366-4797	Michael Fritz
286	6	812 MILITARY PARKWAY	BENTON	AR	72015	(501) 366-4797	Michael Fritz
286	9	2670 PRINCE STREET, STE 1	CONWAY	AR	72034	(501) 366-4797	Michael Fritz
286	10	2300 WEST 28TH STREET	PINE BLUFF	AR	71603	(501) 366-4797	Michael Fritz
286	11	2412 RACE STREET	SEARCY	AR	72143	(501) 366-4797	Michael Fritz
286	14	303 S SECOND ST	CABOT	AR	72023	(501) 366-4797	Michael Fritz
286	17	15410 ARCH ST SUITE A	LITTLE ROCK	AR	72206	(501) 366-4797	Michael Fritz
286	18	7410 CANTRELL RD	LITTLE ROCK	AR	72207	(501) 366-4797	Michael Fritz
286	19	501 N ARKANSAS AVE	RUSSELLVILLE	AR	72801	(501) 366-4797	Michael Fritz
286	20	2202 N REYNOLDS RD	BRYANT	AR	72022	(501) 366-4797	Michael Fritz
286	23	127 AUDUBON DR	MAUMELLE	AR	72113	(501) 366-4797	Michael Fritz
286	24	3412-A S UNIVERSITY AVENUE	LITTLE ROCK	AR	72204	(501) 366-4797	Michael Fritz
286	25	4105 E. BROADWAY	NORTH LITTLE ROCK	AR	72117	(501) 366-4797	Michael Fritz
286	26	2235 E OAK ST	CONWAY	AR	72032	(501) 366-4797	Michael Fritz
286	27	3115 EAST KIEHL	SHERWOOD	AR	72120	(501) 366-4797	Michael Fritz
286	28	5801 DOLLARWAY, STE B	PINE BLUFF	AR	71602	(501) 366-4797	Michael Fritz
<b>479</b>	<b>26</b>	1731 WEST KINGS HIGHWAY	PARAGOULD	AR	72450	(901) 461-1831	Marty Mathews
<b>479</b>	<b>27</b>	1027 E MAIN ST	BLYTHEVILLE	AR	72315	(901) 461-1831	Marty Mathews
<b>479</b>	<b>31</b>	2227 S CARAWAY	JONESBORO	AR	72401	(901) 461-1831	Marty Mathews
<b>479</b>	<b>32</b>	105 DOVER ROAD	WEST MEMPHIS	AR	72301	(901) 461-1831	Marty Mathews
669	2	814 HIGHWAY 62	HARRISON	AR	72601	(870) 416-0917	Erik Eby
1362	6	1000 N. GREENWOOD AVE	FT. SMITH	AR	72901	(713) 817-5649	Mike Knoblock
1362	17	4901 TOWSON AVE	FORT SMITH	AR	72901	(713) 817-5649	Mike Knoblock
1494	5	2600 N. WEST AVE	EL DORADO	AR	71730	(832) 217-6598	irfaan lalani
1555	3	206 SW 14TH STREET	BENTONVILLE	AR	72712	(417) 291-1756	Julie Yandell
1840	1	315 N BOWMAN RD, STE 1	LITTLE ROCK	AR	72211	(501) 690-1697	Eric McDuffie
1840	2	10402 STAGECOACH RD, STE A	LITTLE ROCK	AR	72210	(501) 690-1697	Eric McDuffie
1840	3	1311 ALBERT PIKE, STE C	HOT SPRINGS	AR	71913	(501) 690-1697	Eric McDuffie
1840	4	109 N HERVEY ST	HOPE	AR	71801	(501) 690-1697	Eric McDuffie
1840	6	3340 A CENTRAL AVE	HOT SPRINGS	AR	71913	(501) 690-1697	Eric McDuffie
1840	7	2708 PINE ST., STE B	ARKADELPHIA	AR	71923	(501) 690-1697	Eric McDuffie

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3390	1	209 E 22ND ST	STUTTGART	AR	72160	(870) 674-4676	Bradley Rodgers
3390	2	1900 DEWITT HENRY DR	BEEBE	AR	72012	(870) 674-4676	Bradley Rodgers
3657	1	950 EAST HIGHWAY 62	MOUNTAIN HOME	AR	72653	(870) 424-3477	Debbie Thelen
3678	1	200 PROGRESS AVE SUITE 200	SILOAM SPRINGS	AR	72761	(501) 690-1697	Eric McDuffie
3678	2	1345 E HENRI DE TONTI, STE D	SPRINGDALE	AR	72762	(501) 690-1697	Eric McDuffie
3678	3	2682 WEST SUNSET AVE	SPRINGDALE	AR	72762	(501) 690-1697	Eric McDuffie
3678	4	931 WEST WALNUT ST	ROGERS	AR	72756	(501) 690-1697	Eric McDuffie
3678	5	2211 FAYETTEVILLE RD	VAN BUREN	AR	72956	(501) 690-1697	Eric McDuffie
83	21	347 E SOUTHERN AVE, #109	MESA	AZ	85210	(480) 460-7861	Ed & Lynne Nazari
83	25	401 N ARIZONA AVE	CHANDLER	AZ	85225	(480) 460-7861	Ed & Lynne Nazari
1220	1	2105 W. HIGHWAY 60	GLOBE	AZ	85501	(928) 812-2951	Michael Cook
1220	2	485 E WHITE MOUNTAIN BLVD	PINETOP	AZ	85935	(928) 812-2951	Michael Cook
1220	3	1651 E. DEUCE OF CLUBS	SHOW LOW	AZ	85901	(928) 812-2951	Michael Cook
1327	1	25410 S ARIZONA AVE #178	SUN LAKES	AZ	85248	(480) 242-6096	Bruce Sapiro
1327	5	2028 N. TREKELL	CASA GRANDE	AZ	85222	(480) 242-6096	Bruce Sapiro
1327	8	295 S. ARIZONA BLVD	COOLIDGE	AZ	85128	(480) 242-6096	Bruce Sapiro
1327	10	21152 E RITTENHOUSE RD, STE 103	QUEEN CREEK	AZ	85142	(480) 242-6096	Bruce Sapiro
1327	12	2128 EAST FLORENCE BLVD	CASA GRANDE	AZ	85122	(480) 242-6096	Bruce Sapiro
1485	2	730 E BROWN	MESA	AZ	85203	(602) 405-4005	Gregg Adams
1485	3	2754 E MCKELLIPS, #104	MESA	AZ	85213	(602) 405-4005	Gregg Adams
1485	4	1151 W UNIVERSITY DR	MESA	AZ	85201	(602) 405-4005	Gregg Adams
<b>1515</b>	<b>12</b>	4935 S VAL VISTA DR #105	GILBERT	AZ	85298	(480) 363-8893	Herve Ouellette
1754	1	841 S. MAIN ST.	COTTONWOOD	AZ	86326	(801) 520-4090	Stephen Rose
1754	2	MAIN STREET AND HWY 160	TUBA CITY	AZ	86045	(801) 520-4090	Stephen Rose
1754	3	90 EAST 3RD STREET, STE F	DOUGLAS	AZ	85607	(801) 520-4090	Stephen Rose
1754	4	1547 HIGHWAY 70	SAFFORD	AZ	85546	(801) 520-4090	Stephen Rose
1754	6	995 WEST 4TH STREET	BENSON	AZ	85602	(801) 520-4090	Stephen Rose
1754	7	1673 W STATE ROUTE 260	CAMP VERDE	AZ	86322	(801) 520-4090	Stephen Rose
1754	8	7840 E HIGHWAY 69, STE A3	PRESCOTT VALLEY	AZ	86314	(801) 520-4090	Stephen Rose
1754	9	1046 WILLOW CREEK RD., STE 117	PRESCOTT	AZ	86301	(801) 520-4090	Stephen Rose
3154	17	55 S. HIGHWAY 92, SUITE C	SIERRA VISTA	AZ	85635	(951) 609-5500	Sean Varvello
3154	18	491 W MARIPOSA RD.	NOGALES	AZ	85621	(951) 609-5500	Sean Varvello
3154	19	1500 E CEDAR #76	FLAGSTAFF	AZ	86004	(951) 609-5500	Sean Varvello
3154	20	2080 S MILTON RD., STE 300	FLAGSTAFF	AZ	86001	(951) 609-5500	Sean Varvello



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3182	1	2110 W SOUTHERN AVE	MESA	AZ	85202	(480) 703-9389	Tyler Keller
3182	2	439 S ELLSWORTH RD, STE 105	MESA	AZ	85208	(480) 703-9389	Tyler Keller
3233	1	1110 W FRONTAGE RD	RIO RICO	AZ	85648	(480) 231-4184	Brent Brzuchalski
3292	1	64 N HARRISON RD, STE 110	TUCSON	AZ	85748	(602) 361-6190	Christine Blank
3292	2	15883 N ORACLE RD	CATALINA	AZ	85739	(602) 361-6190	Christine Blank
3292	3	911 S LINDSAY RD, STE 103	GILBERT	AZ	85296	(602) 361-6190	Christine Blank
3292	4	3107 SOUTH GILBERT ROAD, STE 111	GILBERT	AZ	85296	(602) 361-6190	Christine Blank
3292	5	437 S. GILBERT RD., STE 12 &13	MESA	AZ	85204	(602) 361-6190	Christine Blank
3292	6	2820 S ALMA SCHOOL RD	CHANDLER	AZ	85286	(602) 361-6190	Christine Blank
3292	7	3961 E. CHANDLER BLVD., STE 101	PHOENIX	AZ	85048	(602) 361-6190	Christine Blank
3292	8	9880 S RURAL ROAD, STE B108	TEMPE	AZ	85284	(602) 361-6190	Christine Blank
3352	7	915 W BEALE ST	KINGMAN	AZ	86401	(208) 535-5920	Tony Blakeslee
3352	9	101 ARIZONA ST	BISBEE	AZ	85603	(208) 535-5920	Tony Blakeslee
3365	1	305 NAVAJO BLVD	HOLBROOK	AZ	86025	(928) 535-3226	EDWARD BAUM
3365	2	638 N MAIN ST,STE A	TAYLOR	AZ	85939	(928) 535-3226	EDWARD BAUM
3395	1	3730 WEST HAPPY VALLEY RD, STE 105	GLENDALE	AZ	85310	(520) 979-1900	Noor Samji
3424	1	1601 N BEELINE HWY	SCOTTSDALE	AZ	85256	(480) 291-6585	Bryan Meyers
<b>3448</b>	<b>2</b>	680 W CATALINA DR	YUMA	AZ	85364	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>3</b>	800 S 4TH AVENUE	YUMA	AZ	85364	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>4</b>	1233 N. MAIN ST.	SAN LUIS	AZ	85349	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>5</b>	725 E. MAIN STREET #2	SOMERTON	AZ	85350	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>6</b>	7875 EAST 24TH ST., SUITE #1	YUMA	AZ	85365	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>7</b>	11487 S FORTUNA RD	YUMA	AZ	85367	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>11</b>	1371 HANCOCK ROAD	BULLHEAD CITY	AZ	86442	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>19</b>	34 N LAKE HAVASU AVE, STE 6	LAKE HAVASU CITY	AZ	86403	(661) 477-3674	Johnny Baklini
3560	1	57 S. LAKE POWELL BLVD.	PAGE	AZ	86040	(435) 590-3024	Beth Williams
3650	1	6070 W BELL RD, A 101	GLENDALE	AZ	85308	(602) 570-8802	Johnny Gartman
3671	1	18745 S I-19 FRONTAGE ROAD	GREEN VALLEY	AZ	85614	(623) 329-9179	Travis Lipkin
3671	2	3544 E SOUTHERN AVE, STE 106/107	MESA	AZ	85204	(623) 329-9179	Travis Lipkin
3671	3	2992 N. ALMA SCHOOL RD. STE 4	CHANDLER	AZ	85224	(623) 329-9179	Travis Lipkin
3671	4	735 NORTH GILBERT RD	GILBERT	AZ	85234	(623) 329-9179	Travis Lipkin
3759	1	35 W COMBS RD, #104	SAN TAN VALLEY	AZ	85140	(925) 250-4283	Carter Asefi
3759	2	4049 E WILLIAMS FIELD RD #104	GILBERT	AZ	85295	(925) 250-4283	Carter Asefi
3759	3	1735 W HUNT HWY, STE 100	SAN TAN VALLEY	AZ	85143	(925) 250-4283	Carter Asefi

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3759	4	10706 E POINT TWENTY-TWO BLVD, STE A108	MESA	AZ	85212	(925) 250-4283	Carter Asefi
3759	5	725 APACHE TRAIL	APACHE JUNCTION	AZ	85120	(925) 250-4283	Carter Asefi
3759	6	6466 S HIGLEY ROAD	GILBERT	AZ	85298	(925) 250-4283	Carter Asefi
3759	7	2975 E OCOTILLO RD #15	CHANDLER	AZ	85249	(925) 250-4283	Carter Asefi
191	3	63 E 16TH ST	MERCED	CA	95340	(209) 404-5780	John Gauthier
191	6	3250 G STREET #B	MERCED	CA	95340	(209) 404-5780	John Gauthier
191	7	2909 WHITMORE AVENUE	CERES	CA	95307	(209) 404-5780	John Gauthier
191	8	2575 GREER RD	TURLOCK	CA	95382	(209) 404-5780	John Gauthier
191	11	315 PARADISE AVE	MODESTO	CA	95351	(209) 404-5780	John Gauthier
191	16	124 SOUTH WESTERN, STE 3	WATERFORD	CA	95386	(209) 404-5780	John Gauthier
191	19	166 E. WHITMORE AVE., STE C	MODESTO	CA	95358	(209) 404-5780	John Gauthier
191	20	3801 YOSEMITE BLVD.	MODESTO	CA	95357	(209) 404-5780	John Gauthier
191	23	1609 LANDER AVE.	TURLOCK	CA	95380	(209) 404-5780	John Gauthier
191	24	1060 E PACHECO BLVD	LOS BANOS	CA	93635	(209) 404-5780	John Gauthier
191	28	1422 N CARPENTER RD	MODESTO	CA	95351	(209) 404-5780	John Gauthier
191	29	1336 E HATCH RD	CERES	CA	95351	(209) 404-5780	John Gauthier
191	30	9726 STEPHENS ST	DELHI	CA	95315	(209) 404-5780	John Gauthier
191	31	3209 WEST SHAW AVENUE	FRESNO	CA	93711	(209) 404-5780	John Gauthier
191	32	1080 E CYPRESS AVE STE E	REDDING	CA	96002	(209) 404-5780	John Gauthier
191	33	200 LAKE BLVD	REDDING	CA	96003	(209) 404-5780	John Gauthier
191	34	1426 E. YOSEMITE, STE 112	MADERA	CA	93638	(209) 404-5780	John Gauthier
191	35	1145 E ROBERTSON BLVD	CHOWCHILLA	CA	93610	(209) 404-5780	John Gauthier
292	1	3400 PANAMA LANE, STE P	BAKERSFIELD	CA	93313	(661) 477-3674	Johnny Baklini
292	2	6019 EAST NILES STREET	BAKERSFIELD	CA	93306	(661) 477-3674	Johnny Baklini
292	3	700 AIRPORT DR.	BAKERSFIELD	CA	93308	(661) 477-3674	Johnny Baklini
292	4	2515 SOUTH H STREET	BAKERSFIELD	CA	93304	(661) 477-3674	Johnny Baklini
292	5	921 CECIL AVENUE	DELANO	CA	93215	(661) 477-3674	Johnny Baklini
292	6	5620 EAST CALIFORNIA AVE	BAKERSFIELD	CA	93309	(661) 477-3674	Johnny Baklini
292	7	8040 WHITE LANE	BAKERSFIELD	CA	93309	(661) 477-3674	Johnny Baklini
292	8	2665 CALLOWAY DR	BAKERSFIELD	CA	93312	(661) 477-3674	Johnny Baklini
292	10	1009 COLUMBUS AVE	BAKERSFIELD	CA	93305	(661) 477-3674	Johnny Baklini
292	11	10504 MAIN ST	LAMONT	CA	93241	(661) 477-3674	Johnny Baklini
292	12	524 BEAR MOUNTAIN BLVD.	ARVIN	CA	93203	(661) 477-3674	Johnny Baklini
292	13	701 CENTRAL VALLEY HWY	SHAFTER	CA	93263	(661) 477-3674	Johnny Baklini

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

292	14	2649 HWY 46 UNIT B	WASCO	CA	93280	(661) 477-3674	Johnny Baklini
292	15	123 S UNION AVE	BAKERSFIELD	CA	93307	(661) 477-3674	Johnny Baklini
292	16	11339 STOCKDALE HWY SUITE 100	BAKERSFIELD	CA	93311	(661) 477-3674	Johnny Baklini
302	2	16816 E MAIN STREET	HESPERIA	CA	92345	(909) 518-3111	Neil Haymes
302	3	20920 BEAR VALLEY ROAD,STE A	APPLE VALLEY	CA	92308	(909) 518-3111	Neil Haymes
302	4	20152 OUTER HIGHWAY 18	APPLE VALLEY	CA	92307	(909) 518-3111	Neil Haymes
302	5	16061 BEAR VALLEY ROAD	HESPERIA	CA	92345	(909) 518-3111	Neil Haymes
302	10	14073 MAIN STREET, STE 104	HESPERIA	CA	92345	(909) 518-3111	Neil Haymes
374	1	825 JEFFERSON BLVD	WEST SACRAMENTO	CA	95691	(916) 730-6293	Bill Creighton
374	2	5029 FRUITRIDGE RD	SACRAMENTO	CA	95820	(916) 730-6293	Bill Creighton
374	4	68A W COURT ST	WOODLAND	CA	95695	(916) 730-6293	Bill Creighton
374	5	5301 FREEPORT BLVD, STE 100	SACRAMENTO	CA	95822	(916) 730-6293	Bill Creighton
374	7	1861-A E. GIBSON RD.	WOODLAND	CA	95776	(916) 730-6293	Bill Creighton
374	8	7119 ELK GROVE BLVD., STE 133	ELK GROVE	CA	95758	(916) 730-6293	Bill Creighton
374	9	1583 W EL CAMINO AVE SUITE 102	SACRAMENTO	CA	95833	(916) 730-6293	Bill Creighton
374	10	6100 MACK ROAD, STE E	SACRAMENTO	CA	95823	(916) 730-6293	Bill Creighton
374	11	8325 ELK GROVE FLORIN RD, #100	SACRAMENTO	CA	95829	(916) 730-6293	Bill Creighton
374	12	4805 LAGUNA BLVD., #103	ELK GROVE	CA	95828	(916) 730-6293	Bill Creighton
374	14	7215 STOCKTON BLVD, SUITE 101	SACRAMENTO	CA	95828	(916) 730-6293	Bill Creighton
374	15	2829 FLORIN RD	SACRAMENTO	CA	95822	(916) 730-6293	Bill Creighton
444	3	2508 OAKDALE ROAD	MODESTO	CA	95355	(209) 747-4008	Greg Duncan
444	7	2520 PACIFIC AVE	STOCKTON	CA	95204	(209) 747-4008	Greg Duncan
444	8	353 WEST CHARTER WAY	STOCKTON	CA	95206	(209) 747-4008	Greg Duncan
444	10	2491 E. FREMONT ST.	STOCKTON	CA	95205	(209) 747-4008	Greg Duncan
444	11	2339 HAMMER LANE, STE I	STOCKTON	CA	95209	(209) 747-4008	Greg Duncan
<b>561</b>	<b>1</b>	2417 W. CALDWELL STREET	VISALIA	CA	93277	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>2</b>	1854 W LACEY BLVD	HANFORD	CA	93230	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>3</b>	1439 E NOBLE	VISALIA	CA	93292	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>4</b>	1281 W. HENDERSON AVE	PORTERVILLE	CA	93257	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>5</b>	885 N LEMOORE AVENUE, STE 80	LEMOORE	CA	93245	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>6</b>	780 W. EL MONTE WAY	DINUBA	CA	93618	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>7</b>	216 N. HIGHWAY 65	LINDSAY	CA	93247-2701	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>8</b>	924 E MANNING	REEDLEY	CA	93654-5333	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>9</b>	3100 N DEMAREE ST	VISALIA	CA	93291	(559) 300-5742	Jeffrey Manquen

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>561</b>	<b>10</b>	319 EAST OLIVE	PORTERVILLE	CA	93257	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>11</b>	915 SIERRA ST	KINGSBURG	CA	93631	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>12</b>	2597 N 11TH AVE	HANFORD	CA	93230	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>13</b>	1595 N PEACH AVE SUITE 102	FRESNO	CA	93727	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>14</b>	104 W SHERWOOD AVE	MCFARLAND	CA	93250	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>15</b>	126 N VALENCIA BLVD	WOODLAKE	CA	93286	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>18</b>	1138 N RIVERSIDE AVE	RIALTO	CA	92376	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>19</b>	4083-B PHELAN ROAD	PHELAN	CA	92371	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>20</b>	13738 BEAR VALLEY RD	VICTORVILLE	CA	92392	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>21</b>	14196 HIGHWAY 395, STE A-6	ADELANTO	CA	92301	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>22</b>	15770 MOJAVE DR	VICTORVILLE	CA	92394	(559) 300-5742	Jeffrey Manquen
<b>561</b>	<b>23</b>	827 S AKERS ST STE 103	VISALIA	CA	93277	(559) 300-5742	Jeffrey Manquen
654	9	2338 W CLEVELAND	MADERA	CA	93637	(559) 978-0334	Scott Hellam
1104	1	1061 S MAIN STREET	FALLBROOK	CA	92028	(760) 535-9912	Tim White
1104	2	3852 MISSION AVENUE, B-3	OCEANSIDE	CA	92054	(760) 535-9912	Tim White
1104	4	4904 N. RIVER RD	OCEANSIDE	CA	92057	(760) 535-9912	Tim White
1130	4	970 SUNRISE AVE #130	ROSEVILLE	CA	95661	(530) 624-5999	Baljinder Singh
1147	1	4376 THORNTON	FREMONT	CA	94536	(510) 673-9574	Trini Romero
1147	3	39490 FREMONT BLVD	FREMONT	CA	94538	(510) 673-9574	Trini Romero
1161	1	4910 E KINGS CANYON RD, STE 110	FRESNO	CA	93727	(559) 301-4011	Donna Boyd
1161	2	4550 N 1ST ST	FRESNO	CA	93726	(559) 301-4011	Donna Boyd
1161	4	4116 NORTH WEST AVENUE, STE 105	FRESNO	CA	93705	(559) 301-4011	Donna Boyd
1161	6	6127 E. KINGS CANYON AVE	FRESNO	CA	93727	(559) 301-4011	Donna Boyd
1161	7	200 NORTH MADERA AVE	KERMAN	CA	93630	(559) 301-4011	Donna Boyd
1161	8	245 E MCKINLEY	FRESNO	CA	93728	(559) 301-4011	Donna Boyd
1161	9	2865 E JENSEN AVE STE 103 &104	FRESNO	CA	93706	(559) 301-4011	Donna Boyd
1161	10	1859 E DAKOTA AVE	FRESNO	CA	92326	(559) 301-4011	Donna Boyd
1161	11	3141 N CEDAR AVE	FRESNO	CA	93703	(559) 301-4011	Donna Boyd
1181	2	1846 LOMITA BLVD	LOMITA	CA	90717	(562) 773-0432	Luanne Freeman
1181	4	243 W CARSON ST	CARSON	CA	90745	(562) 773-0432	Luanne Freeman
1212	1	1701 PORTOLA DR	SANTA CRUZ	CA	95062	(408) 781-0197	Shawn Grossmann
1212	2	1504 FREEDOM BLVD	WATSONVILLE	CA	95076	(408) 781-0197	Shawn Grossmann
1212	3	233 OCEAN ST.	SANTA CRUZ	CA	95060	(408) 781-0197	Shawn Grossmann
1212	4	1340 FIRST STREET UNIT B	GILROY	CA	95020	(408) 781-0197	Shawn Grossmann

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1212	6	1760 FREMONT BLVD., UNITS G1 & G2	SEASIDE	CA	93955	(408) 781-0197	Shawn Grossmann
1212	7	20 EL CAMINO REAL UNIT B1	GREENFIELD	CA	93927	(408) 781-0197	Shawn Grossmann
1212	8	620 BROADWAY STREET	KING CITY	CA	93930	(408) 781-0197	Shawn Grossmann
<b>1232</b>	<b>1</b>	1133 N. H STREET	LOMPOC	CA	93436	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>2</b>	21 N. MILPAS STREET	SANTA BARBARA	CA	93103	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>3</b>	610 E. MAIN STREET	SANTA MARIA	CA	93454	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>4</b>	1530 E. GRAND AVE., STE A	ARROYO GRANDE	CA	93420	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>5</b>	2120 SOUTH BROADWAY	SANTA MARIA	CA	93454	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>6</b>	19374 SOLEDAD CANYON RD	CANYON COUNTRY	CA	91351	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>8</b>	4854 SOUTH BRADLEY ROAD	SANTA MARIA	CA	93455	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>9</b>	23350 LYONS AVE	NEWHALL	CA	91321	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>10</b>	532 W TEFFT ST	NIPOMO	CA	93444	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>11</b>	26859 BOUQUET CANYON RD	SANTA CLARITA	CA	91350	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>12</b>	728 OTAY LAKES RD.	CHULA VISTA	CA	91910	(805) 478-5152	Adan Martinez
<b>1232</b>	<b>13</b>	2305 OTAY LAKES RD	CHULA VISTA	CA	91915	(805) 478-5152	Adan Martinez
1260	1	715 EAST MAIN STREET	ALHAMBRA	CA	91801	(626) 808-5014	Juan Morales
1260	4	1667 EAST SIXTH STREET	BEAUMONT	CA	92223	(626) 808-5014	Juan Morales
1307	1	2550 GUERNEVILLE ROAD	SANTA ROSA	CA	95401	(707) 396-3591	William Self
1307	2	1470 MENDOCINO	SANTA ROSA	CA	95401	(707) 396-3591	William Self
1336	1	976 LUNDY AVENUE	SAN JOSE	CA	95133	(408) 786-4914	Duc Huynh
1348	1	1092 E STANLEY BLVD	LIVERMORE	CA	94550	(925) 701-1111	Gurvinder Singh
1348	3	2711 WILLOW PASS ROAD UNIT E	BAY POINT	CA	94565	(925) 701-1111	Gurvinder Singh
1352	1	417 E 18TH STREET	ANTIOCH	CA	94509	(925) 305-8810	Satnam Sanghera
1352	6	2904 DELTA FAIR BLVD.	ANTIOCH	CA	94509	(925) 305-8810	Satnam Sanghera
1352	9	4819 LONE TREE WAY, STE A	ANTIOCH	CA	94531	(925) 305-8810	Satnam Sanghera
1358	1	2602 N. MAIN ST.	LOS ANGELES	CA	90031	(213) 595-1109	Anthony Larry
1358	2	1773 EAST PALMDALE BLVD., STE E	PALMDALE	CA	93550	(213) 595-1109	Anthony Larry
1358	3	1036 EAST AVENUE J	LANCASTER	CA	93535	(213) 595-1109	Anthony Larry
1358	4	1841 WEST AVENUE I, BLDG 2, SUITE D	LANCASTER	CA	93534	(213) 595-1109	Anthony Larry
1358	5	43440 10TH STREET WEST	LANCASTER	CA	93534	(213) 595-1109	Anthony Larry
1358	6	5022 W AVENUE N, STE 106	PALMDALE	CA	93551	(213) 595-1109	Anthony Larry
1358	7	309 WEST HARVARD BLVD	SANTA PAULA	CA	93060	(213) 595-1109	Anthony Larry
1358	8	38050 47TH STREET EAST	PALMDALE	CA	93552	(213) 595-1109	Anthony Larry
1374	1	638 SAN ANTONIO RD.	MOUNTAIN VIEW	CA	94040	(408) 836-2868	Vivian Huynh

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1376	1	6321 LAKE ISABELLA BLVD.	LAKE ISABELLA	CA	93240	(760) 223-0468	Balram Sandhu
1385	1	353 WEST LOUISE AVENUE	MANTECA	CA	95336	(209) 612-5686	Glen Robison
1385	2	15344 S. HARLAN ROAD	LATHROP	CA	95330	(209) 612-5686	Glen Robison
1386	1	518 OCEANSIDE BLVD.	OCEANSIDE	CA	92054	(760) 521-7022	Calleen Farrell
1429	1	1555 PALM AVE	SAN DIEGO	CA	92154	(858) 280-1515	Anil Khatri
1429	4	527 TELEGRAPH CANYON	CHULA VISTA	CA	91910	(858) 280-1515	Anil Khatri
1465	1	4370 PALM AVE.	SAN DIEGO	CA	92154	(619) 253-0708	Yarann Bith
1468	1	6447 INTERNATIONAL BLVD. STE E	OAKLAND	CA	94621	(408) 497-5984	Lovkesh Karwal
1468	2	2218 MACARTHUR	OAKLAND	CA	94602	(408) 497-5984	Lovkesh Karwal
1468	3	1521 WEBSTER ST SUITE A	ALAMEDA	CA	94501	(408) 497-5984	Lovkesh Karwal
1468	4	3209-3211 INTERNATIONAL BLVD	OAKLAND	CA	94601	(408) 497-5984	Lovkesh Karwal
1473	1	2810 EL CAJON BLVD	SAN DIEGO	CA	92104	(619) 701-9838	Cesar Castro
1473	2	481 BROADWAY, SUITE B	CHULA VISTA	CA	91910	(619) 701-9838	Cesar Castro
1473	3	9770 CAMPO RD.	SPRING VALLEY	CA	91977	(619) 701-9838	Cesar Castro
1473	4	2920 JAMACHA RD, STE A	EL CAJON	CA	92019	(619) 701-9838	Cesar Castro
1476	1	38709 N. TIERRA SUBIDA AVE, STE #310	PALMDALE	CA	93551	(213) 595-1109	Anthony Larry
<b>1488</b>	<b>1</b>	2430 MARCONI AVENUE	SACRAMENTO	CA	95821	(916) 316-3264	Mark Payne
<b>1488</b>	<b>2</b>	2833 ZINFANDEL DR	RANCHO CORDOVA	CA	95670	(916) 316-3264	Mark Payne
<b>1488</b>	<b>3</b>	9416 KIEFER BLVD.	SACRAMENTO	CA	95826	(916) 316-3264	Mark Payne
<b>1488</b>	<b>4</b>	1433 FULTON AVENUE, STE N	SACRAMENTO	CA	95825	(916) 316-3264	Mark Payne
<b>1488</b>	<b>5</b>	2456 RIO LINDA BLVD, STE 100	SACRAMENTO	CA	95815	(916) 316-3264	Mark Payne
<b>1488</b>	<b>6</b>	5038 MARCONI AVE SUITE 103	CARMICHAEL	CA	95608	(916) 316-3264	Mark Payne
<b>1488</b>	<b>7</b>	4110 NORWOOD AVE, STE 200	SACRAMENTO	CA	95838	(916) 316-3264	Mark Payne
<b>1488</b>	<b>8</b>	11299 SAN PABLO AVE.	EL CERRITO	CA	94530	(916) 316-3264	Mark Payne
<b>1488</b>	<b>9</b>	454 APPIAN WAY, STE A-1	EL SOBRANTE	CA	94803	(916) 316-3264	Mark Payne
<b>1488</b>	<b>10</b>	2071 23RD STREET	SAN PABLO	CA	94806	(916) 316-3264	Mark Payne
<b>1488</b>	<b>11</b>	1254 DAVIS ST.	SAN LEANDRO	CA	94577	(916) 316-3264	Mark Payne
<b>1488</b>	<b>12</b>	1199 40TH STREET	EMERYVILLE	CA	94608	(916) 316-3264	Mark Payne
<b>1488</b>	<b>13</b>	180 FORD RD.	UKIAH	CA	95482	(916) 316-3264	Mark Payne
1496	1	4400 ELVERTA ROAD #120	ANTELOPE	CA	95843	(530) 300-4438	Jaspreet Singh
1496	2	7088 AUBURN BLVD	CITRUS HEIGHTS	CA	95621	(530) 300-4438	Jaspreet Singh
1496	3	4710 NATOMAS BLVD., STE 140	SACRAMENTO	CA	95835	(530) 300-4438	Jaspreet Singh
1496	4	5241 ELKHORN BLVD	SACRAMENTO	CA	95842	(530) 300-4438	Jaspreet Singh
1496	6	6401 RIO LINDA BLVD	RIO LINDA	CA	95673	(530) 300-4438	Jaspreet Singh

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1501	1	955 GENEVA AVENUE	SAN FRANCISCO	CA	94112	(650) 281-3577	Shashank Dave
1512	1	8934 GREENBACK LANE	ORANGEVALE	CA	95662-4633	(916) 804-3638	Greg Maroni
1512	2	5930 MADISON AVENUE	CARMICHAEL	CA	95608	(916) 804-3638	Greg Maroni
1512	3	905 C STREET #190	GALT	CA	95632	(916) 804-3638	Greg Maroni
1512	4	3901 MADISON AVE	NORTH HIGHLANDS	CA	95660	(916) 804-3638	Greg Maroni
1512	20	11248 OLD MILL LANE	JACKSON	CA	95642	(916) 804-3638	Greg Maroni
1512	21	310 N HAM LANE	LODI	CA	95242	(916) 804-3638	Greg Maroni
1520	1	2164 SUNSET BLVD., STE 204	ROCKLIN	CA	95765	(530) 415-2706	Manjit Singh
1577	1	273-C S. RANCHO SANTA FE RD	SAN MARCOS	CA	92078	(951) 741-4777	James Snyder
1577	2	711 S. ESCONDIDO BLVD	ESCONDIDO	CA	92025	(951) 741-4777	James Snyder
1577	3	197 WOODLAND PKWY, STE 102	SAN MARCOS	CA	92069	(951) 741-4777	James Snyder
1578	2	176 ATLANTIC AVE	PITTSBURG	CA	94565	(209) 612-6305	bindra Sandhu
1578	5	1500 MONUMENT BOULEVARD	CONCORD	CA	94520	(209) 612-6305	bindra Sandhu
1591	1	1101 E MARCH LN, STE A	STOCKTON	CA	95210	(209) 649-0601	Greg Duncan
1591	2	1420 KETTLEMAN LANE	LODI	CA	95242	(209) 649-0601	Greg Duncan
1619	1	1336 E. HUNTINGTON DRIVE	DUARTE	CA	91010	(818) 448-1398	Ahmed Kabir
1619	2	418 W FOOTHILL BLVD	MONROVIA	CA	91016	(818) 448-1398	Ahmed Kabir
1633	1	5550 MONTEREY ROAD	SAN JOSE	CA	95138	(408) 472-0499	Patty Luppino
1650	2	885 E. MANNING #306	PARLIER	CA	93648	(559) 375-1735	KC FITE
1650	3	183 E POLK AVE	COALINGA	CA	93210	(559) 375-1735	KC FITE
1650	5	2912 MCCALL AVENUE, STE 103	SELMA	CA	93662	(559) 375-1735	KC FITE
1655	1	108 MAIN ST STE C	RED BLUFF	CA	96080	(530) 300-5171	Bhupinder Singh
1655	2	655 MARKET ST	COLUSA	CA	95932	(530) 300-5171	Bhupinder Singh
1658	1	675 E LINCOLN AVE, STE N	ESCONDIDO	CA	92026	(619) 857-3001	Ray Ibrahim
1658	2	2405 E VALLEY PARKWAY	ESCONDIDO	CA	92027	(619) 857-3001	Ray Ibrahim
1658	5	101 JAMACHA RD	EL CAJON	CA	92019	(619) 857-3001	Ray Ibrahim
1671	1	615 E 3RD AVE, SPACE C	SAN MATEO	CA	94401	(408) 656-3285	Gurpreet Singh
1677	1	201 KERN ST.	TAFT	CA	93268	(661) 703-7133	GUSSAN SHEDID
1677	2	461 NORTH K STREET	TULARE	CA	93274	(661) 703-7133	GUSSAN SHEDID
1677	3	1316 WEST WHITLEY AVE	CORCORAN	CA	93212	(661) 703-7133	GUSSAN SHEDID
1677	6	2244 SPRING ST	PASO ROBLES	CA	93446	(661) 703-7133	GUSSAN SHEDID
1691	4	1820 MAIN ST STE C	SUSANVILLE	CA	96130	(209) 668-4830	John Gauthier
1702	1	4553 LA SIERRA AVE	RIVERSIDE	CA	92505	(626) 991-7842	Seraj Haque
1779	1	118-A W EAST AVENUE	CHICO	CA	95926	(530) 624-5999	Baljinder Singh

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1779	2	598 EAST 8TH STREET #120	CHICO	CA	95928	(530) 624-5999	Baljinder Singh
1875	1	934 E. COLORADO STREET	GLENDALE	CA	91205	(626) 437-2628	Silvia Morales
<b>1876</b>	<b>1</b>	475 WINTON PARKWAY	LIVINGSTON	CA	95334	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>5</b>	509 MCHENRY AVE	MODESTO	CA	95350	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>6</b>	300 BELLEVUE RD	ATWATER	CA	95301	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>7</b>	6585-B COMMERCE BLVD	ROHNERT PARK	CA	94928	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>8</b>	2375 CALIFORNIA BLVD.	NAPA	CA	94559	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>9</b>	750 STONY POINT RD. STE A-140	SANTA ROSA	CA	95407	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>10</b>	173 N MCDOWELL BLVD, STE A	PETALUMA	CA	94954	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>11</b>	19209 SONOMA HWY	SONOMA	CA	95476	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>12</b>	936 M 7TH ST	NOVATO	CA	94945	(530) 645-8274	Gurdip Pahal
<b>1876</b>	<b>13</b>	8836 LAKEWOOD DR	WINDSOR	CA	95492	(530) 645-8274	Gurdip Pahal
1942	1	2889 HOPYARD RD	PLEASANTON	CA	94588	(925) 580-1789	Davinderpal Singh
1972	1	14676 PIPELINE AVENUE, SUITE L	CHINO HILLS	CA	91709	(213) 249-4331	mehul Domadia
1991	1	806 ARROW HIGHWAY UNIT B	SAN DIMAS	CA	91773	(909) 210-1655	Jeffrey Teague
2023	1	906 WEST AVE	EUREKA	CA	95501	(530) 216-9187	Satnam Singh
2023	2	1977 CENTRAL AVE	MCKINLEYVILLE	CA	95519	(530) 216-9187	Satnam Singh
2038	1	965 HIGHWAY 99W	CORNING	CA	96021	(530) 300-5171	Bhupinder Singh
2038	2	2662 GATEWAY DR	ANDERSON	CA	96007	(530) 300-5171	Bhupinder Singh
2038	3	701 WALKER ST	ORLAND	CA	95963	(530) 300-5171	Bhupinder Singh
2038	4	9531 LIVE OAK BLVD	LIVE OAK	CA	95953	(530) 300-5171	Bhupinder Singh
3022	1	41531 ROAD 128	OROSI	CA	93647	(559) 708-6569	Shabnam Randhawa
3022	2	554 FARMERSVILLE RD	FARMERSVILLE	CA	93223	(559) 708-6569	Shabnam Randhawa
3022	3	216 W MERCED ST STE 102	FOWLER	CA	93625	(559) 708-6569	Shabnam Randhawa
3022	16	690 OLLER ST	MENDOTA	CA	93640	(559) 708-6569	Shabnam Randhawa
3053	1	270 M STREET	CRESCENT CITY	CA	95531	(510) 377-1717	Mahesh Gogri
3053	2	898 MAIN ST	FORTUNA	CA	95540	(510) 377-1717	Mahesh Gogri
3140	1	3067 E TULARE ST	FRESNO	CA	93721	(909) 234-0878	Katherine Fite
3140	2	1060 FRESNO ST	FRESNO	CA	93706	(909) 234-0878	Katherine Fite
3154	1	9720-C MISSION GORGE RD.	SANTEE	CA	92071	(951) 609-5500	Sean Varvello
3154	2	6107 LAKE MURRAY BLVD	LA MESA	CA	91942	(951) 609-5500	Sean Varvello
3154	3	750 FLETCHER PKWY	EL CAJON	CA	92020	(951) 609-5500	Sean Varvello
3154	4	12405 WOODSIDE AVE.	LAKESIDE	CA	92040	(951) 609-5500	Sean Varvello
3154	5	711 E HOBSONWAY	BLYTHE	CA	92225	(951) 609-5500	Sean Varvello



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3154	6	1853 MAIN ST, STE B	RAMONA	CA	92065	(951) 609-5500	Sean Varvello
3154	7	13311 POWAY RD.	POWAY	CA	92064	(951) 609-5500	Sean Varvello
3154	8	2645 LEMON GROVE AVENUE	LEMON GROVE	CA	91945	(951) 609-5500	Sean Varvello
3154	14	111 W WASHINGTON AVE	EL CAJON	CA	92020	(951) 609-5500	Sean Varvello
3154	15	6074 EL CAJON BLVD., SUITE B	SAN DIEGO	CA	92115	(951) 609-5500	Sean Varvello
3154	16	31703 RIVERSIDE DR. #1	LAKE ELSINORE	CA	92530	(951) 609-5500	Sean Varvello
3154	21	1820 SHAW AVE STE 102	CLOVIS	CA	93611	(951) 609-5500	Sean Varvello
3154	22	1103 CHAMPLAIN	FRESNO	CA	93720	(951) 609-5500	Sean Varvello
3154	23	746 W. SHAW AVENUE	CLOVIS	CA	93612	(951) 609-5500	Sean Varvello
3154	24	6761 N MILBURN #140	FRESNO	CA	93722	(951) 609-5500	Sean Varvello
3154	25	7355 N BLACKSTONE AVE	FRESNO	CA	93650	(951) 609-5500	Sean Varvello
3154	27	4063 W CLINTON AVE.	FRESNO	CA	93722	(951) 609-5500	Sean Varvello
3154	28	1195 HERNDON AVE STE 105	CLOVIS	CA	93612	(951) 609-5500	Sean Varvello
3161	1	100 E TABOR	FAIRFIELD	CA	94533	(925) 305-8810	Satnam Singh
3167	1	1041 E VISTA WAY	VISTA	CA	92084	(858) 560-4010	Michael Khalil
3167	2	4310 GENESEE	SAN DIEGO	CA	92117	(858) 560-4010	Michael Khalil
3167	3	4140 OCEANSIDE BLVD. STE 157	OCEANSIDE	CA	92056	(858) 560-4010	Michael Khalil
3176	1	815-A TUCKER RD	TEHACHAPI	CA	93561	(661) 817-3388	Taher Hamdoun
3189	1	7387 VILLAGE PARKWAY	DUBLIN	CA	94568	(925) 759-2711	Amrinder Bains
3197	1	2230 PATTERSON RD.	RIVERBANK	CA	95367	(209) 410-3415	Lillian Duran
3296	1	46310 PANOCHOE RD	FIREBAUGH	CA	93622	(559) 681-1182	Prisca Thomas
3300	1	73910 HIGHWAY 111 SUITE K	PALM DESERT	CA	92260	(562) 440-2771	Master Email
3300	4	6432 ADOBE ROAD	TWENTYNINE PALMS	CA	92277	(562) 440-2771	Master Email
3300	5	1139 EAST ALOSTA AVE	AZUSA	CA	91702	(562) 440-2771	Master Email
3300	6	1251 E. MAIN ST.	BARSTOW	CA	92311	(562) 440-2771	Master Email
3309	1	2800 MCHENRY AVENUE, STE 2	MODESTO	CA	95350	(530) 844-4896	TANVIR PAHAL
3309	3	1925 N STREET	NEWMAN	CA	95360	(530) 844-4896	TANVIR PAHAL
3309	4	4925 SISK ROAD , STE 104	SALIDA	CA	95368	(530) 844-4896	TANVIR PAHAL
3309	5	2100 STANDIFORD, STE A1	MODESTO	CA	95350	(530) 844-4896	TANVIR PAHAL
3311	1	5433 CLAYTON RD. SUITE L	CLAYTON	CA	94517-1141	(925) 759-5648	Kulwant Singh
<b>3316</b>	<b>2</b>	6025 SNELL AVE	SAN JOSE	CA	95123	(408) 500-9660	Gurbrinder Sandhu
<b>3316</b>	<b>3</b>	4767 LAFAYETTE STREET	SANTA CLARA	CA	95054	(408) 500-9660	Gurbrinder Sandhu
<b>3316</b>	<b>4</b>	1795 HILLSDALE AVE #30	SAN JOSE	CA	95124	(408) 500-9660	Gurbrinder Sandhu
<b>3316</b>	<b>5</b>	660 MAGNOLIA	MILLBRAE	CA	94030	(408) 500-9660	Gurbrinder Sandhu

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>3316</b>	<b>6</b>	2193 ROOSEVELT CENTER	REDWOOD CITY	CA	94061	(408) 500-9660	Gurbrinder Sandhu
<b>3316</b>	<b>7</b>	1000 KING DRIVE	DALY CITY	CA	94015	(408) 500-9660	Gurbrinder Sandhu
3366	1	881-A MARKHAM AVE.	VACAVILLE	CA	95688	(408) 912-4609	PARMINDER CHAHAL
3366	2	1145 PITT SCHOOL ROAD, UNIT C	DIXON	CA	95620	(408) 912-4609	PARMINDER CHAHAL
3366	3	1929 PEABODY RD STE A	VACAVILLE	CA	95687	(408) 912-4609	PARMINDER CHAHAL
3366	4	1690 WEST TEXAS STREET	FAIRFIELD	CA	94533	(408) 912-4609	PARMINDER CHAHAL
3366	5	90 CHARTER OAK AVE	SAN FRANCISCO	CA	94016	(408) 912-4609	PARMINDER CHAHAL
3370	1	6935 LONE TREE WAY STE D	BRENTWOOD	CA	94513	(408) 705-6950	Tomas Guillen
3370	2	2170 MAIN ST	OAKLEY	CA	94561	(408) 705-6950	Tomas Guillen
3400	1	1048 CASITAS PASS RD	CARPENTERIA	CA	93013	(805) 760-4999	Rajinder Bhandari
3400	2	109 SOUTH FAIRVIEW AVE STE E	GOLETA	CA	93117	(805) 760-4999	Rajinder Bhandari
3413	1	652 VENTURA STREET	FILLMORE	CA	93015	(805) 918-3987	Harnoor Bains
3425	1	11273 CAMINO RUIZ	SAN DIEGO	CA	92126	(760) 580-0123	tony dao
3428	1	1020 SPERRY RD STE A	PATTERSON	CA	95363	(530) 844-4896	TANVIR Pahal
3428	2	13778 MONO WAY	SONORA	CA	95370	(530) 844-4896	TANVIR Pahal
3428	3	120 F STREET, STE A	OAKDALE	CA	95361	(530) 844-4896	TANVIR Pahal
3437	1	28010 VALLEY CENTER RD	VALLEY CENTER CA	CA	92082	(760) 580-1436	Dave Bohorquez
3439	1	690 HILLGATE RD	ARBUCKLE	CA	95912	(530) 476-2150	Kabul Singh
<b>3448</b>	<b>1</b>	906 N CHINA LAKE BLVD	RIDGECREST	CA	93555	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>8</b>	242 S. IMPERIAL AVE.	EL CENTRO	CA	92243	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>9</b>	1113 IMPERIAL AVENUE	CALEXICO	CA	92231	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>10</b>	283 MAIN ST. STE A	BRAWLEY	CA	92227	(661) 477-3674	Johnny Baklini
3461	1	1850 GRASS VALLEY HIGHWAY STE 350	AUBURN	CA	95603	(916) 308-4740	Manveer Singh
<b>3462</b>	<b>1</b>	1536 HIGHWAY 99	GRIDLEY	CA	95948	(530) 755-6880	Tajinder Kaur
<b>3462</b>	<b>2</b>	6848 SKYWAY #A	PARADISE	CA	95969	(530) 755-6880	Tajinder Kaur
3494	1	11870 SANTA MONICA BLVD STE 109	LOS ANGELES	CA	90025	(310) 710-8959	hany mansour
<b>3498</b>	<b>1</b>	39237 CEDAR BLVD	NEWARK	CA	94560	(510) 695-7563	Harpreet Kaur
3546	1	2260 ORO DAM BLVD #A	OROVILLE	CA	95966	(530) 624-5999	Baljinder Singh
3562	1	69030 RAMON ROAD	CATHEDRAL CITY	CA	92234	(805) 727-1105	navreet Bopari
3562	2	57554 29 PALMS HWY	YUCCA VALLEY	CA	92284	(805) 727-1105	navreet Bopari
3562	6	13313 PALM DRIVE UNIT L	DESERT HOT SPRINGS	CA	92240	(805) 727-1105	navreet Bopari
3562	7	1717 E. VISTA CHINO UNIT B4	PALM SPRINGS	CA	92262	(805) 727-1105	navreet Bopari
3562	8	1496 RAMSEY ST	BANNING	CA	92220	(805) 727-1105	navreet Bopari
3586	1	1340 E. COVELL BLVD. UNIT 103	DAVIS	CA	95616	(916) 798-3050	Jay Lehal

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3598	1	1410-C BRIDGE ST	YUBA CITY	CA	95993	(530) 635-5288	Amanveer Sangha
3598	2	955 GARDEN HWY STE C	YUBA CITY	CA	95991	(530) 635-5288	Amanveer Sangha
3599	1	906 B STREET STE D	MARYSVILLE	CA	95901	(916) 778-8942	Preetvir Bains
3599	2	5062 POWERLINE RD #100	OLIVEHURST	CA	95961	(916) 778-8942	Preetvir Bains
3600	1	3964 MISSOURI FLAT RD STE E	PLACERVILLE	CA	95667	(530) 624-5999	Baljinder Singh
3601	1	716 FREEMAN LANE STE C-1	GRASS VALLEY	CA	95949	(530) 624-5999	Baljinder Singh
3615	2	4475 EAST TREAT BOULEVARD STE E	CONCORD	CA	94521	(925) 437-6227	Sukhwant Singh
3615	3	3940 WALNUT ROAD	BRENTWOOD	CA	94513	(925) 437-6227	Sukhwant Singh
3617	1	4021 WOODCREEK OAKS BLVD STE 124	ROSEVILLE	CA	95747	(916) 778-8941	Tejinder "TJ" Bains
3629	1	120 GATEWAY DRIVE STE B100	LINCOLN	CA	95648	(916) 295-4694	Gurjit Singh
3635	1	605 EAST BIDWELL STREET	FOLSOM	CA	95630	(907) 317-7509	Amandeep Kaur
3648	1	4972 WARNER AVE	HUNTINGTON BEACH	CA	92649	(714) 655-5384	Colleen Morreale
3656	1	29700 RANCHO CALIFORNIA STE G3	TEMECULA	CA	92591	(714) 598-9454	Harneet Soni
3656	2	40525 CALIFORNIA OAKS RD. #E-9	MURRIETA	CA	92562	(714) 598-9454	Harneet Soni
3658	1	1501 ACADEMY AVENUE STE 101	SANGER	CA	93657	(559) 824-6963	Shawn Xiong
3715	1	1212 YORBA LINDA BLVD	PLACENTIA	CA	92870	(714) 853-8026	Abdelmalak Khalil
3717	1	619 S. GAFFEY STREET	SAN PEDRO	CA	90731	(562) 760-3789	Tamer Thabet
3718	1	4790 ROCKLIN RD	ROCKLIN	CA	95677	(916) 753-6136	Ravinder Brar
<b>3721</b>	<b>1</b>	2813 REDWOOD PKWY	VALLEJO	CA	94591	(530) 624-5999	Baljinder Singh
3738	1	300 W MAIN ST	WESTMORLAND	CA	92281	(818) 554-4043	Peter Dahabreh
3749	1	7855 MADISON AVE SUITE A	CITRUS HEIGHTS	CA	95610	(530) 518-0447	Pritpal Bains
3778	1	5555 WOODRUFF AVENUE	LAKESWOOD	CA	90713	(949) 310-7832	Sameh Mansour
3780	1	6915-2 PARADISE VALLEY ROAD	SAN DIEGO	CA	92139	(619) 818-3864	Damion Anglin
3784	1	2086 C FOOTHILL BLVD	LA VERNE	CA	91750	(310) 922-4530	Doug O'Neill
3834	1	3001 BONITA ROAD SUITE 500	CHULA VISTA	CA	91910	(619) 200-7515	Tony Bith
238	1	1175 S PRAIRIE AVENUE	PUEBLO	CO	81005	(719) 250-2720	Dave Feamster
238	2	1230 BONFORTE BLVD	PUEBLO	CO	81001	(719) 250-2720	Dave Feamster
238	4	1203 S MAIN STREET	LAMAR	CO	81052	(719) 250-2720	Dave Feamster
238	6	4104 OUTLOOK BLVD	PUEBLO	CO	81008	(719) 250-2720	Dave Feamster
238	8	7 CONLEY RD., SUITE 101	LA JUNTA	CO	81050	(719) 250-2720	Dave Feamster
238	9	74 N. MCCULLOUGH #110	PUEBLO WEST	CO	81007	(719) 250-2720	Dave Feamster
1396	10	11605 MERIDAN MARKET VIEW STE 112	FALCON	CO	80831	(719) 238-2807	Adam Scruggs
1412	2	5066 S. WADSWORTH BLVD.	LITTLETON	CO	80123	(303) 514-8449	Jay Beard
<b>1632</b>	<b>128</b>	4600 TOWER RD SUITE 120	DENVER	CO	80249	(801) 913-1159	Josh Hill

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1632</b>	<b>101</b>	1395 SOUTH SHERIDAN BLVD	LAKEWOOD	CO	80232		
<b>1632</b>	<b>102</b>	7777 W. 38TH AVE	WHEAT RIDGE	CO	80033		
<b>1632</b>	<b>104</b>	2001 WEST ALAMEDA AVE.	DENVER	CO	80223		
<b>1632</b>	<b>106</b>	2969 S. FEDERAL BLVD.	DENVER	CO	80236		
<b>1632</b>	<b>107</b>	1840 NORTH 12TH	GRAND JUNCTION	CO	81501		
<b>1632</b>	<b>108</b>	4916 FEDERAL BLVD.	DENVER	CO	80221		
<b>1632</b>	<b>109</b>	16881 E. ILIFF AVE.	AURORA	CO	80013		
<b>1632</b>	<b>110</b>	3210 I-70 BUSINESS LOOP #16 AB	CLIFTON	CO	81520		
<b>1632</b>	<b>111</b>	9190 PECOS ST	THORNTON	CO	80221		
<b>1632</b>	<b>112</b>	10496 E COLFAX	AURORA	CO	80010		
<b>1632</b>	<b>113</b>	3105 S. PEORIA ST.	AURORA	CO	80014		
<b>1632</b>	<b>114</b>	7150 LEETSDALE DRIVE	DENVER	CO	80224		
<b>1632</b>	<b>115</b>	8770 WADSWORTH BLVD	ARVADA	CO	80003		
<b>1632</b>	<b>116</b>	2045 SHERIDAN BLVD. STE J	EDGEWATER	CO	80214		
<b>1632</b>	<b>117</b>	4261 S BUCKLEY ROAD UNIT C	AURORA	CO	80013		
<b>1632</b>	<b>118</b>	11098 WEST JEWELL AVE	LAKEWOOD	CO	80232		
<b>1632</b>	<b>119</b>	7211 N SHERIDAN BLVD	WESTMINSTER	CO	80003		
<b>1632</b>	<b>120</b>	5940 EAST 64TH AVENUE	COMMERCE CITY	CO	80022		
<b>1632</b>	<b>121</b>	5135 CHAMBERS RD. SUITE D	DENVER	CO	80239		
<b>1632</b>	<b>124</b>	10459 CHAMBERS ROAD	COMMERCE CITY	CO	80022		
<b>1632</b>	<b>125</b>	7792 WASHINGTON ST	DENVER	CO	80229		
<b>1632</b>	<b>126</b>	1700 WEST MIDWAY BLVD	BROOMFIELD	CO	80020		
<b>1632</b>	<b>127</b>	2420 EAST MIDWAY BLVD UNIT G	BROOMFIELD	CO	80020		
1783	1	1100 SGT JON STILES DR STE 102	HIGHLANDS RANCH	CO	80129	(303) 246-3510	Joseph Sugrue
1920	1	300 S. 6TH ST	MONTROSE	CO	81401	(970) 708-7713	Anthony Jiron
1920	2	220 N PALMER ST	DELTA	CO	81416	(970) 708-7713	Anthony Jiron
2006	1	3502 HARTSEL DRIVE	COLORADO SPRINGS	CO	80920	(248) 467-4643	Brian Scruggs
2069	1	1400 DEXTER ST. SUITE B	FORT LUPTON	CO	80621	(303) 927-9752	David Maddox
2069	2	532 W. MAIN STREET	STERLING	CO	80751	(303) 927-9752	David Maddox
3154	9	5050 S FEDERAL BLVD UNIT 26	ENGLEWOOD	CO	80110	(951) 609-5500	Sean Varvello
3154	10	5781 E. 128TH AVE. UNIT 110	THORNTON	CO	80602	(951) 609-5500	Sean Varvello
3154	11	41 N. 42ND AVE	BRIGHTON	CO	80601	(951) 609-5500	Sean Varvello
3154	12	3230 23RD AVENUE STE 322	EVANS	CO	80620	(951) 609-5500	Sean Varvello
3154	13	3487 W. 10TH STREET UNIT D	GREELEY	CO	80634	(951) 609-5500	Sean Varvello

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3190	1	1760 BROAD STREET	MILLIKEN	CO	80543	(970) 339-4775	Crystal Spencer
3330	1	1753 N. MAIN STREET	LONGMONT	CO	80501	(209) 404-5780	John Gauthier
3330	2	1020 KEN PRATT BLVD	LONGMONT	CO	80501	(209) 404-5780	John Gauthier
3330	3	1530 MAIN ST, UNIT D	WINDSOR	CO	80550	(209) 404-5780	John Gauthier
<b>3356</b>	<b>1</b>	4535 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	CO	80918	(209) 518-9672	Carter Asefi
<b>3356</b>	<b>2</b>	2909 GALLEY ROAD	COLORADO SPRINGS	CO	80909	(209) 518-9672	Carter Asefi
<b>3356</b>	<b>3</b>	5859 CONSTITUTION	COLORADO SPRINGS	CO	80922	(209) 518-9672	Carter Asefi
<b>3356</b>	<b>4</b>	716 CHEYENNE MEADOWS ROAD	COLORADO SPRINGS	CO	80906	(209) 518-9672	Carter Asefi
<b>3356</b>	<b>5</b>	6965 MESA RIDGE PARKWAY, STE 150	FOUNTAIN	CO	80817	(209) 518-9672	Carter Asefi
<b>3356</b>	<b>6</b>	1877 S ACADEMY BLVD	COLORADO SPRINGS	CO	80916	(209) 518-9672	Carter Asefi
<b>3356</b>	<b>7</b>	5885 STETSON HILLS BLVD , STE 140	COLORADO SPRINGS	CO	80923	(209) 518-9672	Carter Asefi
<b>3433</b>	<b>1</b>	129 E. 37TH STREET	LOVELAND	CO	80538	(208) 860-7444	Dustin Preece
<b>3433</b>	<b>2</b>	1115 W PROSPECT RD	FORT COLLINS	CO	80526	(208) 860-7444	Dustin Preece
<b>3433</b>	<b>3</b>	1514 E. HARMONY ROAD	FORT COLLINS	CO	80525	(208) 860-7444	Dustin Preece
3452	1	900 AIRPORT ROAD	RIFLE	CO	81650	(435) 219-2098	Jazmine Bartel
3466	1	4625 TRAIL BOSS DR.	CASTLE ROCK	CO	80104	(248) 467-4643	Brian Scruggs
3466	2	17002 EAST MAINSTREET, UNIT C	PARKER	CO	80134	(248) 467-4643	Brian Scruggs
3560	2	2431 MAIN ST	ALAMOSA	CO	81101	(435) 590-3024	Beth Williams
1906	2	72 NEWTOWN RD	DANBURY	CT	6810	(518) 369-9542	Rajesh Dhiman
1921	1	665 W. MAIN ST.	NEW BRITAIN	CT	6053	(313) 995-6769	Fouad Tekko
1921	2	609 WEST MAIN ST	NORWICH	CT	6360	(313) 995-6769	Fouad Tekko
3021	5	186 NORTH AVE	BRIDGEPORT	CT	6606	(518) 369-9542	Rajesh Dhiman
3313	1	432 E MARKET ST	GEORGETOWN	DE	19947	(302) 853-2296	Carla Johnson
3499	2	22802 SUSSEX HWY	SEAFORD	DE	19973	(559) 304-4480	Jaidev Kang
3605	2	599 JIMMY DR	SMYRNA	DE	19977	(99999773) 454-2948	Danny Ruffin
3655	1	286 SOUTH DUPONT HWY	DOVER	DE	19901	(347) 968-0475	Muhammad Yasir
3655	2	670 NORTH DUPONT BLVD	MILFORD	DE	19963	(347) 968-0475	Muhammad Yasir
3804	3	1401 LATIMER CIRCLE	WILMINGTON	DE	19805	(856) 425-8715	Kiren Patel
3804	27	1013 GOVERNORS PLACE	BEAR	DE	19701	(856) 425-8715	Kiren Patel
3804	28	2500 FOULK RD	WILMINGTON	DE	19810	(856) 425-8715	Kiren Patel
3804	29	3613-D KIRKWOOD HIGHWAY	WILMINGTON	DE	19808	(856) 425-8715	Kiren Patel
284	10	3953 SW SR 47 SUITE 101	LAKE CITY	FL	32024	(386) 867-0268	Jared Cady
832	1	4911 RATTLESNAKE HAMMOCK	NAPLES	FL	34113	(239) 404-1550	Kari O'Dell
1210	9	1073 NORTH TOLEDO BLADE BLVD, UNIT A-1	NORTH PORT	FL	34288	(989) 313-2033	ryan Strohkirch

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1210	10	2866 RINGLING BLVD.	SARASOTA	FL	34237	(989) 313-2033	ryan Strohkirch
1210	11	4599 BEE RIDGE ROAD	SARASOTA	FL	34233	(989) 313-2033	ryan Strohkirch
1253	3	8017 FRONT BEACH ROAD	PANAMA CITY BEACH	FL	32407	(850) 624-5683	Joe Giamportone
1253	4	2400 S HIGHWAY 77	LYNN HAVEN	FL	32444	(850) 624-5683	Joe Giamportone
1253	5	531 S TYNDALL PKWY	CALLAWAY	FL	32404	(850) 624-5683	Joe Giamportone
1293	2	2301 LAKELAND HILLS BLVD	LAKELAND	FL	33805	(863) 413-4176	Tom Higley
1293	3	ORBIT CAFÉ SR 405, MAIL CODE DNPS	KENNEDY SPACE CENTER	FL	32899	(863) 413-4176	Tom Higley
1331	1	4222 HIGHWAY 90	PACE	FL	32571	(850) 232-8646	darrin Leatherberry
1331	2	400 N. NAVY BLVD	PENSACOLA	FL	32507	(850) 232-8646	darrin Leatherberry
1331	3	6879 N. 9TH AVENUE	PENSACOLA	FL	32504	(850) 232-8646	darrin Leatherberry
1331	4	4600 MOBILE HWY SUITE 1	PENSACOLA	FL	32506	(850) 232-8646	darrin Leatherberry
1331	5	1550 S HWY 29	CANTONMENT	FL	32534	(850) 232-8646	darrin Leatherberry
1402	1	661 BLANDING BLVD.	ORANGE PARK	FL	32073	(904) 710-1941	Simon Bagous
1402	2	7645 MERRILL ROAD	JACKSONVILLE	FL	32277	(904) 710-1941	Simon Bagous
1402	3	2468 BLANDING BLVD	MIDDLEBURG	FL	32068	(904) 710-1941	Simon Bagous
1402	4	3541 UNIVERSITY BLVD WEST	JACKSONVILLE	FL	32217	(904) 710-1941	Simon Bagous
1402	5	11101-3 OLD ST. AUGUSTINE RD	JACKSONVILLE	FL	32257	(904) 710-1941	Simon Bagous
1441	2	5096 FOREST HILL BLVD. STE 500	WEST PALM BEACH	FL	33415	(313) 510-2129	ELI Moubarak
1516	1	4870 GOLDEN GATE PKWY	NAPLES	FL	34116	(239) 200-3511	Luis Velez
1516	2	525 NORTH 15TH STREET	IMMOKALEE	FL	34142	(239) 200-3511	Luis Velez
1516	3	5337 AIRPORT PULLING RD N	NAPLES	FL	34109	(239) 200-3511	Luis Velez
1516	4	26801 OLD 41 ROAD	BONITA SPRINGS	FL	34135	(239) 200-3511	Luis Velez
1516	5	12975 COLLIER BLVD STE 103	NAPLES	FL	34116	(239) 200-3511	Luis Velez
1529	1	1715 CAPE CORAL PARKWAY W UNIT #9	CAPE CORAL	FL	33914	(248) 613-7330	Jim Addis
1529	2	14002 PALM BEACH BLVD	FORT MYERS	FL	33905	(248) 613-7330	Jim Addis
1529	3	3004 LEE BLVD	LEHIGH ACRES	FL	33971	(248) 613-7330	Jim Addis
1529	4	19451 S TAMIAMI TRAIL UNIT 106	FORT MYERS	FL	33908	(248) 613-7330	Jim Addis
1529	5	75 N BRIDGE STREET	LABELLE	FL	33935	(248) 613-7330	Jim Addis
1529	7	560 PINE ISLAND RD	NORTH FORT MYERS	FL	33903	(248) 613-7330	Jim Addis
1529	10	30 HANCOCK BRIDGE PKWY W	CAPE CORAL	FL	33991	(248) 613-7330	Jim Addis
1530	4	1245 E LAFAYETTE ST	TALLAHASSEE	FL	32301	(229) 886-3723	Anthony King
1530	5	2580 N. MONROE STREET STE B	TALLAHASSEE	FL	32303	(229) 886-3723	Anthony King
1531	1	2202 N. YOUNG BLVD. STE 406	CHIEFLAND	FL	32626	(386) 623-6840	JAMES Minchin
1531	2	841 STATE HWY 19	PALATKA	FL	32177	(386) 623-6840	JAMES Minchin

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1613	5	1363 N MILITARY TRL	WEST PALM BEACH	FL	33409	(847) 309-7236	Timothy Justice
1613	6	2105 S PARROTT AVE STE 106	OKEECHOBEE	FL	34974	(847) 309-7236	Timothy Justice
1613	7	11328 OKEECHOBEE BLVD	ROYAL PALM BEACH	FL	33411	(847) 309-7236	Timothy Justice
<b>1632</b>	<b>600</b>	734 SOUTH GOLDENROD, SPACE B-5	ORLANDO	FL	32822	(801) 913-1159	Josh Hill
<b>1632</b>	<b>601</b>	11222 E. COLONIAL DR.	ORLANDO	FL	32817	(801) 913-1159	Josh Hill
<b>1632</b>	<b>602</b>	1982 OSCEOLA PARKWAY	KISSIMMEE	FL	34743	(801) 913-1159	Josh Hill
<b>1632</b>	<b>603</b>	2760 HOPKINS AVE	TITUSVILLE	FL	32780	(801) 913-1159	Josh Hill
<b>1632</b>	<b>604</b>	1606 E SILVER STAR RD	OCOEEE	FL	34761	(801) 913-1159	Josh Hill
<b>1632</b>	<b>605</b>	2711 CLEARLAKE ROAD UNIT C7	COCOA	FL	32922	(801) 913-1159	Josh Hill
<b>1632</b>	<b>606</b>	1559 N. SINGLETON AVE	TITUSVILLE	FL	32796	(801) 913-1159	Josh Hill
<b>1632</b>	<b>607</b>	4651 BABCOCK STREET, N.E. #11	PALM BAY	FL	32905	(801) 913-1159	Josh Hill
<b>1632</b>	<b>608</b>	190 MALABAR RD SUITE 115	PALM BAY	FL	32907	(801) 913-1159	Josh Hill
<b>1632</b>	<b>610</b>	12430 LAKE UNDERHILL ROAD	ORLANDO	FL	32828	(801) 913-1159	Josh Hill
<b>1632</b>	<b>611</b>	1682 PROVIDENCE BOULEVARD #3	DELTONA	FL	32725	(801) 913-1159	Josh Hill
<b>1632</b>	<b>612</b>	3705 MURRELL ROAD	ROCKLEDGE	FL	32955	(801) 913-1159	Josh Hill
<b>1632</b>	<b>613</b>	1080 N. WICKHAM ROAD UNIT A	MELBOURNE	FL	32935	(801) 913-1159	Josh Hill
<b>1632</b>	<b>614</b>	5149 JOHN YOUNG PARKWAY	ORLANDO	FL	32839	(801) 913-1159	Josh Hill
<b>1632</b>	<b>615</b>	7045 CLARCONA OCOEE ROAD	ORLANDO	FL	32818	(801) 913-1159	Josh Hill
<b>1632</b>	<b>616</b>	13651 HUNTERS OAK DRIVE	ORLANDO	FL	32837	(801) 913-1159	Josh Hill
<b>1632</b>	<b>617</b>	1084 LEE ROAD SUITE 3	ORLANDO	FL	32810	(801) 913-1159	Josh Hill
<b>1632</b>	<b>618</b>	4020 CURRY FORD RD	ORLANDO	FL	32806	(801) 913-1159	Josh Hill
<b>1632</b>	<b>620</b>	8734 LEE VISTA BLVD.	ORLANDO	FL	32829	(801) 913-1159	Josh Hill
<b>1632</b>	<b>621</b>	495 N. SEMORAN BLVD	WINTER PARK	FL	32792	(801) 913-1159	Josh Hill
<b>1632</b>	<b>622</b>	4577 US HWY 192	ST CLOUD	FL	34769	(801) 913-1159	Josh Hill
<b>1632</b>	<b>623</b>	1013 WEST VINE STREET	KISSIMMEE	FL	34741	(801) 913-1159	Josh Hill
<b>1632</b>	<b>624</b>	369 CYPRESS PARKWAY	KISSIMMEE	FL	34759	(801) 913-1159	Josh Hill
<b>1632</b>	<b>625</b>	7 ALAFAYA WOODS BLVD #3000	OVEIDO	FL	32765	(801) 913-1159	Josh Hill
<b>1632</b>	<b>627</b>	1067 BRUCE B DOWNS	WESLEY CHAPEL	FL	33543	(801) 913-1159	Josh Hill
<b>1632</b>	<b>628</b>	2525 E HILLSBOROUGH AVE #101-A	TAMPA	FL	33610	(801) 913-1159	Josh Hill
<b>1632</b>	<b>629</b>	2711 SE HWY 70 UNIT A	ARCADIA	FL	34266	(801) 913-1159	Josh Hill
<b>1632</b>	<b>630</b>	1315 E FLETCHER AVE	TAMPA	FL	33612	(801) 913-1159	Josh Hill
<b>1632</b>	<b>631</b>	10683 BIG BEND RD	RIVERVIEW	FL	33569	(801) 913-1159	Josh Hill
<b>1632</b>	<b>632</b>	1434 N US HIGHWAY 17	WAUCHULA	FL	33873	(801) 913-1159	Josh Hill
<b>1632</b>	<b>633</b>	2607 THONOTOSASSA RD	PLANT CITY	FL	33563	(801) 913-1159	Josh Hill

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1632</b>	<b>634</b>	10835 102ND AVENUE NORTH	LARGO	FL	33778	(801) 913-1159	Josh Hill
<b>1632</b>	<b>635</b>	8896 56TH STREET	TEMPLE TERRACE	FL	33617	(801) 913-1159	Josh Hill
<b>1632</b>	<b>636</b>	190 KEENE RD	LARGO	FL	33771	(801) 913-1159	Josh Hill
<b>1632</b>	<b>637</b>	1246 STATE RD 60	BRANDON	FL	33511-5529	(801) 913-1159	Josh Hill
<b>1632</b>	<b>638</b>	116 SEBRING SQUARE	SEBRING	FL	33870	(801) 913-1159	Josh Hill
<b>1632</b>	<b>639</b>	804 W DR MARTIN LUTHER KING JR	SEFFNER	FL	33584	(801) 913-1159	Josh Hill
<b>1632</b>	<b>640</b>	9854 US HIGHWAY 301 S	RIVERVIEW	FL	33569	(801) 913-1159	Josh Hill
<b>1632</b>	<b>642</b>	5538 GALL BLVD	ZEPHYRHILLS	FL	33542-3958	(801) 913-1159	Josh Hill
<b>1632</b>	<b>643</b>	7743 W HILLSBOROUGH AVE	TAMPA	FL	33615	(801) 913-1159	Josh Hill
<b>1632</b>	<b>644</b>	6932 N. ARMENIA AVENUE	TAMPA	FL	33604	(801) 913-1159	Josh Hill
<b>1632</b>	<b>645</b>	7530 W WATERS	TAMPA	FL	33615	(801) 913-1159	Josh Hill
<b>1632</b>	<b>646</b>	5366 EHRlich RD	TAMPA	FL	33624	(801) 913-1159	Josh Hill
<b>1632</b>	<b>648</b>	6960 PARK BLVD	PINELLAS PARK	FL	33781	(801) 913-1159	Josh Hill
<b>1632</b>	<b>649</b>	1204 COUNTY ROAD #1	DUNEDIN	FL	34698	(801) 913-1159	Josh Hill
<b>1632</b>	<b>652</b>	2543 S FRENCH AVE	SANFORD	FL	32773	(801) 913-1159	Josh Hill
<b>1632</b>	<b>653</b>	3030 22ND AVE N.	ST PETERSBURG	FL	33701	(801) 913-1159	Josh Hill
<b>1632</b>	<b>654</b>	14027 WEST COLONIAL DRIVE	WINTER GARDEN	FL	34787	(801) 913-1159	Josh Hill
<b>1632</b>	<b>655</b>	300 US HIGHWAY 27 S	AVON PARK	FL	33825	(801) 913-1159	Josh Hill
<b>1632</b>	<b>656</b>	521 US HIGHWAY 17 92 N	HAINES CITY	FL	33844	(801) 913-1159	Josh Hill
<b>1632</b>	<b>657</b>	7444 PALM RIVER RD	TAMPA	FL	33619	(801) 913-1159	Josh Hill
<b>1632</b>	<b>658</b>	4919 14TH STREET WEST	BRADENTON	FL	34207-2402	(801) 913-1159	Josh Hill
<b>1632</b>	<b>659</b>	573 10TH STREET EAST	PALMETTO	FL	34221	(801) 913-1159	Josh Hill
<b>1632</b>	<b>661</b>	45737 US HWY 27 NORTH	DAVENPORT	FL	33897	(801) 913-1159	Josh Hill
<b>1632</b>	<b>663</b>	120 KERSEY ST	DAVENPORT	FL	33897	(801) 913-1159	Josh Hill
<b>1632</b>	<b>664</b>	352 HAVENDALE BLVD	AUBURNDALE	FL	33823	(801) 913-1159	Josh Hill
<b>1632</b>	<b>665</b>	1415 3RD ST SW	WINTER HAVEN	FL	33880	(801) 913-1159	Josh Hill
<b>1632</b>	<b>667</b>	1262 N BROADWAY AVE	BARTOW	FL	33830	(801) 913-1159	Josh Hill
<b>1632</b>	<b>668</b>	1301 STATE ROAD 60 EAST	LAKE WALES	FL	33853	(801) 913-1159	Josh Hill
<b>1632</b>	<b>669</b>	5264 W IRLO BRONSON MEMORIAL	KISSIMMEE	FL	34746	(801) 913-1159	Josh Hill
<b>1632</b>	<b>670</b>	4004 N ARMENIA AVE	TAMPA	FL	33607	(801) 913-1159	Josh Hill
<b>1632</b>	<b>671</b>	2222 OCOEE APOPKA RD	OCOEE	FL	34761	(801) 913-1159	Josh Hill
<b>1632</b>	<b>672</b>	7601 W IRLO BRONSON MEMORIAL	KISSIMMEE	FL	34747	(801) 913-1159	Josh Hill
<b>1632</b>	<b>673</b>	6923 RIDGE RD.	PORT RICHEY	FL	34668	(801) 913-1159	Josh Hill
<b>1632</b>	<b>674</b>	6111 STATE ROUTE 54	NEW PORT RICHEY	FL	34653	(801) 913-1159	Josh Hill



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1632</b>	<b>675</b>	8167 STATE ROAD 52	HUDSON	FL	34667	(801) 913-1159	Josh Hill
<b>1632</b>	<b>676</b>	1926 US HIGHWAY 19	NORTH HOLIDAY	FL	34691	(801) 913-1159	Josh Hill
<b>1632</b>	<b>677</b>	4340 PLEASANT HILL RD	KISSIMMEE	FL	34746	(801) 913-1159	Josh Hill
<b>1632</b>	<b>678</b>	5502 S DALE MABRY HWY STE E	TAMPA	FL	33611	(801) 913-1159	Josh Hill
<b>1632</b>	<b>990</b>	4201 N DALE MABRY HWY	TAMPA	FL	33607	(801) 913-1159	Josh Hill
<b>1632</b>	<b>992</b>	1 Citrus Bowl Place	Orlando	FL	32805	(801) 913-1159	Josh Hill
1709	1	363 SW BAYA DRIVE STE 101	LAKE CITY	FL	32025	(386) 867-0268	Jared Cady
1709	2	471 SW SR 247 STE 119	LAKE CITY	FL	32025	(386) 867-0268	Jared Cady
1709	3	5162 SW 34TH STREET	GAINESVILLE	FL	32608	(386) 867-0268	Jared Cady
1730	4	11066 SPRING HILL DRIVE	SPRING HILL	FL	34608	(352) 584-3999	Richard Bondanza
1730	6	1470 PINEHURST DR	SPRING HILL	FL	34606	(352) 584-3999	Richard Bondanza
1735	1	1540 OHIO AVE S	LIVE OAK	FL	32064	(386) 867-0268	Jared Cady
1753	1	445 W STATE ROAD 436 STE 1001	ALTAMONTE SPRINGS	FL	32714	(704) 904-5984	Craig McClure
1753	3	1426 N ROCK SPRINGS RD	APOPKA	FL	32712	(704) 904-5984	Craig McClure
1753	5	282 W SR 434	LONGWOOD	FL	32750	(704) 904-5984	Craig McClure
1818	1	2936 SOUTH FLORIDA AVE	LAKELAND	FL	33803	(863) 393-5758	Anthony Shamoun
1818	3	5616 US HIGHWAY 98 NORTH	LAKELAND	FL	33809	(863) 393-5758	Anthony Shamoun
1818	5	7072 SR 37 NORTH	MULBERRY	FL	33860	(863) 393-5758	Anthony Shamoun
1818	9	14526 7TH AVENUE	DADE CITY	FL	33523	(863) 393-5758	Anthony Shamoun
1818	10	6216 COMMERCIAL WAY	WEEKI WACHEE	FL	34613	(863) 393-5758	Anthony Shamoun
1879	2	324 SE US HWY 19	CRYSTAL RIVER	FL	34429	(727) 494-4588	Marcia Proodian
1928	1	5551 NORMANDY BOULEVARD	JACKSONVILLE	FL	32205	(904) 309-4740	Amy Barringer
1928	2	1136 DUNN AVE	JACKSONVILLE	FL	32218	(904) 309-4740	Amy Barringer
1928	3	2261 EDGEWOOD AVENUE WEST	JACKSONVILLE	FL	32209	(904) 309-4740	Amy Barringer
1928	4	6765 DUNN AVE BLDG G 205	JACKSONVILLE	FL	32219	(904) 309-4740	Amy Barringer
1928	5	3031 MONUMENT ROAD SUITE 1	JACKSONVILLE	FL	32225	(904) 309-4740	Amy Barringer
1928	7	8614 BAYMEADOWS RD	JACKSONVILLE	FL	32256	(904) 309-4740	Amy Barringer
1928	9	11000 BEACH BLVD STE 207	JACKSONVILLE	FL	32246	(904) 309-4740	Amy Barringer
1928	10	5975 WILSON BLVD SUITE 11	JACKSONVILLE	FL	32210	(904) 309-4740	Amy Barringer
1928	11	7628 103RD STREET	JACKSONVILLE	FL	32210	(904) 309-4740	Amy Barringer
1928	12	13740 BEACH BLVD	JACKSONVILLE	FL	32224	(904) 309-4740	Amy Barringer
1977	1	3493 S. CONGRESS AVE	PALM SPRINGS	FL	33461	(561) 386-9379	Marisol Sampley
1977	2	3822 SOUTH JOG ROAD	GREENACRES	FL	33467	(561) 386-9379	Marisol Sampley
1977	3	119 N. CONGRESS AVE	BOYNTON BEACH	FL	33426	(561) 386-9379	Marisol Sampley

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1977	4	5908 S. DIXIE HWY	WEST PALM BEACH	FL	33405-4027	(561) 386-9379	Marisol Sampley
1977	5	1436 LANTANA RD	LANTANA	FL	33462	(561) 386-9379	Marisol Sampley
3011	1	3848 S.R. 674 UNIT 112	RUSKIN	FL	33570	(813) 245-1983	Lane Rickman
3054	1	1449 S. CONGRESS AVENUE	DELRAY BEACH	FL	33445	(817) 983-8002	Pranav Vankawala
3054	2	2863 NORTHLAKE BLVD, STE 2-3	LAKE PARK	FL	33403	(817) 983-8002	Pranav Vankawala
3076	1	6792 COLLINS AVE	MIAMI BEACH	FL	33141	(786) 899-9630	Onily Sierraalta
3076	2	10726 NW 58TH ST	DORAL	FL	33178	(786) 899-9630	Onily Sierraalta
3077	1262	551726 US HIGHWAY 1	HILLIARD	FL	32046	(904) 860-1355	Petra Arellano
3077	1416	1515 N MAIN ST	GAINESVILLE	FL	32609	(904) 860-1355	Petra Arellano
3077	1422	6820 MARICAMP RD	OCALA	FL	34472	(904) 860-1355	Petra Arellano
3077	2575	100 WEST MILLER ST	FRUITLAND PARK	FL	34731	(904) 860-1355	Petra Arellano
3077	6076	2733 STARRATT ROAD	JACKSONVILLE	FL	32226	(904) 860-1355	Petra Arellano
3077	6100	1690 WELLS RD	ORANGE PARK	FL	32073	(904) 860-1355	Petra Arellano
3077	6161	45 SW 250TH STREET	NEWBERRY	FL	32669	(904) 860-1355	Petra Arellano
3077	6179	4205 US HIGHWAY 1 S.	ST AUGUSTINE	FL	32086	(904) 860-1355	Petra Arellano
3077	6274	4 HIGHWAY S 19	INGLIS	FL	34449	(904) 860-1355	Petra Arellano
3077	6278	8796 E CHURCH ST	HASTINGS	FL	32145	(904) 860-1355	Petra Arellano
3122	1	1225 W 45TH ST, STE 507	MANGONIA PARK	FL	33407	(773) 727-0060	Mitesh Patel
3122	2	942 S MAIN STREET	BELLE GLADE	FL	33430	(773) 727-0060	Mitesh Patel
3122	3	15933 SW WARFIELD BLVD	INDIANTOWN	FL	34956	(773) 727-0060	Mitesh Patel
3174	1	2560 E HIGHWAY 50, #113	CLERMONT	FL	34711	(352) 272-3936	Wendy Seetaram
3183	1	3513 FOWLER	FT. MYERS	FL	33901	(239) 872-6271	Justin Gyarmathy
3183	2	3926 PALM BEACH BLVD	FT MYERS	FL	33916	(239) 872-6271	Justin Gyarmathy
3183	3	12125 SOUTH CLEVELAND AVE UNIT B	FORT MYERS	FL	33907	(239) 872-6271	Justin Gyarmathy
3183	4	880 W SUGARLAND HWY	CLEWISTON	FL	33440	(239) 872-6271	Justin Gyarmathy
3323	1	911 N. COLLIER BLVD.	MARCO ISLAND	FL	34145	(239) 850-3820	Jesse Sidener
3373	3	19400 COCHRAN BLVD STE 101	PORT CHARLOTTE	FL	33948	(248) 613-7330	Jim Addis
3374	1	1407 S 14TH ST	LEESBURG	FL	34748	(407) 765-8424	Kim Molgaard
3393	22	4019 SW PORT ST LUCIE BLVD STE 1	PORT ST LUCIE	FL	34953	(423) 855-8790	James Shepherd
3393	23	1999 SOUTH US HIGHWAY 1	FT. PIERCE	FL	34985	(423) 855-8790	James Shepherd
3393	25	1099 SE PORT ST. LUCIE BLVD, STE 100	PORT ST. LUCIE	FL	34952	(423) 855-8790	James Shepherd
3393	26	755 27TH AVENUE SW	VERO BEACH	FL	32968	(423) 855-8790	James Shepherd
3393	27	995 SEBASTIAN BLVD	SEBASTIAN	FL	32958	(423) 855-8790	James Shepherd
3393	28	1705 SE INDIAN STREET	STUART	FL	34997	(423) 855-8790	James Shepherd

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3411	3	5353 SOUTH FERDON BLVD	CRESTVIEW	FL	32539	(254) 791-0009	Robert Wolf
3426	1	158 RIDGEWOOD AVENUE	HOLLY HILL	FL	32117	(386) 414-4677	Pat Johnson
3426	2	1015 SOUTH RIDGEWOOD AVE	EDGEWATER	FL	32132	(386) 414-4677	Pat Johnson
3426	3	328 E NEW YORK AVE	DELAND	FL	32724	(386) 414-4677	Pat Johnson
3432	1	542621 US 1	CALLAHAN	FL	32011	(904) 259-1999	Richard Davis
3453	1	2099 COLLIER PARKWAY	LAND O LAKES	FL	34639	(813) 352-9628	Carlos Leon
3518	1	2233 WEST CR-48	BUSHNELL	FL	33513	(99999801) 512-5883	John White
3518	2	1606 NW 10TH ST.	OCALA	FL	34475	(99999801) 512-5883	John White
3518	3	207 S. ORANGE ST.	STARKE	FL	32091	(99999801) 512-5883	John White
3518	4	698-B MACCLENNY AVE	MACCLENNY	FL	32063	(99999801) 512-5883	John White
3518	5	11150 N. WILLIAMS ST.	DUNNELLON	FL	34431	(99999801) 512-5883	John White
3553	1	23011 STATE ROAD 7	BOCA RATON	FL	33428	(248) 762-9929	Nameer Kizi
3553	2	4618 NORTH UNIVERSITY DR	CORAL SPRINGS	FL	33067	(248) 762-9929	Nameer Kizi
<b>3649</b>	<b>3</b>	4434 HOFFNER AVE STE A-7	ORLANDO	FL	32812	(435) 232-2474	Jay Palmer
<b>3649</b>	<b>4</b>	85 W AIRPORT BLVD STE 9	PENSACOLA	FL	32503	(435) 232-2474	Jay Palmer
<b>3680</b>	<b>1</b>	6601 OLD WINTER GARDEN RD STE 105	ORLANDO	FL	32835	(817) 812-8000	Florence Charavay
3689	1	1096 N. FERDON BLVD.	CRESTVIEW	FL	32536	(954) 952-8448	Efrain Subero
3689	2	115-A RACETRACK ROAD NW #2	FORT WALTON BEACH	FL	32547	(954) 952-8448	Efrain Subero
3689	3	4550 HIGHWAY 20 EAST #2	NICEVILLE	FL	32578	(954) 952-8448	Efrain Subero
3689	4	251 MARY ESTHER BLVD	MARY ESTHER	FL	32569	(954) 952-8448	Efrain Subero
3689	5	8162 NAVARRE PKWY	NAVARRE	FL	32566	(954) 952-8448	Efrain Subero
3705	1	1712 GULF TO BAY BLVD	CLEARWATER	FL	33755	(813) 451-7909	Vanessa Herrera
3719	1	5761 S US HIGHWAY 17/92 UNIT OP 1017	CASSELBURY	FL	32707	(321) 972-9118	Carmello Nell
3815	1	8428 LOCKWOOD RIDGE RD	SARASOTA	FL	34243	(270) 282-1053	Nathan Sprague
3815	2	4458 CORTEZ ROAD WEST	BRADENTON	FL	34210	(270) 282-1053	Nathan Sprague
502	8	4651 HWY 136	TRENTON	GA	30752	(423) 716-5327	Nathaniel Napier
1065	3	1001 BIG A ROAD	TOCCOA	GA	30577	(864) 590-2253	Paul Melotte
1065	4	282 FURNITURE DR	CORNELIA	GA	30531	(864) 590-2253	Paul Melotte
1170	1	1699 NORTH EXPRESSWAY	GRIFFIN	GA	30223	(678) 852-5801	Patrick Crumbley
1170	3	574 E. 3RD STREET	JACKSON	GA	30233	(678) 852-5801	Patrick Crumbley
1170	4	931 NORTH CHURCH ST	THOMASTON	GA	30286	(678) 852-5801	Patrick Crumbley
1170	5	1502 ROCKY CREEK RD	MACON	GA	31206	(678) 852-5801	Patrick Crumbley
1170	6	164 PEACHTREE E SHOPPING CNTR	PEACHTREE CITY	GA	30269	(678) 852-5801	Patrick Crumbley
1170	8	645 VETERANS PKWY	BARNESVILLE	GA	30204	(678) 852-5801	Patrick Crumbley

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1170	9	1477 PIO NONO AVE	MACON	GA	31204	(678) 852-5801	Patrick Crumbley
1170	10	4959 BILL GARDNER PARKWAY STE 113	LOCUST GROVE	GA	30248	(678) 852-5801	Patrick Crumbley
1171	5	5762 MILGEN RD	COLUMBUS	GA	31907	(706) 442-5522	Michael Osman
1171	7	3517 VICTORY DRIVE SUITE A	COLUMBUS	GA	31903	(706) 442-5522	Michael Osman
1171	10	1901 A-3 MANCHESTER EXPRESSWAY	COLUMBUS	GA	31904	(706) 442-5522	Michael Osman
1171	12	2424 WOODRUFF FARM RD	COLUMBUS	GA	31907	(706) 442-5522	Michael Osman
1391	1	895 INDIAN TRAIL RD., STE. 1	LILBURN	GA	30047	(678) 725-7055	Byron Schoepf
1391	3	2121 LAWRENCEVILLE-SUWANEE RD STE 11	SUWANEE	GA	30024	(678) 725-7055	Byron Schoepf
1391	5	1950 GRAYSON HIGHWAY STE 110	GRAYSON	GA	30017	(678) 725-7055	Byron Schoepf
1391	6	1154 US HIGHWAY 29 STE C	LAWRENCEVILLE	GA	30046	(678) 725-7055	Byron Schoepf
1391	7	2585 CRUSE RD STE A	LAWRENCEVILLE	GA	30044	(678) 725-7055	Byron Schoepf
1391	9	1152 AUBURN ROAD #208	DACULA	GA	30019	(678) 725-7055	Byron Schoepf
1391	10	2033 BUFORD HIGHWAY NE STE 111	BUFORD	GA	30518	(678) 725-7055	Byron Schoepf
1391	11	6746 COVINGTON HWY SUITE 107	LITHONIA	GA	30058	(678) 725-7055	Byron Schoepf
1391	14	2725 HAMILTON MILL RD STE 100	BUFORD	GA	30519	(678) 725-7055	Byron Schoepf
1391	17	4325 ATLANTA HWY	LOGANVILLE	GA	30052	(678) 725-7055	Byron Schoepf
1526	1	3201 TUCKER NORCROSS RD	TUCKER	GA	30084	(678) 993-8227	Brad Moore
1526	3	5998-A MEMORIAL DR	STONE MOUNTAIN	GA	30083	(678) 993-8227	Brad Moore
1530	1	1100 N. SLAPPEY BLVD.	ALBANY	GA	31701	(229) 886-3723	Anthony King
1530	2	1876 US HIGHWAY 82 WEST	TIFTON	GA	31793	(229) 886-3723	Anthony King
1530	3	2211 EAST OGLETHORPE BLVD	ALBANY	GA	31705	(229) 886-3723	Anthony King
1530	8	1545 US HWY 19 SUITE B	LEESBURG	GA	31763	(229) 886-3723	Anthony King
1530	11	2416 DAWSON RD STE 6	ALBANY	GA	31707	(229) 886-3723	Anthony King
1530	12	1385 US HIGHWAY 82 W	LEESBURG	GA	31763	(229) 886-3723	Anthony King
1559	2	161 COMMERCE AVE	LAGRANGE	GA	30241	(706) 442-7935	Tony Moyer
1568	1	2639 HICKORY GROVE ROAD	ACWORTH	GA	30101	(248) 808-9243	Mark Bergman
1568	2	1600 KENNESAW DUE WEST RD. STE 202	KENNESAW	GA	30152	(248) 808-9243	Mark Bergman
1568	5	1727 MARS HILL RD	ACWORTH	GA	30101	(248) 808-9243	Mark Bergman
1568	6	3372 CANTON RD STE 100	MARIETTA	GA	30066	(248) 808-9243	Mark Bergman
1629	1	2325 POWDER SPRINGS ROAD	MARIETTA	GA	30064	(423) 596-2840	John Kingston
1629	2	2270 AUSTELL RD	MARIETTA	GA	30008	(423) 596-2840	John Kingston
1629	3	3315 SOUTH COBB DR STE 2A	SMYRNA	GA	30080	(423) 596-2840	John Kingston
1629	6	3046 BANKHEAD HIGHWAY	AUSTELL	GA	30168	(423) 596-2840	John Kingston
1629	8	603 S. MARIETTA PARKWAY STE B	MARIETTA	GA	30060	(423) 596-2840	John Kingston

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1629	9	4131 MARIETTA ST	POWDER SPRINGS	GA	30127	(423) 596-2840	John Kingston
<b>1632</b>	<b>349</b>	10 BERWICK BLVD SW B	SAVANNAH	GA	31406	(801) 913-1159	Josh Hill
<b>1632</b>	<b>350</b>	1935 EAST VICTORY DR	SAVANNAH	GA	31404	(801) 913-1159	Josh Hill
<b>1632</b>	<b>351</b>	8501 WATERS AVENUE	SAVANNAH	GA	31406-6070	(801) 913-1159	Josh Hill
<b>1632</b>	<b>352</b>	11517 ABERCORN ST.	SAVANNAH	GA	31419	(801) 913-1159	Josh Hill
<b>1632</b>	<b>353</b>	115 ALTAMA CONNECTOR	BRUNSWICK	GA	31525	(801) 913-1159	Josh Hill
<b>1632</b>	<b>354</b>	915-A EAST FIRST STREET	VIDALIA	GA	30474	(801) 913-1159	Josh Hill
<b>1632</b>	<b>355</b>	153 S FIRST ST, UNIT 300	JESUP	GA	31545	(801) 913-1159	Josh Hill
<b>1632</b>	<b>356</b>	10082 FORD AVE	RICHMOND HILL	GA	31324	(801) 913-1159	Josh Hill
<b>1632</b>	<b>357</b>	205 GENERAL SCREVEN HWY	HINESVILLE	GA	31313	(801) 913-1159	Josh Hill
<b>1632</b>	<b>358</b>	331 HENRY BLVD	STATESBORO	GA	30458	(801) 913-1159	Josh Hill
<b>1632</b>	<b>359</b>	477 POOLER PARKWAY	POOLER	GA	31322	(801) 913-1159	Josh Hill
<b>1632</b>	<b>360</b>	410 S COLUMBIA AVE STE DD	RINCON	GA	31326	(801) 913-1159	Josh Hill
<b>1632</b>	<b>361</b>	1650-F BAYTREE RD	VALDOSTA	GA	31602	(801) 913-1159	Josh Hill
<b>1632</b>	<b>362</b>	2953 N ASHLEY STREET SUITE B	VALDOSTA	GA	31602	(801) 913-1159	Josh Hill
1694	1	111 EAST MAY STREET	WINDER	GA	30680	(770) 401-8855	SHAWN KHOJA
1694	3	1681 OLD PENDERGRASS ROAD STE 150	JEFFERSON	GA	30549	(770) 401-8855	SHAWN KHOJA
1699	2	6550 MT. ZION BLVD.	MORROW	GA	30260	(770) 378-4263	Mark Weninger
1699	3	6655 TARA BLVD	JONESBORO	GA	30236	(770) 378-4263	Mark Weninger
1699	4	31 HWY 138 W STE 360	STOCKBRIDGE	GA	30281	(770) 378-4263	Mark Weninger
1699	5	593 JONESBORO RD	MCDONOUGH	GA	30253	(770) 378-4263	Mark Weninger
1699	8	7977 TARA BLVD	JONESBORO	GA	30236	(770) 378-4263	Mark Weninger
1699	9	819 FOREST PARKWAY	FOREST PARK	GA	30297-2210	(770) 378-4263	Mark Weninger
1699	11	911 SOUTH PARK STREET STE E	CARROLLTON	GA	30117	(770) 378-4263	Mark Weninger
1699	12	1985 MCDONOUGH ROAD STE 1F	HAMPTON	GA	30228	(770) 378-4263	Mark Weninger
1699	16	841 OAK STREET SW	ATLANTA	GA	30310	(770) 378-4263	Mark Weninger
1699	17	854 CLEVELAND AVE SUITE 100	EAST POINT	GA	30344	(770) 378-4263	Mark Weninger
1699	18	5739 WENDY BAGWELL PKWY STE 115	HIRAM	GA	30141	(770) 378-4263	Mark Weninger
1741	1	3697 WINDSOR SPRINGS	HEPHZIBAH	GA	30815	(706) 993-8055	Mark Jennings
1741	2	810 HORIZON SOUTH PARKWAY	GROVETOWN	GA	30813	(706) 993-8055	Mark Jennings
1848	1	2107 VETERANS BLVD	DUBLIN	GA	31021	(404) 983-4840	Leatha Camp
1848	2	817 E 16TH AVENUE	CORDELE	GA	31015	(404) 983-4840	Leatha Camp
1848	3	1116 EAST LAMAR ST.	AMERICUS	GA	31709	(404) 983-4840	Leatha Camp
1848	4	1424 SAM NUNN BLVD	PERRY	GA	31069	(404) 983-4840	Leatha Camp

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1848	5	970 INDIAN DR	EASTMAN	GA	31023	(404) 983-4840	Leatha Camp
1848	6	414 S MAIN ST #A12	SWAINSBORO	GA	30401	(404) 983-4840	Leatha Camp
1848	7	58 S TALLAHASSEE ST	HAZLEHURST	GA	31539	(404) 983-4840	Leatha Camp
1848	8	610 NORTH AVE	MACON	GA	31204	(404) 983-4840	Leatha Camp
1848	9	1063 BAXTER STREET	ATHENS	GA	30606	(404) 983-4840	Leatha Camp
1848	10	1905 N COLUMBIA ST	MILLEDGEVILLE	GA	31061	(404) 983-4840	Leatha Camp
1932	1	601 FIRST AVENUE SE	MOULTRIE	GA	31768	(229) 881-3480	Torey Bynum
1932	2	319 8TH AVE NE	CAIRO	GA	39828	(229) 881-3480	Torey Bynum
3153	1	3602 SALEM ROAD	COVINGTON	GA	30016	(678) 232-3652	Michael Kuzminsky
3153	2	3170 HIGHWAY 278	COVINGTON	GA	30014	(678) 232-3652	Michael Kuzminsky
3153	3	1895 GEORGIA HIGHWAY 20 STE 240	CONYERS	GA	30013	(678) 232-3652	Michael Kuzminsky
3153	4	1944-C CANDLER ROAD	DECATUR	GA	30032	(678) 232-3652	Michael Kuzminsky
3178	5	1021 PARKWAY BLVD	ATHENS	GA	30606	(404) 831-2120	Bill Barry
3199	1	11157 HIGHWAY 106	CARNESVILLE	GA	30521	(706) 599-6838	Cary Turner
3199	2	199 POTTERY FACTORY DR #141	COMMERCE	GA	30529	(706) 599-6838	Cary Turner
3226	5	9415 HIGHWAY 5 STE D	DOUGLASVILLE	GA	30135		Rohail Hada
3294	2	5574 BELLS FERRY ROAD	ACWORTH	GA	30102	(678) 523-3371	aameer lakhani
3294	3	12035 HIGHWAY 92 STE 700	WOODSTOCK	GA	30188	(678) 523-3371	aameer lakhani
3294	4	231 RIVERSTONE PARKWAY #108	CANTON	GA	30114	(678) 523-3371	aameer lakhani
3294	5	938 W Church Street	Jasper	GA	30143	(678) 523-3371	aameer lakhani
3294	6	76 INDUSTRIAL BLVD	ELLIJAY	GA	30540	(678) 523-3371	aameer lakhani
3294	7	2200 ROSWELL RD.	MARIETTA	GA	30062	(678) 523-3371	aameer lakhani
3294	8	2856 DELK RD	MARIETTA	GA	30067	(678) 523-3371	aameer lakhani
3294	9	2350 SPRING RD SUITE 11	SMYRNA	GA	30080	(678) 523-3371	aameer lakhani
3294	10	580 ATLANTA ROAD STE 202A	CUMMING	GA	30040	(678) 523-3371	aameer lakhani
3294	11	1475 HOLCOMB BRIDGE RD. STE 187	ROSWELL	GA	30076	(678) 523-3371	aameer lakhani
3294	12	1121 S MAIN ST	CLEVELAND	GA	30528	(678) 523-3371	aameer lakhani
3294	13	1982 WEST SPRING ST.	MONROE	GA	30656	(678) 523-3371	aameer lakhani
3294	14	1462 EATONTON RD SUITE 6	MADISON	GA	30650	(678) 523-3371	aameer lakhani
3294	15	4375 LEXINGTON ROAD STE C-8	ATHENS	GA	30605	(678) 523-3371	aameer lakhani
3297	1	9162 W HIGHWAY 212	MONTICELLO	GA	31064	(770) 775-2386	Natalie Jones
3297	2	10051 EAGLE DR	COVINGTON	GA	30014	(770) 775-2386	Natalie Jones
3297	4	1740 LAFAYETTE PKWY	LAGRANGE	GA	30241	(770) 775-2386	Natalie Jones
3310	2	66 S 400 CENTER LN STE 160	DAWSONVILLE	GA	30534	(678) 654-4305	Surya Palagiri

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3327	1	2442 MEMORIAL DR	WAYCROSS	GA	31501	(850) 341-7063	Steven Mills
3327	2	1220 MADISON AVENUE	DOUGLAS	GA	31533	(850) 341-7063	Steven Mills
3327	3	1601 HIGHWAY 40 EAST	KINGSLAND	GA	31548	(850) 341-7063	Steven Mills
3355	1	4535 HARTLEY BRIDGE RD	MACON	GA	31216	(951) 609-5500	Murad Peerani
3355	2	245 GA HIGHWAY 49 N	BYRON	GA	31008	(951) 609-5500	Murad Peerani
3379	1	2905 CAMPBELLTON RD SW	ATLANTA	GA	30311	(509) 312-9660	Saeed Farokhshad
3393	5	1710 TURNER MCCALL BLVD	ROME	GA	30161	(423) 855-8790	James Shepherd
3393	7	724 HWY 53	CALHOUN	GA	30701	(423) 855-8790	James Shepherd
3393	8	509 N TENNESSEE ST STE 111	CARTERSVILLE	GA	30120	(423) 855-8790	James Shepherd
3393	11	591 BATTLEFIELD PARKWAY	FORT OGLETHORPE	GA	30742	(423) 855-8790	James Shepherd
3393	12	2004 SHORTER AVE	ROME	GA	30165	(423) 855-8790	James Shepherd
3393	15	804 N. MAIN ST	LAFAYETTE	GA	30728	(423) 855-8790	James Shepherd
3393	16	11600 HIGHWAY 27	SUMMERVILLE	GA	30747	(423) 855-8790	James Shepherd
3393	18	1263 N GLENWOOD AVE	DALTON	GA	30721	(423) 855-8790	James Shepherd
3393	19	1501 E WALNUT AVE	DALTON	GA	30721	(423) 855-8790	James Shepherd
3393	20	502 GI MADDOX PKWY	CHATSWORTH	GA	30705	(423) 855-8790	James Shepherd
3393	21	6977 NASHVILLE ST	RINGGOLD	GA	30736	(423) 855-8790	James Shepherd
3393	29	2888 BROWNS BRIDGE RD	GAINESVILLE	GA	30504	(423) 855-8790	James Shepherd
3393	30	3885 MUNDY MILL ROAD STE 106	OAKWOOD	GA	30566	(423) 855-8790	James Shepherd
3393	31	229 EE BUTLER PARKWAY STE 400	GAINESVILLE	GA	30501	(423) 855-8790	James Shepherd
3393	38	457 NATHAN DEAN BLVD. STE 107	DALLAS	GA	30132	(423) 855-8790	James Shepherd
3393	40	7951 VILLA RICA HWY.	DALLAS	GA	30157	(423) 855-8790	James Shepherd
3393	42	1563 ROME HWY	CEDARTOWN	GA	30125	(423) 855-8790	James Shepherd
3393	45	3780 OLD NORCROSS ROAD	DULUTH	GA	30096	(423) 855-8790	James Shepherd
3393	46	4870 FLOYD ROAD SW	MABLETON	GA	30126	(423) 855-8790	James Shepherd
3393	60	3221 WRIGHTSBORO RD STE B	AUGUSTA	GA	30909	(423) 855-8790	James Shepherd
3393	61	1631 GORDON HWY	AUGUSTA	GA	30906	(423) 855-8790	James Shepherd
3393	64	2801 WASHINGTON ROAD #110	AUGUSTA	GA	30909	(423) 855-8790	James Shepherd
3393	65	118 EAST HILL ST	THOMSON	GA	30824	(423) 855-8790	James Shepherd
3393	66	4497 COLUMBIA RD.	MARTINEZ	GA	30907	(423) 855-8790	James Shepherd
3393	67	3851 EVANS TO LOCK RD STE 1 & 2	MARTINEZ	GA	30907	(423) 855-8790	James Shepherd
3409	2	1568 ANDERSON HWY	HARTWELL	GA	30643	(864) 940-6705	Eric Gurley
3409	3	626 ELBERT STREET	ELBERTON	GA	30635	(864) 940-6705	Eric Gurley
3464	1	1175 MORELAND AVE SUITE 200	ATLANTA	GA	30316	(404) 376-2029	Carcola Tippit

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3468	1	3400 HOLCOMB BRIDGE ROAD STE 200	NORCROSS	GA	30093	(678) 296-6380	Qamruddin Virani
3468	2	5221 BUFORD HWY	DORAVILLE	GA	30340	(678) 296-6380	Qamruddin Virani
3468	3	510 PLEASANT HILL ROAD STE J	LILBURN	GA	30047	(678) 296-6380	Qamruddin Virani
3481	1	285 N LEWIS ST	METTER	GA	30439	(912) 678-1023	Alpeshkumar Patel
3483	1	602 RUSSELL PKWY	WARNER ROBINS	GA	31088	(912) 601-7171	Gunvant Patel
3485	1	44-G BULLSBORO DRIVE	NEWNAN	GA	30263	(559) 712-1640	Jaypal Brar
3485	2	3219 HIGHWAY 34 E	NEWNAN	GA	30265	(559) 712-1640	Jaypal Brar
3485	3	6810 SHANNON PKWY STE H	UNION CITY	GA	30291	(559) 712-1640	Jaypal Brar
3485	4	1296 HIGHWAY 138	RIVERDALE	GA	30296	(559) 712-1640	Jaypal Brar
3485	5	535 SOUTH GLYNN ST	FAYETTEVILLE	GA	30214	(559) 712-1640	Jaypal Brar
3485	6	6395 OLD NATIONAL HWY STE 500	COLLEGE PARK	GA	30349	(559) 712-1640	Jaypal Brar
3485	7	5370 CAMPBELLTON FAIRBURN RD STE 710	FAIRBURN	GA	30213	(559) 712-1640	Jaypal Brar
3485	8	4920 FLAT SHOALS PARKWAY	DECATUR	GA	30034	(559) 712-1640	Jaypal Brar
<b>3509</b>	<b>1</b>	<b>2706 WATSON BLVD</b>	<b>WARNER ROBINS</b>	<b>GA</b>	<b>31028</b>	<b>(478) 361-7299</b>	<b>Avani Patel</b>
3525	1	160 HIGHWAY 27	BREMEN	GA	30110	(828) 230-4712	Laneal Vaughn
3525	2	1059 NATHAN DEAN BYPASS	ROCKMART	GA	30153	(828) 230-4712	Laneal Vaughn
3549	1	5414 FIVE FORKS TRICKUM RD. SW STE E	LILBURN	GA	30047	(678) 296-6380	Qamruddin Virani
3588	1	6279 US HIGHWAY 280 WEST	CLAXTON	GA	30417	(706) 614-3255	Neil Patel
3608	1	810 Highway 96 SUITE 2100	Warner Robins	GA	31088	(773) 953-4046	Rakesh Patel
3702	1	1920 HUDSON BRIDGE ROAD	STOCKBRIDGE	GA	30281	(404) 569-9318	Keyur Chauhan
3760	1	4820 REDAN RD	STONE MOUNTAIN	GA	30088	(678) 768-3522	Shiraz Surani
3760	2	7245 ROCKBRIDGE ROAD STE 300	LITHONIA	GA	30058	(678) 768-3522	Shiraz Surani
3760	3	3425 CENTERVILLE HWY SUITE B	SNELLVILLE	GA	30039	(678) 768-3522	Shiraz Surani
3760	4	4002 STONE MOUNTAIN HWY STE 200	SNELLVILLE	GA	30039	(678) 768-3522	Shiraz Surani
3760	5	5475 BUFORD HWY STE B	NORCROSS	GA	30071	(678) 768-3522	Shiraz Surani
3770	1	2331 POOLER PKWY	POOLER	GA	31322	(843) 379-9405	Dhaval Desai
3802	1	1800 PANOLA ROAD	ELLENWOOD	GA	30294	(404) 397-7507	Mani Embeedi Ganes:
3836	1	12850 HIGHWAY 9 NORTH	ALPHARETTA	GA	30004	(786) 384-1660	Iliangel Faitelson
<b>700</b>	<b>7705</b>	<b>NEC MARINE DR/TUMON LOOP</b>	<b>TERRITORY OF GUAM</b>	<b>GU</b>	<b>96917</b>	<b>(402) 463-3017</b>	
3284	1	2424 S BERETANIA ST	HONOLULU	HI	96826	(808) 260-0292	JOHN BROWN
3284	2	86-120 FARRINGTON HIGHWAY	WAIANAE	HI	96792	(808) 260-0292	JOHN BROWN
3284	3	93 N KAMEHAMEHA HWY 101A	WAHIAWA	HI	96786	(808) 260-0292	JOHN BROWN
3284	4	94-866 MOLOALO ST D-5	WAIPAHU	HI	96797	(808) 260-0292	JOHN BROWN
3284	5	45-480 KANE'OHE BAY DR UNIT A1E2	KANE'OHE	HI	96734	(808) 260-0292	JOHN BROWN



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3372	1	125 KEKUANAOA ST UNIT 201	HILO	HI	96720	(808) 936-3567	Natale Tomaselli
3372	2	16-574 KIPIMANA ST	KEAAU	HI	96749	(808) 936-3567	Natale Tomaselli
1648	1	3727 SE 14TH ST	DES MOINES	IA	50320	(313) 585-4859	mike badaoui
1648	2	3440 EAST 33RD ST STE C	DES MOINES	IA	50317	(313) 585-4859	mike badaoui
1648	4	4201 UNIVERSITY AVE	DES MOINES	IA	50311	(313) 585-4859	mike badaoui
1648	5	901 S CENTER STREET	MARSHALLTOWN	IA	50158	(313) 585-4859	mike badaoui
1802	2	3228 WEST BROADWAY	COUNCIL BLUFFS	IA	51501	(402) 894-2712	Glen Johnson
1832	5	1620 N.ANKENY BLVD SUITE 102	ANKENY	IA	50023	(515) 720-8912	Brad Loney
2078	1	539 LINCOLN WAY	AMES	IA	50010	(319) 321-7286	Eugene Hibbs
3253	1	1208 W LOCUST ST STE D	DAVENPORT	IA	52804	(810) 531-3680	Mike Conatser
3253	2	2950 EAST 53RD STREET	DAVENPORT	IA	52807	(810) 531-3680	Mike Conatser
3253	3	501 E 6TH ST	MUSCATINE	IA	52761	(810) 531-3680	Mike Conatser
3389	1	1220 GRAND AVE	WEST DES MOINES	IA	50265	(831) 905-3666	Marwan Khoury
3469	1	2121 HAMILTON BLVD	SIOUX CITY	IA	51104	(734) 740-2044	Mike Littlefield
3469	3	2900 GORDON DR	SIOUX CITY	IA	51105	(734) 740-2044	Mike Littlefield
3520	1	10201 UNIVERSITY AVE	CLIVE	IA	50325	(515) 988-9901	Carlos Navarro
<b>3583</b>	<b>10</b>	1205 E SAN MARNAN DR	WATERLOO	IA	50702	(99999217) 221-5667	Dave Riney
<b>3583</b>	<b>11</b>	2210 EDGEWOOD ROAD SW STE 500	CEDAR RAPIDS	IA	52404	(99999217) 221-5667	Dave Riney
<b>3583</b>	<b>12</b>	124 COLLINS RD NE STE A & B	CEDAR RAPIDS	IA	52402	(99999217) 221-5667	Dave Riney
<b>3583</b>	<b>13</b>	1675 JOHN F KENNEDY RD	DUBUQUE	IA	52002	(99999217) 221-5667	Dave Riney
<b>3583</b>	<b>15</b>	2126 MAIN ST	KEOKUK	IA	52632	(99999217) 221-5667	Dave Riney
1244	1	820 BLUE LAKES BLVD N	TWIN FALLS	ID	83301	(208) 490-6908	Bryan Egan
1273	1	2075 E 17TH STREET	IDAHO FALLS	ID	83404	(208) 860-7444	Dustin Preece
1273	2	310 SOUTH 4TH AVE.	POCATELLO	ID	83201	(208) 860-7444	Dustin Preece
1273	3	633 N. OVERLAND	BURLEY	ID	83318	(208) 860-7444	Dustin Preece
1273	4	201 11TH AVENUE NORTH	NAMPA	ID	83687	(208) 860-7444	Dustin Preece
1273	5	1355 PARKWAY DR	BLACKFOOT	ID	83221	(208) 860-7444	Dustin Preece
1273	6	26 WEST FIRST SOUTH	REXBURG	ID	83440	(208) 860-7444	Dustin Preece
1273	7	1471 MILWAUKEE	BOISE	ID	83704	(208) 860-7444	Dustin Preece
1273	8	120 EAST FAIRVIEW STE 120	MERIDIAN	ID	83642	(208) 860-7444	Dustin Preece
1273	10	5205 E. CLEVELAND BLVD.	CALDWELL	ID	83607	(208) 860-7444	Dustin Preece
1273	11	124 E. YAKIMA STE A	JEROME	ID	83338	(208) 860-7444	Dustin Preece
1273	12	10689 W. USTICK RD.	BOISE	ID	83713	(208) 860-7444	Dustin Preece
1273	13	195 E MAINE AVENUE	NAMPA	ID	83686	(208) 860-7444	Dustin Preece

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1273	14	1401 S BROADWAY AVE	BOISE	ID	83706	(208) 860-7444	Dustin Preece
1273	15	10751 W OVERLAND RD SUITE A	BOISE	ID	83709	(208) 860-7444	Dustin Preece
1273	17	433 S UTAH AVE	IDAHO FALLS	ID	83402	(208) 860-7444	Dustin Preece
1273	18	150 BULLOCK ST STE 104	CHUBBUCK	ID	83202	(208) 860-7444	Dustin Preece
1273	19	6252 N LINDER RD SUIT 110	Meridian	ID	83646	(208) 860-7444	Dustin Preece
1565	5	192 E. NEIDER	COEUR D ALENE	ID	83815	(209) 620-2323	Fernando Santiago
1565	6	1790 E. SELTICE WAY	POST FALLS	ID	83854	(209) 620-2323	Fernando Santiago
1565	14	8220 N CORNERSTONE	HAYDEN	ID	83835	(209) 620-2323	Fernando Santiago
3352	3	182 S STATE ST	RIGBY	ID	83442	(208) 535-5920	Tony Blakeslee
3386	1	1565 E DEER FLAT RD	KUNA	ID	83634	(208) 339-1996	John Doherty
3637	1	1325 21ST STREET STE 104	LEWISTON	ID	83501	(509) 780-2565	Jose Robles
1047	1	516 EDWARDSVILLE RD STE A	TROY	IL	62294	(618) 580-0264	Debbie Njai
1047	4	3717 NAMEOKI RD	GRANITE CITY	IL	62040	(618) 580-0264	Debbie Njai
1047	10	3751 STATE ROUTE 159	GLEN CARBON	IL	62034	(618) 580-0264	Debbie Njai
1047	11	1042 COLLINSVILLE CROSSING BLV	COLLINSVILLE	IL	62234	(618) 580-0264	Debbie Njai
1047	12	3254 GREEN MOUNT CROSSING DR.	SHILOH	IL	62269-7284	(618) 580-0264	Debbie Njai
1047	14	1601 WASHINGTON AVE	ALTON	IL	62002	(618) 580-0264	Debbie Njai
1061	1	3023 N STERLING AVENUE	PEORIA	IL	61604	(309) 657-6082	Tim McShane
1061	3	4325 SHERIDAN #4	PEORIA	IL	61614	(309) 657-6082	Tim McShane
1061	4	2115A COURT ST	PEKIN	IL	61554	(309) 657-6082	Tim McShane
1061	5	9915 F NORTH KNOXVILLE AVE	PEORIA	IL	61615	(309) 657-6082	Tim McShane
1061	6	2210 COTTAGE AVE	BLOOMINGTON	IL	61701	(309) 657-6082	Tim McShane
1061	7	2507 E OAKLAND AVE UNIT 2	BLOOMINGTON	IL	61701	(309) 657-6082	Tim McShane
1189	3	5218 GODFREY RD	GODFREY	IL	62035	(314) 393-5378	Doyle Beck
1189	4	305 E EDWARDSVILLE RD	WOOD RIVER	IL	62095	(314) 393-5378	Doyle Beck
1257	1	3535 W. DEMPSTER STREET	SKOKIE	IL	60076	(847) 962-7166	Firoz Khan
1257	2	454 MANNHEIM RD	HILLSIDE	IL	60162	(847) 962-7166	Firoz Khan
1292	1	3135 WEST ADDISON AVENUE	CHICAGO	IL	60618	(847) 962-7166	Fazlur Rahman
1299	1	555 W HWY 38	ROCHELLE	IL	61068	(815) 979-2512	Sair Ali
1371	1	1050 CARLYLE AVE.	BELLEVILLE	IL	62221	(636) 219-3384	Michael Harr
1551	1	680 SOUTH LAKE STREET	MUNDELEIN	IL	60060	(847) 962-7166	Fazlur Rahman
1551	3	327 RANDALL RD	LAKE IN THE HILLS	IL	60156	(847) 962-7166	Fazlur Rahman
1551	5	537 DUNDEE RD	WHEELING	IL	60090	(847) 962-7166	Fazlur Rahman
1764	1	2350 SYCAMORE ROAD STE J	DEKALB	IL	60115	(650) 296-5367	Robertson Yao

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1764	2	1009 WEST GALENA AVE	FREEPORT	IL	61032	(650) 296-5367	Robertson Yao
1764	6	812 BROADMEADOW RD STE B	RANTOUL	IL	61866	(650) 296-5367	Robertson Yao
1764	7	2018 N PROSPECT AVE	CHAMPAIGN	IL	61822	(650) 296-5367	Robertson Yao
1764	8	1015 1ST AVE	ROCK FALLS	IL	61071	(650) 296-5367	Robertson Yao
1764	9	1211 S. MATTIS	CHAMPAIGN	IL	61821	(650) 296-5367	Robertson Yao
1764	10	703 S NEIL STREET SUITE A	CHAMPAIGN	IL	61820	(650) 296-5367	Robertson Yao
1764	11	3106 KIRCHOFF ROAD	ROLLING MEADOWS	IL	60008	(650) 296-5367	Robertson Yao
1764	12	4320 W. ELM ST.	MCHENRY	IL	60050	(650) 296-5367	Robertson Yao
1764	13	127 SOUTH EASTWOOD DR	WOODSTOCK	IL	60098-3519	(650) 296-5367	Robertson Yao
1764	14	618 W LIBERTY ST	WAUCONDA	IL	60084	(650) 296-5367	Robertson Yao
1764	15	451 IRVING PARK ROAD	BENSENVILLE	IL	60106	(650) 296-5367	Robertson Yao
1764	16	1455 LEE STREET	DES PLAINES	IL	60018	(650) 296-5367	Robertson Yao
1764	17	2739 N. MANNHEIM	FRANKLIN PARK	IL	60131	(650) 296-5367	Robertson Yao
1764	18	206 WEST LAKE ST	ADDISON	IL	60101	(650) 296-5367	Robertson Yao
1764	19	7201C W DEMPSTER ST	NILES	IL	60714	(650) 296-5367	Robertson Yao
1764	21	375 MAIN STREET NW	BOURBONNAIS	IL	60914	(650) 296-5367	Robertson Yao
1764	22	1650 WEST COURT STREET	KANKAKEE	IL	60901	(650) 296-5367	Robertson Yao
1764	23	76 E NORTH AVE	VILLA PARK	IL	60181	(650) 296-5367	Robertson Yao
1764	24	2715 VERMILION ST	DANVILLE	IL	61832	(650) 296-5367	Robertson Yao
1764	25	1301 ENTERPRISE WAY, SUITE 10A	MARION	IL	62959	(650) 296-5367	Robertson Yao
1764	26	819 W. MAIN ST.	CARBONDALE	IL	62901	(650) 296-5367	Robertson Yao
1764	27	303 S. COMMERCIAL STREET	HARRISBURG	IL	62946	(650) 296-5367	Robertson Yao
1764	28	878 STATE ROUTE 59	BARTLETT	IL	60103	(650) 296-5367	Robertson Yao
1769	1	3300 BROADWAY, STE F	MT VERNON	IL	62864	(618) 841-4215	Joeann Fox
1948	1	1211 S DIVISION	HARVARD	IL	60033	(815) 979-2512	Sair Ali
<b>1955</b>	<b>7</b>	2638 BROADWAY ST.	QUINCY	IL	62301	(269) 589-8108	Steve Brevitz
<b>1955</b>	<b>8</b>	258 W. MORTON AVE	JACKSONVILLE	IL	62650	(269) 589-8108	Steve Brevitz
<b>1955</b>	<b>9</b>	2427 ADLAI STEVENSON DR	SPRINGFIELD	IL	62703	(269) 589-8108	Steve Brevitz
1961	1	7902 S EXCHANGE AVE	CHICAGO	IL	60617	(773) 294-2482	Aqdas Samar
1983	1	3 WEST LINCOLN AVENUE	CHARLESTON	IL	61920	(217) 246-1396	Tim Buenker
1983	2	200 SOUTH HENRIETTA	EFFINGHAM	IL	62401	(217) 246-1396	Tim Buenker
1983	3	1906 WESTERN AVE SUITE B	MATTOON	IL	61938	(217) 246-1396	Tim Buenker
2085	1	1925 N WATER ST	DECATUR	IL	62526	(708) 203-9590	
2085	2	3611 E US ROUTE 36	DECATUR	IL	62521	(708) 203-9590	

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3024	1	265 PEACE RD	SYCAMORE	IL	60178	(630) 770-7762	DANNY patel
3253	4	1526 N HENDERSON STREET STE #3	GALESBURG	IL	61401	(810) 531-3680	Mike Conatser
3258	1	448 EAST ROOSEVELT ROAD	LOMBARD	IL	60148	(224) 678-8651	Shehzad Amlani
3261	1	840 SOUTH ARLINGTON HEIGHTS RD	ELK GROVE VILLAGE	IL	60007	(224) 433-9301	Farid Fatehally
3261	2	545 W. ROOSEVELT RD.	GLEN ELLYN	IL	60137	(224) 433-9301	Farid Fatehally
3261	3	2024 EAST 95TH STREET	CHICAGO	IL	60617	(224) 433-9301	Farid Fatehally
3261	6	5899 NORTHWEST HWY	CRYSTAL LAKE	IL	60014	(224) 433-9301	Farid Fatehally
3261	7	12250 PRINCETON DRIVE	HUNTLEY	IL	60142	(224) 433-9301	Farid Fatehally
3261	21	6940 S ASHLAND AVE	CHICAGO	IL	60636	(224) 433-9301	Farid Fatehally
3320	1	4307 18TH AVE	ROCK ISLAND	IL	61201	(734) 740-2044	Mike littlefield
3404	1	750 W WALNUT ST	WATSEKA	IL	60970	(815) 412-4161	Rajinder Singh
3415	1	303 W VAN BUREN ST	CLINTON	IL	61727	(217) 703-1591	Alan Meyer
3415	2	2420 KEN GRAY BLVD	W FRANKFORT	IL	62896	(217) 703-1591	Alan Meyer
3415	3	1525 GEORGETOWN RD	TILTON	IL	61833	(217) 703-1591	Alan Meyer
3415	4	1502 STATE ST	LAWRENCEVILLE	IL	62439	(217) 703-1591	Alan Meyer
3449	1	1614 S MACARTHUR BLVD	SPRINGFIELD	IL	62704	(618) 550-2466	Jignesh Patel
3475	1	714 W ORANGE ST	HOOPESTON	IL	60942	(815) 412-4161	Rajinder Singh
3475	2	2855 Overpass Rd	Riverton	IL	62561	(815) 412-4161	Rajinder Singh
<b>3583</b>	<b>1</b>	505 W JACKSON ST	MACOMB	IL	61455	(99999217) 221-5667	Dave Riney
3605	3	1671 CAMP JACKSON RD	CAHOKIA	IL	62206	(99999773) 454-2948	Danny Ruffin
3613	1	470 S WEBER RD	ROMEOVILLE	IL	60446	(847) 508-8431	Josh Gillani
3613	2	16600 W 159TH ST	LOCKPORT	IL	60441	(847) 508-8431	Josh Gillani
3642	1	2024 W WILSON ST	BATAVIA	IL	60510	(847) 567-1187	Martin Napoleon
3777	1	3248 GLENVIEW ROAD	GLENVIEW	IL	60025	(917) 539-8655	Karim Khowaja
3777	2	7001 NORTH CLARK STREET	CHICAGO	IL	60626	(917) 539-8655	Karim Khowaja
3779	1	1250 41ST STREET	MOLINE	IL	61265	(734) 740-2044	Mike Littlefield
459	9	2868 CHARLESTOWN RD	NEW ALBANY	IN	47150	(502) 292-8002	Mike Michalak
459	10	2903 E 10TH STREET	JEFFERSONVILLE	IN	47130	(502) 292-8002	Mike Michalak
459	18	750 EASTERN BLVD. #100	CLARKSVILLE	IN	47129	(502) 292-8002	Mike Michalak
459	22	411 E CIFTY DR	MADISON	IN	47250	(502) 292-8002	Mike Michalak
459	24	1250 E TIPTON ST	SEYMOUR	IN	47274	(502) 292-8002	Mike Michalak
1112	8	3121 NEWTON STREET	JASPER	IN	47546	(618) 554-1996	Roger Akers
1112	9	601 COLLEGE AVE	VINCENNES	IN	47591	(618) 554-1996	Roger Akers
1201	1	2026 EAST US HIGHWAY 20	MICHIGAN CITY	IN	46360	(219) 464-9536	Dan Hancock

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1201	2	6321 CENTRAL AVENUE	PORTAGE	IN	46368	(219) 464-9536	Dan Hancock
1201	3	2433 MONROE STREET	LA PORTE	IN	46350	(219) 464-9536	Dan Hancock
1201	5	524 INDIAN BOUNDARY RD	CHESTERTON	IN	46304	(219) 464-9536	Dan Hancock
1201	6	2500 CALUMET AVE	VALPARAISO	IN	46383	(219) 464-9536	Dan Hancock
1338	19	3907 E. STATE BLVD.	FORT WAYNE	IN	46805	(269) 349-7900	Kelly Hogarth
1338	20	211 E. RUDISILL BLVD.	FT. WAYNE	IN	46806	(269) 349-7900	Kelly Hogarth
1338	21	119 MAIN ST.	KENDALLVILLE	IN	46755	(269) 349-7900	Kelly Hogarth
1338	22	5722 MAPLECREST	FORT WAYNE	IN	46835	(269) 349-7900	Kelly Hogarth
1338	23	902 GOSHEN RD	FORT WAYNE	IN	46808	(269) 349-7900	Kelly Hogarth
1338	24	6417 BLUFFTON RD	FORT WAYNE	IN	46809	(269) 349-7900	Kelly Hogarth
1338	25	240 S JEFFERSON STREET	HUNTINGTON	IN	46750	(269) 349-7900	Kelly Hogarth
1338	26	401 E. LINCOLN HIGHWAY	NEW HAVEN	IN	46774	(269) 349-7900	Kelly Hogarth
1338	27	6302 ILLINOIS RD	FORT WAYNE	IN	46804	(269) 349-7900	Kelly Hogarth
1419	1	3601 E EDISON RD STE G	SOUTH BEND	IN	46615	(574) 287-2155	Scott Fraser
1419	2	1225 E IRELAND ROAD	SOUTH BEND	IN	46614	(574) 287-2155	Scott Fraser
1419	3	520 BITTERSWEET ROAD	MISHAWAKA	IN	46617	(574) 287-2155	Scott Fraser
1419	4	4329 W WESTERN AVE	SOUTH BEND	IN	46619	(574) 287-2155	Scott Fraser
1419	5	52931 STATE ROAD 933	SOUTH BEND	IN	46637	(574) 287-2155	Scott Fraser
1483	1	5313 W 10TH STREET	INDIANAPOLIS	IN	46224	(313) 300-0622	Bill & Paula Buisch
1483	2	7145 N. MICHIGAN RD.	INDIANAPOLIS	IN	46268	(313) 300-0622	Bill & Paula Buisch
1483	3	5621 WEST 38TH STREET	INDIANAPOLIS	IN	46254	(313) 300-0622	Bill & Paula Buisch
1483	4	10976 US HIGHWAY 36	AVON	IN	46123	(313) 300-0622	Bill & Paula Buisch
1500	1	1808C E. BRISTOL ST.	ELKHART	IN	46514	(574) 970-5891	Kerri Wallace
1500	2	2637B S MAIN ST	ELKHART	IN	46517	(574) 970-5891	Kerri Wallace
1500	7	1536 S NAPPANEE ST	ELKHART	IN	46516	(574) 970-5891	Kerri Wallace
1586	17	105 S. TANNERS CREEK DRIVE	LAWRENCEBURG	IN	47025	(937) 269-4885	Jon Collins
<b>1632</b>	<b>548</b>	152 WEST LOGAN STREET	NOBLESVILLE	IN	46060	(801) 913-1159	Josh Hill
<b>1632</b>	<b>549</b>	3333 KENTUCKY AVE.	INDIANAPOLIS	IN	46221	(801) 913-1159	Josh Hill
<b>1632</b>	<b>550</b>	6845 BLUFF RD STE 21	INDIANAPOLIS	IN	46217	(801) 913-1159	Josh Hill
<b>1632</b>	<b>551</b>	835 SOUTH TILLOTSON AVE #5	MUNCIE	IN	47304	(801) 913-1159	Josh Hill
<b>1632</b>	<b>552</b>	308 WEST MARKLAND AVE	KOKOMO	IN	46901	(801) 913-1159	Josh Hill
<b>1632</b>	<b>553</b>	1325 WEST 4TH ST.	MARION	IN	46952	(801) 913-1159	Josh Hill
<b>1632</b>	<b>554</b>	11785 ALLISONVILLE RD	FISHERS	IN	46038	(801) 913-1159	Josh Hill
<b>1632</b>	<b>555</b>	220 W MCGALLIARD RD	MUNCIE	IN	47303	(801) 913-1159	Josh Hill

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1632</b>	<b>556</b>	3400 S EAST STREET	INDIANAPOLIS	IN	46227	(801) 913-1159	Josh Hill
<b>1632</b>	<b>557</b>	10745 E WASHINGTON ST	INDIANAPOLIS	IN	46229	(801) 913-1159	Josh Hill
<b>1632</b>	<b>558</b>	5627 GEORGETOWN RD	INDIANAPOLIS	IN	46254	(801) 913-1159	Josh Hill
<b>1632</b>	<b>559</b>	2001 W WASHINGTON ST	INDIANAPOLIS	IN	46222	(801) 913-1159	Josh Hill
<b>1632</b>	<b>560</b>	3105 S. 9TH STREET UNIT C	LAFAYETTE	IN	47909	(801) 913-1159	Josh Hill
<b>1632</b>	<b>561</b>	3205 UNION STREET	LAFAYETTE	IN	47909	(801) 913-1159	Josh Hill
1995	9	2520 WABASH AVE UNIT N	TERRE HAUTE	IN	47803	(336) 413-6709	Shawn Darter
1995	10	1113 E. NATIONAL AVE.	BRAZIL	IN	47834-2715	(336) 413-6709	Shawn Darter
1995	11	1834 LAFAYETTE AVE.	TERRE HAUTE	IN	47804	(336) 413-6709	Shawn Darter
1995	12	2106 CENTRAL AVE	COLUMBUS	IN	47201	(336) 413-6709	Shawn Darter
3007	1	1010 WEST 7TH STREET	AUBURN	IN	46706	(616) 648-5919	Brian Burns
3007	2	941 NORTH MAIN ST	BLUFFTON	IN	46714	(616) 648-5919	Brian Burns
3250	4	1503 E MAIN ST STE 100	RICHMOND	IN	47374	(734) 239-3643	Frank Sanchez
3261	8	2560 GARFIELD ST	GARY	IN	46404	(224) 433-9301	Farid Fatehally
3261	10	906 NORTH MORTON STREET	FRANKLIN	IN	46131	(224) 433-9301	Farid Fatehally
3261	11	4922 S EMERSON AVE	INDIANAPOLIS	IN	46203	(224) 433-9301	Farid Fatehally
3261	12	4477 E 10TH ST	INDIANAPOLIS	IN	46201	(224) 433-9301	Farid Fatehally
3261	13	2245 SOUTH SHELBY ST	INDIANAPOLIS	IN	46203-4260	(224) 433-9301	Farid Fatehally
3261	14	2181 N MERIDIAN ST	INDIANAPOLIS	IN	46202	(224) 433-9301	Farid Fatehally
3261	15	6322 OAKLANDON ROAD	OAKLANDON	IN	46236	(224) 433-9301	Farid Fatehally
3261	16	1633 NORTH STATE STREET	GREENFIELD	IN	46140	(224) 433-9301	Farid Fatehally
3261	17	2364 EAST STOP 11 ROAD	INDIANAPOLIS	IN	46227	(224) 433-9301	Farid Fatehally
3261	18	670 SOUTH US HIGHWAY 31	GREENWOOD	IN	46142	(224) 433-9301	Farid Fatehally
3261	19	809 S HARRISON ST	SHELBYVILLE	IN	46176	(224) 433-9301	Farid Fatehally
3261	20	1551 NORTH POST ROAD	INDIANAPOLIS	IN	46219	(224) 433-9301	Farid Fatehally
3367	1	4495 ERIE CANAL RD	TERRE HAUTE	IN	47802	(812) 243-7121	Surinder Singh
3441	4	610 N. WAYNE ST.	ANGOLA	IN	46703		Derek Turowski
3492	1	720 LINCOLNWAY EAST	GOSHEN	IN	46526	(574) 536-0203	Richard Tribble
3492	2	4568 ELKHART RD	ELKHART	IN	46517	(574) 536-0203	Richard Tribble
3492	3	1635 N MICHIGAN AVE	PLYMOUTH	IN	46563	(574) 536-0203	Richard Tribble
3492	4	219 S LAKE ST	WARSAW	IN	46580	(574) 536-0203	Richard Tribble
3492	5	3025 E. MARKET STREET	LOGANSPOUT	IN	46947	(574) 536-0203	Richard Tribble
3492	6	531 N LINE ST	COLUMBIA CITY	IN	46725	(574) 536-0203	Richard Tribble
3585	1	9413 HIGHWAY 403	CHARLESTOWN	IN	47111	(502) 640-3097	Jake Zimmerman

**Exhibit F**

**Franchise Stores in the USA as of 12/31/2023**

3631	1	7755 B FRUITWOOD LANE	NEWBURGH	IN	47630	(856) 577-1106	Mitesh Bhavsar
3631	2	2007 WASHINGTON AVE	EVANSVILLE	IN	47714	(856) 577-1106	Mitesh Bhavsar
3631	3	2411 STRINGTOWN RD	EVANSVILLE	IN	47711	(856) 577-1106	Mitesh Bhavsar
3631	4	130 N ST JOSEPH AVE.	EVANSVILLE	IN	47712	(856) 577-1106	Mitesh Bhavsar
3675	1	927 S 13TH ST	DECATUR	IN	46733	(773) 574-1884	Ranmeet Singh
3693	1	1879 SOUTH US 231	CRAWFORDSVILLE	IN	47933	(317) 407-8810	Bryan Snook
3741	1	2060 SAGAMORE PKWY W	WEST LAFAYETTE	IN	47906	(765) 404-8065	Valerie Adkins
3754	1	10499 N US HIGHWAY 41	ROSEDALE	IN	47874	(812) 249-2523	Harkavel Singh
3787	1	3205 COLUMBUS AVE	ANDERSON	IN	46013	(765) 686-2186	Paul Ott
3787	2	1726 GRAND AVE	NEW CASTLE	IN	47362-3226	(765) 686-2186	Paul Ott
3787	3	8411 WINDFALL LANE, SUITE 220	CAMBY	IN	46113	(765) 686-2186	Paul Ott
3787	4	1410 E MAIN ST STE 107	PLAINFIELD	IN	46168	(765) 686-2186	Paul Ott
3787	5	391 E 5TH ST	CONNERSVILLE	IN	47331	(765) 686-2186	Paul Ott
1498	3	5000 S BROADWAY AVE	WICHITA	KS	67216	(316) 640-2909	Austin Morris
2000	2	921 E 4TH AVE. STE. D	HUTCHINSON	KS	67501	(316) 308-8958	Steven Smith
2000	3	1909 NORTH 14TH AVE SUITE E	DODGE CITY	KS	67801	(316) 308-8958	Steven Smith
3222	9	1810 EAST KANSAS AVE	GARDEN CITY	KS	67846	(214) 300-5387	Vibe Restaurants Adr
3222	10	733 N. KANSAS AVE.	LIBERAL	KS	67901	(214) 300-5387	Vibe Restaurants Adr
3222	21	1014 COMMERCIAL ST	EMPORIA	KS	66801	(214) 300-5387	Vibe Restaurants Adr
3222	26	1150 W LOOP	MANHATTAN	KS	66502	(214) 300-5387	Vibe Restaurants Adr
3222	27	107 E 6TH STREET	JUNCTION CITY	KS	66441	(214) 300-5387	Vibe Restaurants Adr
3222	43	2046 W. 21ST. NORTH	WICHITA	KS	67203	(214) 300-5387	Vibe Restaurants Adr
3222	44	320 N. ROCK ROAD STE 100	DERBY	KS	67037	(214) 300-5387	Vibe Restaurants Adr
3222	45	1444 N MAIZE RD STE 100	WICHITA	KS	67212	(214) 300-5387	Vibe Restaurants Adr
3222	46	1353 S. WEBB RD	WICHITA	KS	67207	(214) 300-5387	Vibe Restaurants Adr
3222	47	601 N. WEST STREET STE 208	WICHITA	KS	67203	(214) 300-5387	Vibe Restaurants Adr
<b>3646</b>	<b>1</b>	645 E CRAWFORD ST.	SALINA	KS	67401	(888) 427-0554	Vibe Restaurants Adr
<b>3646</b>	<b>2</b>	4100 E HARRY STE 30	WICHITA	KS	67218	(888) 427-0554	Vibe Restaurants Adr
<b>3646</b>	<b>3</b>	2548 S. SENECA	WICHITA	KS	67217	(888) 427-0554	Vibe Restaurants Adr
<b>3646</b>	<b>4</b>	3310 VINE ST STE 10	HAYS	KS	67601	(888) 427-0554	Vibe Restaurants Adr
<b>3647</b>	<b>11</b>	151 S 18TH ST	KANSAS CITY	KS	66102	(724) 328-0007	Jay Patel
<b>3647</b>	<b>12</b>	2024 S 4TH ST	LEAVENWORTH	KS	66048	(724) 328-0007	Jay Patel
<b>3647</b>	<b>13</b>	5329 SW 21ST ST	TOPEKA	KS	66604	(724) 328-0007	Jay Patel
<b>3647</b>	<b>14</b>	904 E SANTA FE ST	OLATHE	KS	66061	(724) 328-0007	Jay Patel

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>3647</b>	<b>15</b>	1528 W 23RD ST	LAWRENCE	KS	66046	(724) 328-0007	Jay Patel
<b>3647</b>	<b>16</b>	3025 W 6TH ST	LAWRENCE	KS	66049	(724) 328-0007	Jay Patel
<b>3647</b>	<b>17</b>	8925 W 95TH ST	OVERLAND PARK	KS	66212	(724) 328-0007	Jay Patel
3746	1	428 EAST 30TH AVENUE	HUTCHINSON	KS	67502	(316) 250-7562	Kim Patterson
3746	2	1005 N. MAIN	NEWTON	KS	67114	(316) 250-7562	Kim Patterson
3746	3	3570 N WOODLAWN	WICHITA	KS	67220	(316) 250-7562	Kim Patterson
127	3	1802 ARGILLITE RD.	FLATWOODS	KY	41139	(304) 638-1772	Vicki Dunn-marshall
127	4	2112 13TH STREET	ASHLAND	KY	41101	(304) 638-1772	Vicki Dunn-marshall
127	9	405 N. CAROL MALONE BLVD.	GRAYSON	KY	41143	(304) 638-1772	Vicki Dunn-marshall
127	12	3416 COURT STREET	CATLETTSBURG	KY	41129	(304) 638-1772	Vicki Dunn-marshall
337	1	808 S. MAIN STREET	LONDON	KY	40741	(606) 682-0678	Matt Kauffman
337	2	595 OLD US 25E	BARBOURVILLE	KY	40906	(606) 682-0678	Matt Kauffman
337	3	55 BELMONT DRIVE	SOMERSET	KY	42501	(606) 682-0678	Matt Kauffman
337	7	95 BERNARD LN	RUSSELL SPRINGS	KY	42642	(606) 682-0678	Matt Kauffman
337	9	535 LEIGHWAY DR.	RICHMOND	KY	40475	(606) 682-0678	Matt Kauffman
337	11	510 MASTER ST.	CORBIN	KY	40701	(606) 682-0678	Matt Kauffman
337	12	527 GLADES ROAD	BEREA	KY	40403	(606) 682-0678	Matt Kauffman
337	13	751 W CHERRY ST	GLASGOW	KY	42141	(606) 682-0678	Matt Kauffman
337	14	625 E BROADWAY	CAMPBELLSVILLE	KY	42718	(606) 682-0678	Matt Kauffman
337	15	184 WALMART PLAZA DR	MONTICELLO	KY	42633	(606) 682-0678	Matt Kauffman
459	2	5751 PRESTON HWY	LOUISVILLE	KY	40219	(502) 292-8002	Mike Michalak
459	3	197 BOONE STATION	SHELBYVILLE	KY	40065	(502) 292-8002	Mike Michalak
459	4	5524 NEW CUT RD	LOUISVILLE	KY	40214	(502) 292-8002	Mike Michalak
459	5	7529 OUTER LOOP	LOUISVILLE	KY	40228	(502) 292-8002	Mike Michalak
459	7	254 MARKET PLACE DR.	LOUISVILLE	KY	40229	(502) 292-8002	Mike Michalak
459	8	10019 DIXIE HIGHWAY	LOUISVILLE	KY	40272	(502) 292-8002	Mike Michalak
459	11	240 EASTBROOKE PKWY STE 111	MT WASHINGTON	KY	40047	(502) 292-8002	Mike Michalak
459	12	5901 TERRY RD	LOUISVILLE	KY	40216	(502) 292-8002	Mike Michalak
459	13	3121 SOUTH 2ND STREET	LOUISVILLE	KY	40208	(502) 292-8002	Mike Michalak
459	14	10274 SHELBYVILLE RD	LOUISVILLE	KY	40223	(502) 292-8002	Mike Michalak
459	15	6001 PLEASANT COLONY COURT STE 101	CRESTWOOD	KY	40014	(502) 292-8002	Mike Michalak
459	17	9593 TAYLORSVILLE RD	LOUISVILLE	KY	40299	(502) 292-8002	Mike Michalak
459	19	301-B CULPEPER ST	BARDSTOWN	KY	40004	(502) 292-8002	Mike Michalak
459	20	105 KIETA WAY	RADCLIFF	KY	40160	(502) 292-8002	Mike Michalak



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

459	25	3000 HIKES LN	LOUISVILLE	KY	40220	(502) 292-8002	Mike Michalak
681	1	93 CROSSFIELD DR	VERSAILLES	KY	40383	(859) 351-7996	Jack Thomas
1016	1	429 VILLAGE DR	PRESTONSBURG	KY	41653	(606) 226-2330	Aaron Jackson
1016	3	133 S. MAYO TRAIL	PIKEVILLE	KY	41501	(606) 226-2330	Aaron Jackson
1016	4	98 WHITESBURG PLAZA	WHITESBURG	KY	41858	(606) 226-2330	Aaron Jackson
1016	5	137 HIGHWAY 15 NORTH	JACKSON	KY	41339	(606) 226-2330	Aaron Jackson
1016	6	22 W COLLEGE AVE.	STANTON	KY	40380	(606) 226-2330	Aaron Jackson
1016	7	625 PRESTONBURG ST	WEST LIBERTY	KY	41472	(606) 226-2330	Aaron Jackson
1016	8	175 PARKWAY DRIVE	SALYERSVILLE	KY	41465	(606) 226-2330	Aaron Jackson
1016	9	20 HIGHWAY 319	BELFRY	KY	41514	(606) 226-2330	Aaron Jackson
1016	10	3960 N MAYO TR	PIKEVILLE	KY	41501	(606) 226-2330	Aaron Jackson
1016	11	231 INDIAN MOUND DRIVE	MOUNT STERLING	KY	40353	(606) 226-2330	Aaron Jackson
1016	12	327 N MAYO TR	PAINTSVILLE	KY	41240	(606) 226-2330	Aaron Jackson
1085	2	1512 N DIXIE AVE	ELIZABETHTOWN	KY	42701	(270) 877-6249	Mike Fink
1085	5	445 HIGHWAY 44 EAST STE 11	SHEPHERDSVILLE	KY	40165	(270) 877-6249	Mike Fink
1122	7	3031 RICHMOND ROAD STE 110	LEXINGTON	KY	40509	(859) 227-4573	Julian Gorham
1122	8	3601 WALDEN DRIVE	LEXINGTON	KY	40517	(859) 227-4573	Julian Gorham
1122	10	3805 DYLAN PL STE 110	LEXINGTON	KY	40514	(859) 227-4573	Julian Gorham
1122	12	135 E. NEW CIRCLE RD., STE 110	LEXINGTON	KY	40505	(859) 227-4573	Julian Gorham
1122	15	2003 VERSAILLES RD	LEXINGTON	KY	40504	(859) 227-4573	Julian Gorham
1229	1	1539 US 68	MAYSVILLE	KY	41056	(304) 942-4884	Scott GOODWIN
1241	1	US 23 OLD BYPASS	LOUISA	KY	41230	(304) 638-7122	Chuck McKittrick
1357	1	116 N PINE ST	PINEVILLE	KY	40977	(606) 622-4277	Kylee Corey
1357	2	165 VILLAGE LANE	HAZARD	KY	41701	(606) 622-4277	Kylee Corey
1457	1	560 LONE OAK RD	PADUCAH	KY	42003	(270) 217-6987	John Doughty
1478	1	421 ETTER DR	NICHOLASVILLE	KY	40356	(859) 327-1361	Robbie Gorham
1549	1	1842 S MAIN ST	PARIS	KY	40361	(248) 462-3051	Jim Stark
1549	3	7926 ALEXANDRIA PIKE	ALEXANDRIA	KY	41001	(248) 462-3051	Jim Stark
1760	1	2916 FORT CAMPBELL BLVD UNIT A	HOPKINSVILLE	KY	42240	(270) 348-3096	Russ Guffey
1878	1	2727 S HIGHWAY 421 STE 5	MANCHESTER	KY	40962	(606) 813-1113	LeeAnn Smith
1878	2	3705 WEST CUMBERLAND AVE	MIDDLESBORO	KY	40965	(606) 813-1113	LeeAnn Smith
2055	1	1561 RICHMOND RD	IRVINE	KY	40336	(606) 975-4338	Lelia Elam
2055	5	1910 BYPASS ROAD	WINCHESTER	KY	40391	(606) 975-4338	Lelia Elam
2092	1	140 VERSAILLES RD.	FRANKFORT	KY	40601	(859) 333-5838	Sarai Winchell

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

2092	2	103 FINLEY DRIVE	GEORGETOWN	KY	40324	(859) 333-5838	Sarai Winchell
3028	3	1204 PARIS RD STE 5B	MAYFIELD	KY	42066	(270) 705-2403	Anthony Jones
3028	4	500-B SOUTH 12TH STREET	MURRAY	KY	42071	(270) 705-2403	Anthony Jones
3240	1	706 S MAIN ST	LEITCHFIELD	KY	42754	(256) 603-3927	Jerry Holt
3264	1	406 W 5TH ST	BENTON	KY	42025	(270) 703-9862	Kent Hall
3268	1	122 LIBERTY SQUARE	LIBERTY	KY	42539	(859) 200-8763	Macy Bloomer
3268	2	762 S COLLEGE ST	HARRODSBURG	KY	40330	(859) 200-8763	Macy Bloomer
3268	3	1500 HUSTONVILLE RD	DANVILLE	KY	40422	(859) 200-8763	Macy Bloomer
3268	4	112 CYRIL CIRCLE	LEBANON	KY	40033	(859) 200-8763	Macy Bloomer
3268	5	1004 BYPASS NORTH	LAWRENCEBURG	KY	40342	(859) 200-8763	Macy Bloomer
3269	1	801-A CAMPBELL LANE	BOWLING GREEN	KY	42104-4281	(901) 299-9284	Ryan Turtle
3269	2	430 US 31 W. BYPASS STE 1	BOWLING GREEN	KY	42101-1754	(901) 299-9284	Ryan Turtle
3269	3	913 S MAIN ST	FRANKLIN	KY	42134	(901) 299-9284	Ryan Turtle
3272	1	204 US 62 W	PRINCETON	KY	42445	(270) 963-2012	John Jagers
3272	2	1030 NORTH MAIN ST.	MADISONVILLE	KY	42431	(270) 963-2012	John Jagers
3272	4	455 BYPASS RD	BRANDENBURG	KY	40108	(270) 963-2012	John Jagers
3349	2	121 LINCOLN PLAZA	STANFORD	KY	40484	(606) 643-5620	Jerry Arnold
3349	3	1970 RICHMOND STREET	MOUNT VERNON	KY	40456	(606) 643-5620	Jerry Arnold
3381	1	94 S HIGHWAY 421	HARLAN	KY	40831	(606) 573-4063	Curtis Parsons
3414	1	403 STANFORD ST	LANCASTER	KY	40444	(606) 341-0064	Kimberly King
3414	2	290 VAN METER RD	WINCHESTER	KY	40391	(606) 341-0064	Kimberly King
3414	3	1200 US 27 SOUTH	CYNTHIANA	KY	41031	(606) 341-0064	Kimberly King
3414	4	55 JB SHANNON DR	FLEMINGSBURG	KY	41041	(606) 341-0064	Kimberly King
3414	5	12056 CAMPTON RD	SLADE	KY	40376	(606) 341-0064	Kimberly King
3414	6	9630 HIGHWAY 15 S	JACKSON	KY	41339	(606) 341-0064	Kimberly King
3414	7	264 W CUMBERLAND GAP PKWY	CORBIN	KY	40701	(606) 341-0064	Kimberly King
3471	1	3429 FREDERICA STREET	OWENSBORO	KY	42301	(270) 315-2140	Randy Scalf
3471	2	1650 STARLITE DR STE M	OWENSBORO	KY	42301	(270) 315-2140	Randy Scalf
3516	1	1445 Newtown Center Way	Lexington	KY	40511	(859) 523-9310	Steve Estep
3516	2	41 Jordan's Way	Somerset	KY	42501	(859) 523-9310	Steve Estep
3527	1	1601 ASHLAND RD.	GREENUP	KY	41144	(606) 254-7197	Jeffrey Elswick
3626	2	995 S HIGHWAY 25 W	WILLIAMSBURG	KY	40769	(423) 349-6204	Craig McClure
3626	5	55 OAKS LN	WHITLEY CITY	KY	42653	(423) 349-6204	Craig McClure
3631	5	2539 SUITE A HWY. 41 N	HENDERSON	KY	42420	(856) 577-1106	Mitesh Bhavsar

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3634	1	204 DOHONEY TRACE	COLUMBIA	KY	42728	(606) 305-4002	Dustin Simpson
3638	1	529 N 22ND ST	LOUISVILLE	KY	40203	(502) 817-6205	Eric Hodge
3653	1	1405 W EVERLY BROTHERS BLVD	CENTRAL CITY	KY	42330		Zach Strong
<b>3767</b>	<b>1</b>	1607 MADISON AVE.	COVINGTON	KY	41011	(304) 736-6658	Vicki Dunn-Marshall
<b>3767</b>	<b>2</b>	4224 DIXIE HWY	ERLANGER	KY	41018	(304) 736-6658	Vicki Dunn-Marshall
<b>3767</b>	<b>3</b>	8215 US 42	FLORENCE	KY	41042	(304) 736-6658	Vicki Dunn-Marshall
1494	1	2307 E TEXAS ST	BOSSIER CITY	LA	71111	(832) 217-6598	irfaan lalani
1494	2	244 KEYSER AVE	NATCHITOCHE	LA	71457	(832) 217-6598	irfaan lalani
1585	7	2537 HOLLYWOOD AVE	SHREVEPORT	LA	71108	(254) 722-7256	Vinnie Patel
1585	8	9162 MANSFIELD RD	SHREVEPORT	LA	71118	(254) 722-7256	Vinnie Patel
1585	11	1106 SHREVEPORT BARKDALE HWY STE 101	SHREVEPORT	LA	71105	(254) 722-7256	Vinnie Patel
1585	14	7007 PINES RD	SHREVEPORT	LA	71129	(254) 722-7256	Vinnie Patel
1602	1	1020 MACARTHUR DR.	ALEXANDRIA	LA	71303	(318) 623-0595	Jeremy Duncan
1602	3	2865 AMBASSADOR CAFFERY STE 101-B	LAFAYETTE	LA	70506	(318) 623-0595	Jeremy Duncan
1602	6	2041 N MALL DR SUITE D	ALEXANDRIA	LA	71303	(318) 623-0595	Jeremy Duncan
1602	7	3125 HIGHWAY 28 EAST	PINEVILLE	LA	71360	(318) 623-0595	Jeremy Duncan
1602	8	1231 UNION ST	OPELOUSAS	LA	71106	(318) 623-0595	Jeremy Duncan
1602	9	111 W WILLOW ST	LAFAYETTE	LA	70501	(318) 623-0595	Jeremy Duncan
1602	10	409 E PRIEN LAKE RD	LAKE CHARLES	LA	70607	(318) 623-0595	Jeremy Duncan
<b>1632</b>	<b>180</b>	2211 BARATARIA BLVD. STE. 101	MARRERO	LA	70072	(801) 913-1159	Josh Hill
<b>1632</b>	<b>181</b>	1650 GRETNA BLVD. UNIT 3	HARVEY	LA	70058	(801) 913-1159	Josh Hill
<b>1632</b>	<b>182</b>	1170 TERRY PARKWAY	TERRYTOWN	LA	70056	(801) 913-1159	Josh Hill
<b>1632</b>	<b>184</b>	925 E. JUDGE PEREZ SUITE 5	CHALMETTE	LA	70043	(801) 913-1159	Josh Hill
<b>1632</b>	<b>179</b>	1901 CANAL BLVD	THIBODAUX	LA	70301		
1635	1	1826 MARTIN LUTHER KING BLVD	HOUMA	LA	70360	(985) 855-3263	Jamie Darcey
1635	2	836 GRAND CAILLOU RD STE 3	HOUMA	LA	70363	(985) 855-3263	Jamie Darcey
1762	1	2916 CYPRESS STREET	WEST MONROE	LA	71291	(318) 348-5523	Marty Ballard
1762	2	103 NORTH SERVICE RD. E. STE.3	RUSTON	LA	71270	(318) 348-5523	Marty Ballard
1762	3	1800 FORSYTHE STE 3	MONROE	LA	71201	(318) 348-5523	Marty Ballard
1762	10	5400 CYPRESS ST	WEST MONROE	LA	71291	(318) 348-5523	Marty Ballard
1772	1	3113 DAVID DR	METAIRIE	LA	70003	(210) 685-2310	Mac McFadden
1864	1	720 E ADMIRAL DOYLE DR	NEW IBERIA	LA	70560	(337) 577-2296	Danny ott
1864	2	1701-C LAUREL	EUNICE	LA	70535	(337) 577-2296	Danny ott
1864	3	3001 VETERANS MEMORIAL HWY	ABBEVILLE	LA	70510	(337) 577-2296	Danny ott

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

2084	1	111 WEST MCNEESE ST	LAKE CHARLES	LA	70605	(318) 623-0595	Jeremy Duncan
2084	2	1706 RUTH ST	SULPHUR	LA	70663	(318) 623-0595	Jeremy Duncan
3077	<b>3468</b>	46011 N PUMA DR	HAMMOND	LA	70401	(904) 860-1355	Petra Arellano
3231	1	414 SUPERIOR AVE	BOGALUSA	LA	70427	(601) 303-1504	Russell (Rusty) Raybo
3239	1	5741 CROWDER BLVD STE B7	NEW ORLEANS	LA	70127	(909) 952-8330	Bapa Patel
3239	2	3000 LOYOLA DR, SUITE D	KENNER	LA	70065	(909) 952-8330	Bapa Patel
3267	2	920 W PINE ST	PONCHATOULA	LA	70454	(205) 531-7690	Mike Deal
3396	2	392 SAM HOUSTON JONES PKWY	LAKE CHARLES	LA	70611	(225) 803-1871	Keith Zinger
3412	67	4222 GOVERNMENT ST.	BATON ROUGE	LA	70806	(304) 541-6377	James White
3412	69	4592 S SHERWOOD FOREST BLVD STE A	BATON ROUGE	LA	70816	(304) 541-6377	James White
3412	74	9634 AIRLINE HWY STE 1A	BATON ROUGE	LA	70815	(304) 541-6377	James White
3412	75	14089 PLANK ROAD	BAKER	LA	70714	(304) 541-6377	James White
3412	78	105 FLORIDA BLVD WEST	DENHAM SPRINGS	LA	70726	(304) 541-6377	James White
3412	82	809 N AIRLINE HWY, SUITE 829	GONZALES	LA	70737	(304) 541-6377	James White
3412	83	17066 AIRLINE HIGHWAY	PRAIRIEVILLE	LA	70769	(304) 541-6377	James White
3412	84	10953 JOOR ROAD	BATON ROUGE	LA	70818	(304) 541-6377	James White
3412	92	9065 PERKINS RD STE A	BATON ROUGE	LA	70810	(304) 541-6377	James White
3412	112	28811 WALKER RD S	WALKER	LA	70785	(304) 541-6377	James White
3412	114	5875 MAIN ST STE J	ZACHARY	LA	70791	(304) 541-6377	James White
3510	1	637 TUNICA DR E	MARKSVILLE	LA	71351	(318) 419-7619	William Brittain
3544	1	481 ALBERTSON PKWY	BROUSSARD	LA	70518	(601) 941-0054	danny ott
3776	1	902 W OAK ST	AMITE	LA	70422	(813) 323-2493	Christopher Haggstro
3807	1	1500 SUGAR BOWL DR	NEW ORLEANS	LA	70112	(317) 407-5002	Bruce Kraus
1707	1	7 HILLDALE AVENUE	HAVERHILL	MA	1832	(781) 392-4608	Chris Elwell
1707	3	360 BROADWAY	LAWRENCE	MA	1841	(781) 392-4608	Chris Elwell
1707	7	24 UNION STREET	LYNN	MA	1902	(781) 392-4608	Chris Elwell
1707	9	430 BRIDGE ST	LOWELL	MA	1850	(781) 392-4608	Chris Elwell
1804	1	1090 ST JAMES AVE	SPRINGFIELD	MA	1104	(413) 788-8882	Sam berry
1804	3	749 MEMORIAL DR	CHICOPEE	MA	1020	(413) 788-8882	Sam berry
1813	1	33 MARIANO S. BISHOP BLVD	FALL RIVER	MA	2721	(313) 995-8069	Ali Tokko
1813	3	81 COGGESHALL ST UNIT D	NEW BEDFORD	MA	2740	(313) 995-8069	Ali Tokko
3103	1	628 AMERICAN LEGION HIGHWAY	ROSLINDALE	MA	2131	(313) 903-0624	Ali Berry
3524	1	1049 MAIN ST.	WORCESTER	MA	1603	(856) 777-2869	Natasha Javid
3524	2	386 SHREWSBURY ST	WORCESTER	MA	1604	(856) 777-2869	Natasha Javid

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3524	3	41 WORCESTER RD	WEBSTER	MA	1570	(856) 777-2869	Natasha Javaid
1110	1	1304 SMALLWOOD DR. W	WALDORF	MD	20603	(301) 653-2233	Gordon Fullerton
1110	2	28 SHINING WILLOW WAY	LA PLATA	MD	20646	(301) 653-2233	Gordon Fullerton
1334	27	837 EAST OAK ST	OAKLAND	MD	21550	(304) 594-2044	Howard Goodstein
1334	42	2815 CHESTNUT RIDGE RD	GRANTSVILLE	MD	21536	(304) 594-2044	Howard Goodstein
1334	45	1124 NATIONAL HWY	LAVALE	MD	21502	(304) 594-2044	Howard Goodstein
1334	49	434 E MAIN ST	HANCOCK	MD	21750	(304) 594-2044	Howard Goodstein
1618	28	5636 RITCHIE HWY	BALTIMORE	MD	21225	(617) 733-9795	Patrick OConnel
1618	29	8095-F EDWIN RAYNOR BOULEVARD	PASADENA	MD	21122	(617) 733-9795	Patrick OConnel
1618	59	7730 WISE AVE.	DUNDALK	MD	21222	(617) 733-9795	Patrick OConnel
1618	69	7562 GOVERNOR RITCHIE HWY	GLEN BURNIE	MD	21061	(617) 733-9795	Patrick OConnel
1618	72	176 N BURHANS BLVD	HAGERSTOWN	MD	21740	(617) 733-9795	Patrick OConnel
1883	1	18314 CONTOUR RD	GAITHERSBURG	MD	20877	(949) 525-7530	Mory Gholami
1883	3	13065 WISTERIA DR	GERMANTOWN	MD	20874	(949) 525-7530	Mory Gholami
1883	4	8775 CLOUDLEAP CT	COLUMBIA	MD	21045	(949) 525-7530	Mory Gholami
1883	5	11306 REISTERSTOWN RD	OWINGS MILLS	MD	21117	(949) 525-7530	Mory Gholami
1883	7	5850 SILVER HILL RD	DISTRICT HEIGHTS	MD	20747	(949) 525-7530	Mory Gholami
1883	8	1003 W PATRICK ST #8	FREDERICK	MD	21702	(949) 525-7530	Mory Gholami
1940	1	9425 ANNAPOLIS RD	LANHAM	MD	20706	(214) 300-5387	Irfaan Lalani
1940	7	5438 ANNAPOLIS RD	BLADENSBURG	MD	20710	(214) 300-5387	Irfaan Lalani
1940	10	3213 QUEENS CHAPEL RD	MT RAINIER	MD	20712	(214) 300-5387	Irfaan Lalani
1940	11	1137-A UNIVERSITY BLVD. EAST	TAKOMA PARK	MD	20912	(214) 300-5387	Irfaan Lalani
1940	14	2092 VEIRS MILL RD	ROCKVILLE	MD	20851	(214) 300-5387	Irfaan Lalani
1940	21	5815 GREENBELT RD UNIT B	BERWYN HEIGHTS	MD	20740	(214) 300-5387	Irfaan Lalani
3201	1	22650 THREE NOTCH RD	LEXINGTON PARK	MD	20653	(240) 938-0351	Wilfredo Valle
3326	1	2000 HAINES ST	BALTIMORE	MD	21230	(410) 935-6377	Majid Hussain
3499	1	1014 SOUTH SALISBURY BLVD.	SALISBURY	MD	21801	(559) 304-4480	Jaidev Kang
3500	1	505 SPRINGDALE ST.	CUMBERLAND	MD	21502	(678) 274-9923	David Carswell
3659	1	3431 FORT MEADE RD STE 14	LAUREL	MD	20724	(703) 975-8124	Mohammed Alam
3659	2	1127 ANNAPOLIS ROAD	ODENTON	MD	21113	(703) 975-8124	Mohammed Alam
3659	3	6313 YORK ROAD #313	BALTIMORE	MD	21212	(703) 975-8124	Mohammed Alam
3659	4	7603 HARFORD RD	PARKVILLE	MD	21234	(703) 975-8124	Mohammed Alam
3659	5	8716 LIBERTY ROAD	RANDALLSTOWN	MD	21133	(703) 975-8124	Mohammed Alam
3659	6	1225 EASTERN BLVD	ESSEX	MD	21221	(703) 975-8124	Mohammed Alam

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3659	7	6630 SECURITY BLVD	WOODLAWN	MD	21207	(703) 975-8124	Mohammed Alam
3659	8	2131 W PATAPSCO AVE	BALTIMORE	MD	21230	(703) 975-8124	Mohammed Alam
3659	9	3933 ERDMAN AVE	BALTIMORE	MD	21213	(703) 975-8124	Mohammed Alam
3762	1	175 NORTH EAST RD	NORTH EAST	MD	21901	(443) 846-4822	Malav Patel
3804	26	1197 E. PULASKI HWY.	ELKTON	MD	21921	(856) 425-8715	Kiren Patel
3825	1	1020 E BEARDS HILL RD	ABERDEEN	MD	21001	(818) 821-9738	Shawn Melis
3825	2	5 RED PUMP ROAD	BEL AIR	MD	21014	(818) 821-9738	Shawn Melis
3388	1	532 MAIN STREET	SACO	ME	4072	(816) 548-6206	Giovanni "Joel" Deloc
3388	2	741 ROOSEVELT TRAIL UNIT 2	WINDHAM	ME	04062-5269	(816) 548-6206	Giovanni "Joel" Deloc
3388	3	200 GALLERY BLVD STE B	SCARBOROUGH	ME	4074	(816) 548-6206	Giovanni "Joel" Deloc
<b>3644</b>	<b>4</b>	279 CENTER ST	AUBURN	ME	4210	(702) 682-9897	James Allen
<b>3644</b>	<b>5</b>	383 WILSON ST	BREWER	ME	4412	(702) 682-9897	James Allen
7	1	1944 W STADIUM BOULEVARD	ANN ARBOR	MI	48103	(734) 649-6670	Kevin Stephens
25	1	3475 E NORTH UNION ROAD	BAY CITY	MI	48706	(989) 529-9850	Chris LaFramboise
25	2	1006 LAFAYETTE	BAY CITY	MI	48708	(989) 529-9850	Chris LaFramboise
25	3	2612 CENTER AVENUE	BAY CITY	MI	48708	(989) 529-9850	Chris LaFramboise
26	1	3783 DIXIE HIGHWAY	SAGINAW	MI	48601	(989) 233-3388	Dave Rapin
26	2	3625 DAVENPORT AVE	SAGINAW	MI	48602	(989) 233-3388	Dave Rapin
26	5	603 W GENESEE AVE	SAGINAW	MI	48602	(989) 233-3388	Dave Rapin
26	6	904 GRATIOT AVE	SAGINAW	MI	48602	(989) 233-3388	Dave Rapin
26	7	5041 STATE STREET	SAGINAW	MI	48603	(989) 233-3388	Dave Rapin
33	2	1404 24TH STREET	PORT HURON	MI	48060	(810) 334-5987	Pat Pearson
33	4	4083 24TH AVE	FORT GRATIOT	MI	48059	(810) 334-5987	Pat Pearson
33	5	2055 GRATIOT BLVD STE S	MARYSVILLE	MI	48040	(810) 334-5987	Pat Pearson
69	4	1540 MAUMEE	ADRIAN	MI	49221	(517) 403-2527	Sean Cook
73	3	517 S MAIN ST	LAPEER	MI	48446	(517) 896-2110	Pamela Margetin
131	1	1840 N SAGINAW STREET	MIDLAND	MI	48640	(989) 948-3908	Charles Trapani
131	2	1114 S SAGINAW ROAD	MIDLAND	MI	48640	(989) 948-3908	Charles Trapani
131	3	1612 W WASHINGTON ST	GREENVILLE	MI	48838-2600	(989) 948-3908	Charles Trapani
131	8	324 S MISSION	MT. PLEASANT	MI	48858	(989) 948-3908	Charles Trapani
216	1	467 W SANILAC	SANDUSKY	MI	48471	(810) 537-4255	Cadi Baloh
216	3	3345 S. MAIN	MARLETTE	MI	48453	(810) 537-4255	Cadi Baloh
216	4	1767 S. CEDAR ST. (M-53)	IMLAY CITY	MI	48444	(810) 537-4255	Cadi Baloh
304	1	1221 E. FRONT STREET	TRAVERSE CITY	MI	49686	(231) 590-2275	Pat Buck

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

304	3	104 NORTHLAND PLAZA RDPLAZA STE A	KALKASKA	MI	49646	(231) 590-2275	Pat Buck
304	5	1535 S. DIVISION STE 110	TRAVERSE CITY	MI	49684	(231) 590-2275	Pat Buck
304	<b>201</b>	3970 US HWY 131 S SUITE A	CADILLAC	MI	49601		
424	2	1209 W BRADY	CHESANING	MI	48616	(989) 233-3388	Dave Rapin
424	3	3720 BAY ROAD	SAGINAW	MI	48603	(989) 233-3388	Dave Rapin
424	4	8420 MAIN ST.	BIRCH RUN	MI	48415	(989) 233-3388	Dave Rapin
424	5	229 N. MAIN	FRANKENMUTH	MI	48734	(989) 233-3388	Dave Rapin
424	6	8015 GRATIOT	SAGINAW	MI	48609	(989) 233-3388	Dave Rapin
424	7	7610 MIDLAND ROAD	FREELAND	MI	48623	(989) 233-3388	Dave Rapin
1004	3	3751 BALDWIN	ORION TWP	MI	48359	(248) 515-2185	nathan angona
1004	12	7926 COOLEY LAKE ROAD	WATERFORD	MI	48327	(248) 515-2185	nathan angona
1004	13	2701 BENSTEIN ROAD	COMMERCE TOWNSHIP	MI	48390	(248) 515-2185	nathan angona
1143	1	106 N BROADWAY	LAKE ORION	MI	48362	(248) 884-6204	Brian Pierse
1143	2	89 WEST BURDICK	OXFORD	MI	48371	(248) 884-6204	Brian Pierse
1179	1	1462 E. GRAND RIVER	PORTLAND	MI	48875	(517) 490-9504	Sarah Antaya
1190	1	216 N BROADWAY	HASTINGS	MI	49058	(616) 460-1126	David Koons
1200	1	129 N MAIN ST	THREE RIVERS	MI	49093	(219) 464-9536	Dan Hancock
1200	2	114 S CENTERVILLE RD	STURGIS	MI	49091	(219) 464-9536	Dan Hancock
1200	3	1244 S 11TH STREET	NILES	MI	49120	(219) 464-9536	Dan Hancock
1210	1	441 S MAIN ST	STANDISH	MI	48658	(989) 313-2033	ryan Strohkirch
1210	2	158 N. FIRST ST STE C	HARRISON	MI	48625	(989) 313-2033	ryan Strohkirch
1210	3	245 E CEDAR AVE	GLADWIN	MI	48624	(989) 313-2033	ryan Strohkirch
1210	4	716 N. MCEWAN ST.	CLARE	MI	48617	(989) 313-2033	ryan Strohkirch
1210	5	1135 W. CHISHOLM ST.	ALPENA	MI	49707	(989) 313-2033	ryan Strohkirch
1210	7	700 WEST BAY ST	EAST TAWAS	MI	48730	(989) 313-2033	ryan Strohkirch
1210	8	3570 HOUGHTON LAKE DR	HOUGHTON LAKE	MI	48629	(989) 313-2033	ryan Strohkirch
1221	1	3205 EAST COLBY ST	WHITEHALL	MI	49461	(231) 557-7035	Trevor Buhl
1221	2	7153 WEST 48TH STREET	FREMONT	MI	49412	(231) 557-7035	Trevor Buhl
1221	3	270 S ADAMS ST	NEWAYGO	MI	49337	(231) 557-7035	Trevor Buhl
1221	4	485 N WHITEHALL ROAD	NORTH MUSKEGON	MI	49445	(231) 557-7035	Trevor Buhl
1221	5	2958 HENRY	MUSKEGON	MI	49441	(231) 557-7035	Trevor Buhl
1221	6	2315 E APPLE AVE	MUSKEGON	MI	49441	(231) 557-7035	Trevor Buhl
1235	1	3491 WILDWOOD	JACKSON	MI	49202	(517) 206-4681	Jen Barnett
1237	1	7211 ALLEN ROAD	ALLEN PARK	MI	48101	(313) 779-3387	Chris Richards

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1237	2	23110 OUTER DRIVE	ALLEN PARK	MI	48101	(313) 779-3387	Chris Richards
1251	1	29205 DEQUINDRE ROAD	MADISON HEIGHTS	MI	48071	(586) 215-4526	Christine VanLacken
1251	2	4973 LIVERNOIS ROAD	TROY	MI	48098	(586) 215-4526	Christine VanLacken
1283	1	66858 GRATIOT	RICHMOND	MI	48062	(586) 646-4575	Kevin Briggs
1287	2	301 W WASHINGTON STREET	MARQUETTE	MI	49855	(970) 456-5502	Christine Markey
1287	13	2401 LUDINGTON	ESCANABA	MI	49829	(970) 456-5502	Christine Markey
1288	8	23159 21 MILE ROAD	MACOMB	MI	48042	(586) 405-8792	Louis Asher
1288	9	18500 WEST OUTER DRIVE	DEARBORN	MI	48128	(586) 405-8792	Louis Asher
1288	10	1820 EAST AUBURN AVENUE	ROCHESTER HILLS	MI	48307	(586) 405-8792	Louis Asher
1293	1	2100 WOODWARD AVE	DETROIT	MI	48201	(863) 413-4176	Tom Higley
1293	4	2645 WOODWARD AVE	DETROIT	MI	48201	(863) 413-4176	Tom Higley
1303	1	15574 MIDDLEBELT	LIVONIA	MI	48154	(248) 866-8687	Ali Nehmeh
1303	2	21019 FARMINGTON ROAD	FARMINGTON HILLS	MI	48336	(248) 866-8687	Ali Nehmeh
1324	1	2220 ASHMUN ST.	SAULT SAINTE MARIE	MI	49783	(906) 440-7257	Julie Fox
1338	2	3146 SOUTH WESTNEDGE	KALAMAZOO	MI	49008	(269) 349-7900	Kelly Hogarth
1338	3	4250 WEST MAIN	KALAMAZOO	MI	49006-3734	(269) 349-7900	Kelly Hogarth
1338	4	6011 S WESTNEDGE	PORTAGE	MI	49002	(269) 349-7900	Kelly Hogarth
1338	5	3814 W CENTRE AVE	PORTAGE	MI	49024	(269) 349-7900	Kelly Hogarth
1338	6	1307 EAST M-89	PLAINWELL	MI	49080	(269) 349-7900	Kelly Hogarth
1338	7	884 MARSHALL RD	ALLEGAN	MI	49010	(269) 349-7900	Kelly Hogarth
1338	8	13218 N. US 131	SCHOOLCRAFT	MI	49087	(269) 349-7900	Kelly Hogarth
1338	9	5460 GULL ROAD	KALAMAZOO	MI	49048	(269) 349-7900	Kelly Hogarth
1338	10	315 E MICHIGAN	PAW PAW	MI	49079	(269) 349-7900	Kelly Hogarth
1338	12	507 N PARK ST	KALAMAZOO	MI	49007	(269) 349-7900	Kelly Hogarth
1338	13	930 PORTAGE STREET	KALAMAZOO	MI	49001	(269) 349-7900	Kelly Hogarth
1338	14	698 SW CAPITAL AVENUE	BATTLE CREEK	MI	49015	(269) 349-7900	Kelly Hogarth
1338	15	805 SUITE B NORTH CAPITAL AVE	BATTLE CREEK	MI	49017	(269) 349-7900	Kelly Hogarth
1338	16	817 SPRUCE ST	DOWAGIAC	MI	49047	(269) 349-7900	Kelly Hogarth
1338	18	1872 S M-139	BENTON HARBOR	MI	49022	(269) 349-7900	Kelly Hogarth
1382	3	35324 23 MILE RD.	NEW BALTIMORE	MI	48047-4435	(586) 405-8792	Norb Dams
1413	1	380 CARLETON RD	HILLSDALE	MI	49242	(517) 425-0955	Rick Massey
1413	2	1101 W. MICHIGAN AVENUE	MARSHALL	MI	49068	(517) 425-0955	Rick Massey
1437	1	505 W MAIN STREET	LOWELL	MI	49331	(616) 889-6956	Bruce Hoffman
1437	4	6062 KALAMAZOO	KENTWOOD	MI	49508-7018	(616) 889-6956	Bruce Hoffman

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1437	5	1231 S. STATE ROAD	IONIA	MI	48846	(616) 889-6956	Bruce Hoffman
1437	6	4325 BRETON SE	GRAND RAPIDS	MI	49512	(616) 889-6956	Bruce Hoffman
1482	1	121 HERRICK PARK DRIVE	TECUMSEH	MI	49286	(517) 902-4332	Eric Potter
1574	1	3321 STERNS ROAD	LAMBERTVILLE	MI	48144	(419) 509-3000	Kelly Redford
1575	1	2212 S M 76	WEST BRANCH	MI	48661	(989) 915-9694	Ann Tousciuk
1575	3	500 N LAKE STREET, STE G	BOYNE CITY	MI	49712	(989) 915-9694	Ann Tousciuk
1643	1	1437 N LEROY	FENTON	MI	48430	(810) 287-2388	Bill Talbot
1643	2	612 WEST BROAD STREET	LINDEN	MI	48451	(810) 287-2388	Bill Talbot
1644	2	6373 SASHABAW RD	CLARKSTON	MI	48346	(810) 343-1254	John Foguth
1737	1	7447 GRATIOT	DETROIT	MI	48213	(313) 909-7772	Brent Armstrong
1737	2	13222 WOODWARD AVE	HIGHLAND PARK	MI	48203	(313) 909-7772	Brent Armstrong
1737	3	7633 MICHIGAN AVENUE	DETROIT	MI	48210	(313) 909-7772	Brent Armstrong
1810	1	109 PARK DRIVE	CARO	MI	48723	(989) 551-3692	Diane Brown
1810	3	4518 LEACH ST	CASS CITY	MI	48726	(989) 551-3692	Diane Brown
1810	4	102 S MAIN ST STE A	PIGEON	MI	48755	(989) 551-3692	Diane Brown
1810	5	897 NORTH VAN DYKE ROAD, STE J	BAD AXE	MI	48413	(989) 551-3692	Diane Brown
1810	6	135 S HURON AVE	HARBOR BEACH	MI	48441	(989) 551-3692	Diane Brown
1810	7	996 W HURON ST	VASSAR	MI	48768	(989) 551-3692	Diane Brown
1834	4	33344 WOODWARD AVENUE	BIRMINGHAM	MI	48009	(801) 971-1474	Bob Angona
1834	5	42181 14 MILE RD	NOVI	MI	48377	(801) 971-1474	Bob Angona
1834	6	3648 WEST MAPLE ROAD	BLOOMFIELD TOWNSHIP	MI	48301	(801) 971-1474	Bob Angona
1997	1	3853 MONROE	DEARBORN	MI	48124	(248) 687-9814	Chris Moreno
1997	2	24492 W 10 MILE RD	SOUTHFIELD	MI	48034	(248) 687-9814	Chris Moreno
1997	3	25909 5 MILE	REDFORD	MI	48239	(248) 687-9814	Chris Moreno
2015	1	27301 HARPER AVE	SAINT CLAIR SHORES	MI	48040	(586) 899-5530	Chris Weatherly
3120	2	24756 COOLIDGE	OAK PARK	MI	48237	(248) 885-1466	Wail Hakim
3120	3	6078 WEST MAPLE	WEST BLOOMFIELD	MI	48322	(248) 885-1466	Wail Hakim
3149	2	619 PALMS AVENUE	ISHPEMING	MI	49849	(715) 395-9950	Mark Corbin
3149	3	521 N LAKE ST	IRONWOOD	MI	49938	(715) 395-9950	Mark Corbin
3149	4	1425 S. STEPHENSON HWY	IRON MOUNTAIN	MI	49801	(715) 395-9950	Mark Corbin
3149	5	2358 10TH STREET	MENOMINEE	MI	49858	(715) 395-9950	Mark Corbin
3152	1	19 S. GROESBECK	MT. CLEMENS	MI	48043	(586) 248-1759	Jeffrey Silverman
3159	1	1764 S ORTONVILLE RD SUITE 100	ORTONVILLE	MI	48462	(810) 343-1254	jake Foguth
3243	1	36630 GARFIELD	CLINTON TOWNSHIP	MI	48035	(586) 248-1759	Jeffrey Silverman

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3250	1	4556 HOWE RD	WAYNE	MI	48184	(734) 239-3643	Frank Sanchez
3250	2	9319 WAYNE RD	ROMULUS	MI	48174	(734) 239-3643	Frank Sanchez
3250	3	27437 EUREKA RD	ROMULUS	MI	48174	(734) 239-3643	Frank Sanchez
3250	10	11620 JOSEPH CAMPAU	HAMTRAMCK	MI	48212	(734) 239-3643	Frank Sanchez
3255	1	1494 SHELDON ROAD	PLYMOUTH	MI	48170	(734) 664-7302	Daniel Wanshon
3255	2	7229 CANTON CENTER ROAD	CANTON	MI	48187	(734) 664-7302	Daniel Wanshon
3255	3	38141 ANN ARBOR ROAD	LIVONIA	MI	48150	(734) 664-7302	Daniel Wanshon
3298	1	2797 WADHAMS RD	KIMBALL	MI	48074	(810) 357-8148	Patrick Lawrence
3314	1	15203 NORTH HOLLY RD	HOLLY	MI	48442	(248) 515-2185	Isaac Porter
3357	1	1783 WASHTENAW	YPSILANTI	MI	48197	(734) 635-3565	Sheena Plocharczyk
3357	2	1595 HOLMES RD. UNIT 4	YPSILANTI	MI	48198	(734) 635-3565	Sheena Plocharczyk
3357	3	799 N. Hewitt Rd.	Ypsilanti	MI	48197	(734) 635-3565	Sheena Plocharczyk
3357	4	799 N. Hewitt Rd.	Ypsilanti	MI	48197	(734) 635-3565	Sheena Plocharczyk
3357	1001	MOBILE FOOD TRUCK	YPSILANTI	MI	48197	(734) 635-3565	Sheena Plocharczyk
3357	1002	Mobile Food Truck #2	Ypsilanti	MI	48197	(734) 635-3565	Sheena Plocharczyk
3383	1	802 CLARK STREET	BIG RAPIDS	MI	49307	(248) 850-6220	Joseph Cairo
3383	2	4116 17 MILE ROAD	CEDAR SPRINGS	MI	49319	(248) 850-6220	Joseph Cairo
3383	3	6370 LAKE MICHIGAN DRIVE	ALLENDALE	MI	49401	(248) 850-6220	Joseph Cairo
3383	4	5720 W US HIGHWAY 10	LUDINGTON	MI	49431	(248) 850-6220	Joseph Cairo
3399	1	22359 GODDARD AVENUE	TAYLOR	MI	48180	(586) 933-7223	Mark LoDuca
3399	2	38960 CHERRY HILL RD	WESTLAND	MI	48185	(586) 933-7223	Mark LoDuca
3399	3	1171 S WAYNE ROAD	WESTLAND	MI	48186	(586) 933-7223	Mark LoDuca
3403	1	49126 PONTIAC TRAIL	WIXOM	MI	48393	(734) 776-8085	John Colliton
3422	1	527 W MAIN ST	MILAN	MI	48160	(734) 635-3565	Sheena Plocharczyk
3422	2	6901 STATE STREET	SALINE	MI	48176	(734) 635-3565	Sheena Plocharczyk
3423	1	7774 SASHABAW RD	CLARKSTON	MI	48348	(586) 944-8139	stacy bacevicius
3423	2	160 FESTIVAAL DR	ROCHESTER HILLS	MI	48309	(586) 944-8139	stacy bacevicius
3423	5	2211 WOODWARD AVE	DETOIT	MI	48201	(586) 944-8139	stacy bacevicius
3423	6	14900 METRO PKWY	STERLING HEIGHTS	MI	48312	(586) 944-8139	stacy bacevicius
3441	1	435 EAST CHICAGO	COLDWATER	MI	49036		Derek Turowski
3441	2	829 S MAIN	EATON RAPIDS	MI	48827		Derek Turowski
3441	3	515 LANSING STREET	CHARLOTTE	MI	48813		Derek Turowski
3441	5	5140 S CEDAR ST	LANSING	MI	48911		Derek Turowski
3441	6	3340 E LAKE LANSING RD	EAST LANSING	MI	48823		Derek Turowski

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3441	7	2902 N. GRAND RIVER	LANSING	MI	48906		Derek Turowski
3441	8	1203 E. GRAND RIVER	EAST LANSING	MI	48823		Derek Turowski
3441	9	2824 EAST GRAND RIVER	LANSING	MI	48912		Derek Turowski
3441	10	4124 WEST SAGINAW HWY	LANSING	MI	48917		Derek Turowski
3441	11	1639 HASLETT ROAD	HASLETT	MI	48840		Derek Turowski
3441	12	13070 S US 27	DEWITT	MI	48820		Derek Turowski
3441	13	3325 S MARTIN LUTHER KING BLVD	LANSING	MI	48910		Derek Turowski
3441	14	317 WEST GRAND RIVER	WILLIAMSTON	MI	48895		Derek Turowski
3441	15	227 N CEDAR	MASON	MI	48854		Derek Turowski
3441	16	615 SAGINAW HIGHWAY	GRAND LEDGE	MI	48837		Derek Turowski
3454	1	2214 W PIERSON ROAD	FLINT	MI	48504	(303) 217-3525	Kyle Plumb
3454	2	1063 BRISTOL RD	BURTON	MI	48529	(303) 217-3525	Kyle Plumb
3454	3	101 S DORT	FLINT	MI	48503	(303) 217-3525	Kyle Plumb
3454	4	201 EAST MAIN STREET	FLUSHING	MI	48433	(303) 217-3525	Kyle Plumb
3454	5	5523 FENTON ROAD	FLINT	MI	48507	(303) 217-3525	Kyle Plumb
3454	6	1059 S BALLENGER	FLINT	MI	48532-3824	(303) 217-3525	Kyle Plumb
3454	7	1081 SOUTH STATE STREET	DAVISON	MI	48423	(303) 217-3525	Kyle Plumb
3454	8	605 N GRAND TRAVERSE ST	FLINT	MI	48503	(303) 217-3525	Kyle Plumb
3454	9	3002 RICHFIELD	FLINT	MI	48506	(303) 217-3525	Kyle Plumb
3454	10	G-6042 NORTH SAGINAW	MOUNT MORRIS	MI	48458	(303) 217-3525	Kyle Plumb
3454	11	3064 E ATHERTON	BURTON	MI	48529-1039	(303) 217-3525	Kyle Plumb
3454	12	12500 SOUTH SAGINAW	GRAND BLANC	MI	48439	(303) 217-3525	Kyle Plumb
3454	13	11956 1/2 N SAGINAW RD	MT MORRIS	MI	48458	(303) 217-3525	Kyle Plumb
3454	14	2183 W. VIENNA	CLIO	MI	48420	(303) 217-3525	Kyle Plumb
3454	15	9041 MILLER ROAD	SWARTZ CREEK	MI	48473	(303) 217-3525	Kyle Plumb
3454	16	2509 FLUSHING ROAD	FLINT	MI	48504	(303) 217-3525	Kyle Plumb
3454	17	803 N SAGINAW	DURAND	MI	48429	(303) 217-3525	Kyle Plumb
3454	18	3029 E. HILL ROAD	GRAND BLANC	MI	48439	(303) 217-3525	Kyle Plumb
3454	19	1193 S BELSAY RD	BURTON	MI	48509-1915	(303) 217-3525	Kyle Plumb
3454	20	5028 RICHFIELD RD	FLINT	MI	48506	(303) 217-3525	Kyle Plumb
3454	21	1440 S. LINDEN	FLINT	MI	48532	(303) 217-3525	Kyle Plumb
3454	22	19949 W. 12 MILE ROAD	SOUTHFIELD	MI	48076	(303) 217-3525	Kyle Plumb
3455	1	505 TOWNE CENTER DR	MIDDLEVILLE	MI	49333	(616) 534-2181	Loren Hoppen
3455	2	1604 POST DR NE	BELMONT	MI	49306	(616) 534-2181	Loren Hoppen

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3503	1	4700 CASCADE ROAD SE	GRAND RAPIDS	MI	49546	(810) 360-5722	Ryne Bilderbeck
3503	2	1151 RANDALL ST	COOPERSVILLE	MI	49404	(810) 360-5722	Ryne Bilderbeck
3503	3	618 E SAVIDGE #2	SPRING LAKE	MI	49456	(810) 360-5722	Ryne Bilderbeck
3543	1	453 NORTH PERRY STREET	PONTIAC	MI	48342	(303) 217-3525	Kyle Plumb
3543	2	145 S. TELEGRAPH	PONTIAC	MI	48341	(303) 217-3525	Kyle Plumb
3543	4	5951 HIGHLAND RD	WHITE LAKE	MI	48383	(303) 217-3525	Kyle Plumb
3543	5	5961 HIGHLAND ROAD	WATERFORD	MI	48327	(303) 217-3525	Kyle Plumb
3543	6	4706 W. WALTON BLVD.	WATERFORD	MI	48329	(303) 217-3525	Kyle Plumb
3543	7	630 HIGHLAND AVENUE	MILFORD	MI	48381	(303) 217-3525	Kyle Plumb
3565	1	1901 BALDWIN ST.	JENISON	MI	49428	(616) 551-2771	Daniel Worst
3565	2	4375 CHICAGO DRIVE SW	GRANDVILLE	MI	49418	(616) 551-2771	Daniel Worst
3565	3	725 28TH STREET	WYOMING	MI	49509	(616) 551-2771	Daniel Worst
3565	4	1245 LEONARD STREET NW	GRAND RAPIDS	MI	49504	(616) 551-2771	Daniel Worst
3565	5	5442 S DIVISION	KENTWOOD	MI	49548-5721	(616) 551-2771	Daniel Worst
3565	6	2587 SW 84TH ST	BYRON CENTER	MI	49315	(616) 551-2771	Daniel Worst
3565	7	3556 BYRON CENTER AVE. SW	WYOMING	MI	49519	(616) 551-2771	Daniel Worst
3565	8	4676 32ND AVE SUITE A	HUDSONVILLE	MI	49426-8015	(616) 551-2771	Daniel Worst
3565	9	735 FULTON ST W	GRAND RAPIDS	MI	49504	(616) 551-2771	Daniel Worst
3565	10	4335 LAKE MICHIGAN DRIVE	WALKER	MI	49544	(616) 551-2771	Daniel Worst
3565	11	1118 W SUPERIOR	WAYLAND	MI	49348	(616) 551-2771	Daniel Worst
3565	12	9175 CHERRY VALLEY	CALEDONIA	MI	49316	(616) 551-2771	Daniel Worst
3565	13	4500 WEST RIVER DR NE	COMSTOCK PARK	MI	49321	(616) 551-2771	Daniel Worst
3571	1	48904 VAN DYKE	SHELBY TWP	MI	48317	(810) 941-1779	Kyle Pearson
3574	2	825 E LAKETON	MUSKEGON	MI	49442	(269) 223-3454	Zane Gay
3579	1	2045 EASTERN	GRAND RAPIDS	MI	49507	(303) 217-3525	Kyle Plumb
3579	2	380 E DIVISION ST NE	ROCKFORD	MI	49341	(303) 217-3525	Kyle Plumb
3579	3	2000 FULLER	GRAND RAPIDS	MI	49505	(303) 217-3525	Kyle Plumb
3579	4	545 STATE ST.	SPARTA	MI	49345	(303) 217-3525	Kyle Plumb
3579	5	4089 ALPINE AVE.	COMSTOCK PARK	MI	49321-8376	(303) 217-3525	Kyle Plumb
3579	6	4016 PLAINFIELD AVENUE NE	GRAND RAPIDS	MI	49525	(303) 217-3525	Kyle Plumb
3603	1	29235 W. 11 MILE RD	FARMINGTON HILLS	MI	48336	(248) 931-0019	Justin Pattah
3614	1	5113 N US HIGHWAY 23	OSCODA	MI	48750	(989) 915-2765	Geoffrey King
3625	1	2102 E MICHIGAN	JACKSON	MI	49202-3733	(248) 881-3339	Eric Oles
3625	2	1234 S WEST AVENUE	JACKSON	MI	49203	(248) 881-3339	Eric Oles

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3641	1	5604 M 72 HWY WEST	GRAYLING	MI	49738	(231) 409-9559	Tim Carlson
3641	2	120 CYPRESS ST	MANISTEE	MI	49660	(231) 409-9559	Tim Carlson
3641	3	702 S MAIN	CHEBOYGAN	MI	49721	(231) 409-9559	Tim Carlson
3641	4	1099 US 31 NORTH	PETOSKEY	MI	49770	(231) 409-9559	Tim Carlson
3641	5	250 S LAKE ST	EAST JORDAN	MI	49727	(231) 409-9559	Tim Carlson
3641	6	1390 MAIN STREET WEST	GAYLORD	MI	49735	(231) 409-9559	Tim Carlson
<b>3647</b>	<b>23</b>	31541 HARPER AVENUE	ST CLAIR SHORES	MI	48082	(724) 328-0007	Jay Patel
<b>3647</b>	<b>24</b>	22111 GREATER MACK AVENUE	ST CLAIR SHORES	MI	48080	(724) 328-0007	Jay Patel
<b>3647</b>	<b>25</b>	16125 EAST TEN MILE ROAD	EASTPOINTE	MI	48021	(724) 328-0007	Jay Patel
<b>3647</b>	<b>26</b>	39050 VAN DYKE AVE	STERLING HEIGHTS	MI	48313	(724) 328-0007	Jay Patel
3687	1	121 S MAIN ST	YALE	MI	48097	(810) 387-2111	Uday Shamou
3703	1	41920 HAYES	CLINTON TWP	MI	48038	(248) 320-2569	Kenneth DeLano
3703	2	47069 HAYES	SHELBY TWP	MI	48315	(248) 320-2569	Kenneth DeLano
3703	3	27667 23 MILE ROAD	CHESTERFIELD TWP	MI	48051	(248) 320-2569	Kenneth DeLano
3704	1	172 NORTH RIVER ROAD	HOLLAND	MI	49424	(810) 360-5722	Ryne Bilderbeck
3704	2	716 CHICAGO DRIVE	HOLLAND	MI	49423	(810) 360-5722	Ryne Bilderbeck
3704	3	723 AYLWORTH	SOUTH HAVEN	MI	49090	(810) 360-5722	Ryne Bilderbeck
3709	1	42440 FORD ROAD	CANTON	MI	48187	(248) 790-8927	Frank Hakim
3712	1	53101 SHELBY ROAD	SHELBY TOWNSHIP	MI	48316	(586) 932-7384	Kevin Hoppe
3734	1	34850 WEST WARREN ROAD	WESTLAND	MI	48185	(559) 786-4093	Mandeep Singh
3736	1	26190 CROCKER BLVD	HARRISON TOWNSHIP	MI	48045	(313) 506-6073	Michael Romanelli
3763	1	1124 ROBBINS ROAD	GRAND HAVEN	MI	49417	(810) 360-5722	Ryne Bilderbeck
3771	1	101 WEST MONTEZUMA AVE	HOUGHTON	MI	49931	(517) 290-2842	Emily Storm
3789	1	30820 SOUTHFIELD ROAD	SOUTHFIELD	MI	48076	(248) 763-6303	Mike Kariko
3792	1	2658 POINTE TREMBLE RD.	ALGONAC	MI	48001	(810) 656-9622	Robert Sheets
3799	1	2410 EAST M-21	CORUNNA	MI	48817	(517) 230-2368	Drew Pollack
3799	2	400 E. MAIN ST.	OWOSSO	MI	48867	(517) 230-2368	Drew Pollack
3799	3	1500 WRIGHT AVE	ALMA	MI	48801	(517) 230-2368	Drew Pollack
3799	4	800 S US HIGHWAY 27	ST JOHNS	MI	48879	(517) 230-2368	Drew Pollack
3801	1	18310 W CHICAGO BLVD	DETROIT	MI	48228	(586) 219-6490	Rana Younan
3805	1	7793 26 MILE RD.	WASHINGTON TOWNSHIP	MI	48094	(586) 453-4314	Kristie Biggs
3812	1	2000 BRUSH ST	DETROIT	MI	48226	(313) 262-2257	Laura Kacir
3827	1	46866 ROMEO PLANK RD	MACOMB	MI	48044	(586) 945-2431	Jeff Tamachaski
3827	2	3223 SOUTH BLVD	AUBURN HILLS	MI	48326	(586) 945-2431	Jeff Tamachaski

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3827	3	151 S MAIN STREET	ROMEO	MI	48065	(586) 945-2431	Jeff Tamachaski
3827	4	52895 HAYES RD.	SHELBY TOWNSHIP	MI	48315	(586) 945-2431	Jeff Tamachaski
5090	1	2901 GRAND RIVER AVENUE	DETROIT	MI	48201	(313) 549-5548	Joel Bota
1364	1	135 2ND STREET S	SARTELL	MN	56377	(320) 251-8863	Marty Malinen
1364	2	2021 W DIVISION ST	ST CLOUD	MN	56301	(320) 251-8863	Marty Malinen
1746	1	1563 7TH STREET EAST	MONTICELLO	MN	55362	(612) 599-3593	Gary Persons
1816	1	1150 S RIVERFRONT DRIVE	MANKATO	MN	56001	(507) 380-0330	Craig Frandsen
2083	2	1529 EAST HIGHWAY 14 STE 300	ROCHESTER	MN	55904	(507) 951-2960	Nathan Aaland
3019	1	2706 W. MICHIGAN STREET	DULUTH	MN	55806	(218) 940-8140	Michelle Rapp
3036	1	818 YELLOW BRICK RD	CHASKA	MN	55318	(612) 386-5876	Joshua Flom
3149	1	707 HIGHWAY 33 SOUTH	CLOQUET	MN	55720	(715) 395-9950	Mark Corbin
3187	4	1504 PAUL BUNYAN DRIVE	BEMIDJI	MN	56601	(701) 580-1831	Dan Provost
3429	1	940 FRONTENAC DR	WINONA	MN	55987	(507) 313-6951	Paul van Eijl
3505	1	3860 150TH STREET	ROSEMOUNT	MN	55068	(651) 216-1373	Thomas Benusa
3505	2	8446 TAMARACK VILLAGE #206	WOODBURY	MN	55125	(651) 216-1373	Thomas Benusa
3505	3	966-B PRAIRIE CENTER DR	EDEN PRAIRIE	MN	55344	(651) 216-1373	Thomas Benusa
3505	4	6485 CAHILL AVE	INVER GROVE HEIGHTS	MN	55076	(651) 216-1373	Thomas Benusa
3505	5	17653 GLASGOW AVE	LAKEVILLE	MN	55044	(651) 216-1373	Thomas Benusa
3595	1	807 WASHINGTON ST	BRAINERD	MN	56401	(507) 279-9911	Russell Kiker
<b>3684</b>	<b>1</b>	890 ARCADE	ST PAUL	MN	55106	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>2</b>	2218 E LAKE ST STE A	MINNEAPOLIS	MN	55407	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>3</b>	902 WEST BROADWAY AVE	MINNEAPOLIS	MN	55411	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>4</b>	1688 WHITE BEAR AVE	MAPLEWOOD	MN	55109	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>5</b>	1115 S ROBERT STREET	ST PAUL	MN	55118	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>6</b>	2581 COUNTY ROAD 10	MOUNDS VIEW	MN	55112	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>7</b>	3450 124TH AVE. SUITE 108	COON RAPIDS	MN	55433	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>8</b>	1246 COUNTY ROAD 42 WEST	BURNSVILLE	MN	55337	(423) 432-0385	Andy Abbajay
<b>3684</b>	<b>9</b>	5605 XERXES AVENUE NORTH STE G	BROOKLYN CENTER	MN	55430	(423) 432-0385	Andy Abbajay
597	2	2120 MITCHELL AVENUE	SAINT JOSEPH	MO	64507	(816) 617-2477	Jennifer Martin
597	3	3304 ASHLAND AVE.	ST JOSEPH	MO	64506	(816) 617-2477	Jennifer Martin
669	4	316 PORTER WAGONER BLVD.	WEST PLAINS	MO	65775	(870) 416-0917	Erik Eby
1137	5	2407 MISSOURI BLVD	JEFFERSON CITY	MO	65109	(573) 690-8150	John Nappier
1138	2	1013 KINGSHIGHWAY ST	ROLLA	MO	65401	(573) 619-8997	Bret Gerard
1141	2	2438 HIGHWAY K	O FALLON	MO	63368	(636) 544-1709	Joe Gittemeier

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1176	1	310 N KINGSHIGHWAY	CAPE GIRARDEAU	MO	63701	(573) 225-3017	Jordan Weiss
1176	2	1051 E MALONE	SIKESTON	MO	63801	(573) 225-3017	Jordan Weiss
1176	3	705 E JACKSON BLVD	JACKSON	MO	63755	(573) 225-3017	Jordan Weiss
1176	4	1119 NORTH ONE MILE RD	DEXTER	MO	63841	(573) 225-3017	Jordan Weiss
1176	5	1271 W HIGHWAY 72	FREDERICKTOWN	MO	63645	(573) 225-3017	Jordan Weiss
1499	1	615 S. SCENIC AVE.	SPRINGFIELD	MO	65802	(417) 838-1332	Geoff Clotfelter
1499	2	1540 S. GLENSTONE	SPRINGFIELD	MO	65804	(417) 838-1332	Geoff Clotfelter
1499	3	203 E. KEARNEY	SPRINGFIELD	MO	65803	(417) 838-1332	Geoff Clotfelter
1499	4	4214 S FARM ROAD 135 STE B	SPRINGFIELD	MO	65804	(417) 838-1332	Geoff Clotfelter
1499	5	900 E CLEVELAND	MONETT	MO	65708	(417) 838-1332	Geoff Clotfelter
1499	6	451 SOUTH SPRINGFIELD	BOLIVAR	MO	65613	(417) 838-1332	Geoff Clotfelter
1499	7	480 S JEFFERSON	LEBANON	MO	65536	(417) 838-1332	Geoff Clotfelter
1499	8	272 MARSHALL DR SUITE A	ST ROBERT	MO	65584	(417) 838-1332	Geoff Clotfelter
1499	9	310 PARK RIDGE RD	SULLIVAN	MO	63080	(417) 838-1332	Geoff Clotfelter
1499	11	1077 US HIGHWAY 60 EAST	REPUBLIC	MO	65738	(417) 838-1332	Geoff Clotfelter
1499	12	4133 SOUTH NATIONAL AVENUE	SPRINGFIELD	MO	65807	(417) 838-1332	Geoff Clotfelter
1499	15	823 SOUTH MAIDEN LANE	JOPLIN	MO	64801	(417) 838-1332	Geoff Clotfelter
1499	16	2446 GRAND AVE.	CARTHAGE	MO	64836	(417) 838-1332	Geoff Clotfelter
1499	17	1202-A SOUTH MADISON ST.	WEBB CITY	MO	64870	(417) 838-1332	Geoff Clotfelter
1499	18	920 S. NEOSHO BLVD. STE. E	NEOSHO	MO	64850	(417) 838-1332	Geoff Clotfelter
1499	19	2431 S RANGELINE RD	JOPLIN	MO	64804	(417) 838-1332	Geoff Clotfelter
1499	21	340 HOWDERSHELL RD.	FLORISSANT	MO	63031	(417) 838-1332	Geoff Clotfelter
1499	22	220 N. FLORISSANT RD	FERGUSON	MO	63135	(417) 838-1332	Geoff Clotfelter
1499	23	425 DROSTE RD	ST CHARLES	MO	63301	(417) 838-1332	Geoff Clotfelter
1499	24	1126 W PEARCE BLVD	WENTZVILLE	MO	63385	(417) 838-1332	Geoff Clotfelter
1499	25	850 BRYAN RD	O'FALLON	MO	63366	(417) 838-1332	Geoff Clotfelter
1499	26	1165 GRAVOIS RD. STE 132	FENTON	MO	63026-4568	(417) 838-1332	Geoff Clotfelter
1620	1	714 MCCROSKEY ST	NIXA	MO	65714	(417) 987-1803	Carl Biondo
1620	2	1734 S 20TH STREET	OZARK	MO	65721	(417) 987-1803	Carl Biondo
1651	2	9036 ST. CHARLES ROCK ROAD	ST JOHN	MO	63114	(314) 223-8963	Stephen Erbe
1651	3	1042-F LOUGHBOROUGH	ST LOUIS	MO	63111	(314) 223-8963	Stephen Erbe
1776	1	8986 JENNINGS STATION ROAD	JENNINGS	MO	63136	(636) 675-6937	David Lockett
1776	3	1851 JEFFCO BLVD	ARNOLD	MO	63010	(636) 675-6937	David Lockett
<b>1955</b>	<b>5</b>	<b>365 HIGHWAY 61 N</b>	<b>HANNIBAL</b>	<b>MO</b>	<b>63401</b>	<b>(269) 589-8108</b>	<b>Steve Brevitz</b>

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

2041	1	101 N MAGUIRE SUITE D	WARRENSBURG	MO	64093	(770) 815-6614	Amy Punjani
2041	2	2125 W BROADWAY BLVD	SEDALIA	MO	65301	(770) 815-6614	Amy Punjani
3003	2	1345 N WESTWOOD BLVD	POPLAR BLUFF	MO	63901	(248) 894-7797	Joe Polasek
3101	1	3621 PAGE BLVD	ST LOUIS	MO	63113	(847) 791-1716	Plamen Pencheff
3158	4	1426 S ODELL AVE	MARSHALL	MO	65340	(561) 419-3994	Michael Kelsey
3158	6	2901 WEST BROADWAY STE 103	COLUMBIA	MO	65203	(561) 419-3994	Michael Kelsey
3158	7	100 BRICKTON RD. SUITE 108	COLUMBIA	MO	65202	(561) 419-3994	Michael Kelsey
3158	8	505 EAST NIFONG ST	COLUMBIA	MO	65201	(561) 419-3994	Michael Kelsey
3158	9	1714 N BALTIMORE ST	KIRKSVILLE	MO	63501	(561) 419-3994	Michael Kelsey
3158	10	1625 N MORLEY ST STE B	MOBERLY	MO	65270	(561) 419-3994	Michael Kelsey
3256	1	200 ST LOUIS AVE	FULTON	MO	65251	(573) 301-0093	Eric Lueckenhoff
3301	1	830 E HIGH ST STE A	POTOSI	MO	63664	(573) 747-9898	Jamie Glore
3377	1	1400 S BROADWAY	OAK GROVE	MO	64075	(816) 778-4822	Latif Chowdhury
3474	1	11203A E US HIGHWAY 24	INDEPENDENCE	MO	64054	(918) 851-5160	Dan Watkins
3474	2	1401 S HIGHWAY 7	BLUE SPRINGS	MO	64014	(918) 851-5160	Dan Watkins
3474	3	6700 N OAK TRAFFICWAY	GLADSTONE	MO	64118	(918) 851-5160	Dan Watkins
3474	4	5029 INDEPENDENCE AVE	KANSAS CITY	MO	64124	(918) 851-5160	Dan Watkins
3474	5	3721 S NOLAND RD	INDEPENDENCE	MO	64055	(918) 851-5160	Dan Watkins
3474	6	4327B NE CHOUTEAU TFY	KANSAS CITY	MO	64117	(918) 851-5160	Dan Watkins
3474	7	17001 E US HIGHWAY 24	INDEPENDENCE	MO	64056	(918) 851-5160	Dan Watkins
3474	8	8700 BLUE RIDGE BLVD	KANSAS CITY	MO	64030	(918) 851-5160	Dan Watkins
3568	1	1137 NORTH DESLOGE STREET	DESLOGE	MO	63601	(573) 760-6892	Megan Johnston
3568	2	17 W. KARSCH BLVD.	FARMINGTON	MO	63640	(573) 760-6892	Megan Johnston
3580	1	14626 STATE HIGHWAY 38 STE 101	MARSHFIELD	MO	65706	(404) 561-1822	mechelle fitzgerald
3695	1	1447 STATE HIGHWAY 248 STE E	BRANSON	MO	65616	(573) 247-7057	Richmond Key
3724	1	4879 MEXICO ROAD	ST PETERS	MO	63376	(636) 614-8912	Jim Gonzales
3724	2	195 EAST HWY 47	TROY	MO	63379	(636) 614-8912	Jim Gonzales
3724	3	35 HARVESTER SQUARE	ST PETERS	MO	63303	(636) 614-8912	Jim Gonzales
3810	1	1 ARROWHEAD DR.	KANSAS CITY	MO	64129	(816) 920-8201	Mathew Miller
369	1	1831 S EAST HARPER RD	CORINTH	MS	38834	(662) 286-1739	Adam Jenkins
<b>479</b>	<b>2</b>	517 STATE LINE ROAD	SOUTHAVEN	MS	38671	(901) 461-1831	Marty Mathews
<b>479</b>	<b>15</b>	8110 CAMP CREEK BLVD, STE. 124	OLIVE BRANCH	MS	38654	(901) 461-1831	Marty Mathews
<b>479</b>	<b>19</b>	3420 W. GOODMAN ROAD	HORN LAKE	MS	38637	(901) 461-1831	Marty Mathews
<b>479</b>	<b>23</b>	5186 HIGHWAY 51 NORTH	SENATOBIA	MS	38668	(901) 461-1831	Marty Mathews



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>479</b>	<b>25</b>	103 VICK ST	BATESVILLE	MS	38606	(901) 461-1831	Marty Mathews
1332	1	974 BROOKWAY BLVD	BROOKHAVEN	MS	39601	(601) 466-7552	Sina Molitor
<b>1632</b>	<b>150</b>	3208 SERVICE DR., STE. A	PEARL	MS	39208		
<b>1632</b>	<b>151</b>	315-H CROSSGATES BLVD.	BRANDON	MS	39042		
<b>1632</b>	<b>152</b>	400-B HIGHWAY 51 NORTH	RIDGELAND	MS	39157		
<b>1632</b>	<b>153</b>	123 HIGHWAY 80 WEST	CLINTON	MS	39056		
<b>1632</b>	<b>154</b>	2847 MCDOWELL ROAD EXT.	JACKSON	MS	39204		
<b>1632</b>	<b>155</b>	4525 N. STATE STREET	JACKSON	MS	39206		
<b>1632</b>	<b>156</b>	1127 OLD FANNIN ROAD	BRANDON	MS	39047		
<b>1632</b>	<b>157</b>	2434 WEST MAIN STREET STE C	TUPELO	MS	38801		
<b>1632</b>	<b>158</b>	620 HIGHWAY 12 EAST	STARKVILLE	MS	39759		
<b>1632</b>	<b>159</b>	1725 UNIVERSITY AVE	OXFORD	MS	38655		
<b>1632</b>	<b>160</b>	929 ALABAMA STREET	COLUMBUS	MS	39702		
<b>1632</b>	<b>161</b>	2530 DENNY AVE	PASCAGOULA	MS	39567		
<b>1632</b>	<b>162</b>	2025 PASS ROAD	BILOXI	MS	39531		
<b>1632</b>	<b>163</b>	3602 HARDY ST	HATTIESBURG	MS	39402		
<b>1632</b>	<b>164</b>	3100 BIENVILLE BLVD STE 10	OCEAN SPRINGS	MS	39564		
<b>1632</b>	<b>165</b>	918 NORTH 16TH AVE	LAUREL	MS	39440		
<b>1632</b>	<b>166</b>	1501 DELAWARE AVE SUITE A	MCCOMB	MS	39648		
<b>1632</b>	<b>167</b>	12373 US HIGHWAY 49	GULFPORT	MS	39503		
<b>1632</b>	<b>168</b>	28 PASS ROAD SUITE 1	GULFPORT	MS	39501		
<b>1632</b>	<b>169</b>	328 HIGHWAY 90	WAVELAND	MS	39576		
<b>1632</b>	<b>171</b>	804 MISSISSIPPI DR	WAYNESBORO	MS	39367		
1762	4	1413 HIGHWAY 1 SOUTH	GREENVILLE	MS	38702	(318) 348-5523	Marty Ballard
1762	5	425 HWY 61 N	NATCHEZ	MS	39120	(318) 348-5523	Marty Ballard
3009	1	28 BYRD PARKWAY #10	PETAL	MS	39465	(601) 408-8800	Matt Langford
3009	5	374 MEMORIAL BLVD	PICAYUNE	MS	39466	(601) 408-8800	Matt Langford
3009	6	5329 OLD HIGHWAY 11	HATTIESBURG	MS	39402	(601) 408-8800	Matt Langford
3009	7	500 HILL ST	ELLISVILLE	MS	39437	(601) 408-8800	Matt Langford
3009	8	100 HIGHWAY 11 N	POPLARVILLE	MS	39470	(601) 408-8800	Matt Langford
3009	9	308 N FRONT ST	RICHTON	MS	39476	(601) 408-8800	Matt Langford
3009	10	1003 HWY 98 BYPASS	COLUMBIA	MS	39429	(601) 408-8800	Matt Langford
3077	1529	610 SOUTH STATE ST	CLARKSDALE	MS	38614	(904) 860-1355	Petra Arellano
3077	1530	314 HIGHWAY 82	WINONA	MS	38967	(904) 860-1355	Petra Arellano

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3077	3753	4460 EAST CLAY STREET	VICKSBURG	MS	39183	(904) 860-1355	Petra Arellano
3077	3759	3104 HIGHWAY 49	FLORENCE	MS	39073	(904) 860-1355	Petra Arellano
3105	1	603 NORTH 2ND STREET	BOONEVILLE	MS	38829	(662) 871-5012	Jason Ellis
3105	2	1405 SOUTH ADAMS STREET	FULTON	MS	38843	(662) 871-5012	Jason Ellis
3105	3	105-A CITY AVENUE SOUTH	RIPLEY	MS	38663	(662) 871-5012	Jason Ellis
3105	4	956 E BARNES CROSSING RD STE 6	TUPELO	MS	38804	(662) 871-5012	Jason Ellis
3105	5	304 C HIGHWAY 278	AMORY	MS	38821	(662) 871-5012	Jason Ellis
3133	1	12130 OLD 63 SOUTH	LUCEDALE	MS	39452	(228) 990-4998	Bart Cauley
3133	2	1050 W FRONTAGE DR	WIGGINS	MS	39577	(228) 990-4998	Bart Cauley
3133	3	7055 HIGHWAY 614 STE A	MOSS POINT	MS	39562	(228) 990-4998	Bart Cauley
3136	6	6864 HWY 45 ALT S	WEST POINT	MS	39773	(601) 693-5750	RUSSELL HUNTLEY
3136	9	110 WALMART DRIVE	LOUISVILLE	MS	39339	(601) 693-5750	RUSSELL HUNTLEY
3150	2	3505 GAUTIER VANCLEAVE RD	GAUTIER	MS	39553	(228) 365-1815	Jim Angler
3209	1	1607 SIMPSON HWY 49	MAGEE	MS	39111	(601) 382-4735	Samantha Herring
3412	93	19010 PINEVILLE RD	LONG BEACH	MS	39560	(304) 541-6377	James White
3412	94	337 MAIN STREET	PHILADELPHIA	MS	39350	(304) 541-6377	James White
3412	95	242 HIGHWAY 35	FOREST	MS	39074	(304) 541-6377	James White
3517	1	206 E GOVERNMENT ST	BRANDON	MS	39042	(769) 229-1448	Jonathan Germany
3517	2	127 MARKET PLACE	HAZLEHURST	MS	39083	(769) 229-1448	Jonathan Germany
3517	3	1911 HIGHWAY 471	BRANDON	MS	39047	(769) 229-1448	Jonathan Germany
3517	4	110 N JERRY CLOWER BLVD STE T	YAZOO CITY	MS	39194	(769) 229-1448	Jonathan Germany
3517	5	603 W PARK AVE	GREENWOOD	MS	38930	(769) 229-1448	Jonathan Germany
3517	6	1066 E PEACE ST	CANTON	MS	39046	(769) 229-1448	Jonathan Germany
<b>3576</b>	<b>1</b>	690 GRANTS FERRY RD	FLOWOOD	MS	39232	(601) 754-0788	Michael Bishop
3707	1	2310 NORTH HILLS ST	MERIDIAN	MS	39305	(601) 754-0788	
3707	2	806 HWY 19 NORTH STE 300	MERIDIAN	MS	39307	(601) 754-0788	
<b>3726</b>	<b>1</b>	1089 Highway 51 STE 300	Madison	MS	39110	(601) 278-4753	Carly Joseph
3791	1	334 PARK PLAZA DR	NEW ALBANY	MS	38652	(662) 507-8396	Jesse Sullivan
3824	1	4494 POPPS FERRY RD	D'IBERVILLE	MS	39540	(609) 504-1822	Mike Mithani
277	24	2141 HIGHWAY 2 EAST STE 101	KALISPELL	MT	59901	(406) 531-3550	Doug Lundell
277	25	284 N MERIDIAN ROAD	KALISPELL	MT	59901	(406) 531-3550	Doug Lundell
1301	1	3010 B. STOWER	MILES CITY	MT	59301	(406) 853-1383	Brad Shipp
1565	10	1325 HARRISON AVE	BUTTE	MT	59701	(209) 620-2323	Fernando Santiago
1565	11	2118 10TH AVENUE SOUTH	GREAT FALLS	MT	59405	(209) 620-2323	Fernando Santiago

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1565	12	1520 THIRD STREET NW	GREAT FALLS	MT	59404	(209) 620-2323	Fernando Santiago
1565	13	2051 LAST CHANCE GULCH RD	HELENA	MT	59601	(209) 620-2323	Fernando Santiago
3460	8	1916 BROOKS AVE	MISSOULA	MT	59801	(801) 623-8805	Tyson Olson
3460	9	3075 NORTH RESERVE STREET	MISSOULA	MT	59808	(801) 623-8805	Tyson Olson
3665	1	1531 WEST MAIN STREET STE 101	BOZEMAN	MT	59715	(406) 598-8260	Devon Zarbock
3727	1	2202 CENTRAL AVE	BILLINGS	MT	59102	(208) 860-7444	Dustin Preece
3727	2	1749 MAIN ST STE E	BILLINGS	MT	59105	(208) 860-7444	Dustin Preece
3727	3	501 GRAND AVENUE	BILLINGS	MT	59101	(208) 860-7444	Dustin Preece
270	1	1944 12TH AVE NE	HICKORY	NC	28601	(828) 461-8393	Dave Kastelic
270	2	509 W C ST	NEWTON	NC	28658	(828) 461-8393	Dave Kastelic
270	3	204 W FLEMING	MORGANTON	NC	28655	(828) 461-8393	Dave Kastelic
270	7	1368 US HIGHWAY 321 NW	HICKORY	NC	28601	(828) 461-8393	Dave Kastelic
270	8	714 MORGANTON BLVD S/W	LENOIR	NC	28645	(828) 461-8393	Dave Kastelic
<b>561</b>	<b>24</b>	4610 CAPITAL BLVD.	RALEIGH	NC	27604	(559) 300-5742	Jeffrey Manquen
629	101	1505 EHRINGHAUS STREET	ELIZABETH CITY	NC	27909		
1065	7	1762 COLLEGE AVE	FOREST CITY	NC	28043	(864) 590-2253	Paul Melotte
1091	1	1106 JULIAN ALLSBROOK HIGHWAY	ROANOKE RAPIDS	NC	27870	(252) 676-6472	DLM Foods
1091	4	1109 WARD BLVD	WILSON	NC	27893	(252) 676-6472	DLM Foods
1091	5	739 E WASHINGTON ST	NASHVILLE	NC	27856	(252) 676-6472	DLM Foods
1162	2	801 FAIRVIEW RD	ASHEVILLE	NC	28803	(828) 231-9644	michael Freeman
1162	3	901 SMOKEY PARK HIGHWAY	ENKA	NC	28728	(828) 231-9644	michael Freeman
1162	4	1151 RUSS AVE	WAYNESVILLE	NC	28786	(828) 231-9644	michael Freeman
1162	6	165 WEAVER BLVD	WEAVERVILLE	NC	28787	(828) 231-9644	michael Freeman
1604	1	3459 N MAIN ST	HOPE MILLS	NC	28348-1885	(248) 891-1248	Becky Pierse
1604	2	155 N. BONANZA DR. STE 101	FAYETTEVILLE	NC	28303	(248) 891-1248	Becky Pierse
1604	3	3454 BRAGG BLVD STE 44	FAYETTEVILLE	NC	28303	(248) 891-1248	Becky Pierse
1604	4	7944 RAEFORD RD	FAYETTEVILLE	NC	28304	(248) 891-1248	Becky Pierse
1604	5	1534 HIGHWAY 24/87	CAMERON	NC	28326	(248) 891-1248	Becky Pierse
1604	6	3608 RAMSEY STREET	FAYETTEVILLE	NC	28311	(248) 891-1248	Becky Pierse
1604	7	3900 RAEFORD RD	FAYETTEVILLE	NC	28304	(248) 891-1248	Becky Pierse
1618	38	2224 N CHURCH	BURLINGTON	NC	27217	(617) 733-9795	Patrick OConnel
1618	39	203 TIMBER DRIVE WEST	GARNER	NC	27529	(617) 733-9795	Patrick OConnel
1618	40	1320 N MAIN ST	FUQUAY VARINA	NC	27526	(617) 733-9795	Patrick OConnel
1618	42	2143 STATESVILLE BLVD SHOP A	SALISBURY	NC	28147	(617) 733-9795	Patrick OConnel

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1618	43	856-A SOUTH UNION STREET	CONCORD	NC	28025	(617) 733-9795	Patrick OConnel
1618	44	2103 N CANNON BLVD	KANNAPOLIS	NC	28083	(617) 733-9795	Patrick OConnel
1618	45	3214 RANDLEMAN ROAD	GREENSBORO	NC	27406	(617) 733-9795	Patrick OConnel
1618	46	228 EASTWAY DRIVE, SUITE 9	CHARLOTTE	NC	28212	(617) 733-9795	Patrick OConnel
1618	47	25 A PLAZA PARKWAY	LEXINGTON	NC	27292	(617) 733-9795	Patrick OConnel
1618	48	10223 UNIVERSITY CITY BLVD	CHARLOTTE	NC	28213	(617) 733-9795	Patrick OConnel
1618	49	501 EAST KING	KINGS MOUNTAIN	NC	28086	(617) 733-9795	Patrick OConnel
1618	51	931-A SOUTH MAIN STREET	KERNERSVILLE	NC	27284	(617) 733-9795	Patrick OConnel
1618	52	613 HIGHLAND ST	MOUNT HOLLY	NC	28120	(617) 733-9795	Patrick OConnel
1618	53	1935-A DAVIS PARK	GASTONIA	NC	28052	(617) 733-9795	Patrick OConnel
1618	54	705-C SOUTH MAIN STREET	KING	NC	27021	(617) 733-9795	Patrick OConnel
1618	55	1401 SILAS CREEK PKWY	WINSTON SALEM	NC	27127	(617) 733-9795	Patrick OConnel
1618	56	821 LAFAYETTE ST SOUTH	SHELBY	NC	28150	(617) 733-9795	Patrick OConnel
1618	57	5009 BEATTIES FORD RD	CHARLOTTE	NC	28216	(617) 733-9795	Patrick OConnel
1618	58	2231 SPIDER DRIVE NE	KANNAPOLIS	NC	28083	(617) 733-9795	Patrick OConnel
1618	60	1644 EAST BROAD ST.	STATESVILLE	NC	28625	(617) 733-9795	Patrick OConnel
1618	62	476 SHOTWELL ROAD	CLAYTON	NC	27520	(617) 733-9795	Patrick OConnel
1618	63	3220 WILKINSON BLVD STE A-1	CHARLOTTE	NC	28208	(617) 733-9795	Patrick OConnel
1618	64	1811 S. NEW HOPE RD	GASTONIA	NC	28054	(617) 733-9795	Patrick OConnel
1618	65	307A BERKELEY BLVD	GOLDSBORO	NC	27534	(617) 733-9795	Patrick OConnel
1618	66	208 DABNEY DR	HENDERSON	NC	27536	(617) 733-9795	Patrick OConnel
1618	67	100 WAKELON STREET	ZEBULON	NC	27597	(617) 733-9795	Patrick OConnel
1618	68	1202 N BRIGHTLEAF BLVD SUITE A	SMITHFIELD	NC	27577	(617) 733-9795	Patrick OConnel
1618	70	910 N. MADISON	ROXBORO	NC	27573	(617) 733-9795	Patrick OConnel
1618	73	4951 UNIVERSITY DR.	WILMINGTON	NC	28403	(617) 733-9795	Patrick OConnel
1618	74	2642-15 CAROLINA BEACH RD	WILMINGTON	NC	28412	(617) 733-9795	Patrick OConnel
1618	75	6727 KNIGHTDALE BLVD	KNIGHTDALE	NC	27545	(617) 733-9795	Patrick OConnel
1618	76	1275 D SUNSET AVE	CLINTON	NC	28328	(617) 733-9795	Patrick OConnel
1618	77	1558 FREEWAY DR	REIDSVILLE	NC	27320	(617) 733-9795	Patrick OConnel
1618	79	5638 NC HIGHWAY 42 W	GARNER	NC	27529	(617) 733-9795	Patrick OConnel
1618	84	3700 S CHARLES BLVD STE A	GREENVILLE	NC	27858	(617) 733-9795	Patrick OConnel
1618	85	4328 WINTERVILLE PKWY	WINTERVILLE	NC	28590	(617) 733-9795	Patrick OConnel
1618	88	1032 N MIAMI BLVD	DURHAM	NC	27703	(617) 733-9795	Patrick OConnel
1618	89	5128 ROXBORO RD STE 4	DURHAM	NC	27704	(617) 733-9795	Patrick OConnel

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1623	3	3193 EAST 10TH STREET	GREENVILLE	NC	27858	(540) 455-7303	Jeremy Andriot
1708	1	1435 BLOWING ROCK RD	BOONE	NC	28607	(423) 946-0088	Paige Tyree
1708	2	1826 W US HWY 421	WILKESBORO	NC	28697	(423) 946-0088	Paige Tyree
1752	1	1834 S HORNER BLVD	SANFORD	NC	27330	(714) 270-1389	Craig McClure
1752	4	1214 E DIXIE DR	ASHEBORO	NC	27203	(714) 270-1389	Craig McClure
1752	5	903-C US 401 SOUTH	LAURINBURG	NC	28352	(714) 270-1389	Craig McClure
1752	6	1305 EAST BROAD AVE	ROCKINGHAM	NC	28379	(714) 270-1389	Craig McClure
1845	1	2640 SOUTH MAIN ST #107	HIGH POINT	NC	27263	(336) 254-4264	Tim Deaton
1845	2	2200 N MAIN ST	HIGH POINT	NC	27262	(336) 254-4264	Tim Deaton
1845	3	705 RANDOLPH STREET	THOMASVILLE	NC	27360	(336) 254-4264	Tim Deaton
1845	4	3800 REYNOLDA RD	WINSTON SALEM	NC	27106	(336) 254-4264	Tim Deaton
1845	5	2958 WAUGHTOWN STREET	WINSTON SALEM	NC	27107	(336) 254-4264	Tim Deaton
1845	6	7819 N POINT BLVD	WINSTON SALEM	NC	27106	(336) 254-4264	Tim Deaton
3075	1	1004 WEST CUMBERLAND ST	DUNN	NC	28334	(919) 868-8912	Jeff Kruger
3075	2	630 N BRAGG BLVD STE 100	SPRING LAKE	NC	28390	(919) 868-8912	Jeff Kruger
3077	<b>3056</b>	3384 US 1 HIGHWAY BUSINESS	VASS	NC	28394	(904) 860-1355	Petra Arellano
3077	<b>3442</b>	3406 EAST US 70 HIGHWAY	DURHAM	NC	27703	(904) 860-1355	Petra Arellano
3077	<b>3471</b>	4940 RALEIGH ROAD PKWY WEST	WILSON	NC	27896	(904) 860-1355	Petra Arellano
3083	1	1121 E 11TH STREET	SILER CITY	NC	27344	(716) 640-4293	Amanda Coto
3217	1	1934 N ROBERTS AVE	LUMBERTON	NC	28358	(910) 876-3650	Nathaniel Barnes
3217	2	106 SOUTHPORT SUPPLY RD	SUPPLY	NC	28462	(910) 876-3650	Nathaniel Barnes
3217	6	4598 MAIN ST	SHALLOTTE	NC	28470	(910) 876-3650	Nathaniel Barnes
3217	7	118 CAUSEWAY DR	OCEAN ISLE BEACH	NC	28469	(910) 876-3650	Nathaniel Barnes
3217	16	106 SMALLWOOD RD	HUBERT	NC	28539	(910) 876-3650	Nathaniel Barnes
3217	17	217 E MAIN STREET	HAVELOCK	NC	28532	(910) 876-3650	Nathaniel Barnes
3217	18	2309 NEUSE BLVD.	NEW BERN	NC	28560	(910) 876-3650	Nathaniel Barnes
3217	20	751 WEST 15TH STREET	WASHINGTON	NC	27889	(910) 876-3650	Nathaniel Barnes
3217	21	7547 HIGHWAY 711	PEMBROKE	NC	28837	(910) 876-3650	Nathaniel Barnes
3217	23	111 WEST VERNON AVENUE	KINSTON	NC	28503	(910) 876-3650	Nathaniel Barnes
3217	29	3160 WILMINGTON HWY	JACKSONVILLE	NC	28540	(910) 876-3650	Nathaniel Barnes
3217	30	100 WINTERGREEN DR	LUMBERTON	NC	28358	(910) 876-3650	Nathaniel Barnes
3217	31	4383 NC HIGHWAY 11	SEVEN SPRINGS	NC	28578	(910) 876-3650	Nathaniel Barnes
3217	32	2059 NC-11	KINSTON	NC	28501	(910) 876-3650	Nathaniel Barnes
3217	34	5846 NC 11 S	PINK HILL	NC	28572	(910) 876-3650	Nathaniel Barnes

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3222	32	325 UNIONVILLE-INDIAN TRAIL RD	INDIAN TRAIL	NC	28079	(214) 300-5387	Vibe Restaurants Adr
3222	33	2515 W. ROOSEVELT BLVD	MONROE	NC	28110	(214) 300-5387	Vibe Restaurants Adr
3222	34	107 COMMONS DRIVE UNIT C	MOORESVILLE	NC	28117	(214) 300-5387	Vibe Restaurants Adr
3222	35	920 E. MAIN ST.	LINCOLNTON	NC	28092	(214) 300-5387	Vibe Restaurants Adr
3222	36	9009 ALBEMARLE ROAD STE 102	CHARLOTTE	NC	28227	(214) 300-5387	Vibe Restaurants Adr
3222	38	6201 SOUTH BLVD	CHARLOTTE	NC	28217	(214) 300-5387	Vibe Restaurants Adr
3222	39	718 LEONARD AVE STE H	ALBEMARLE	NC	28001	(214) 300-5387	Vibe Restaurants Adr
3238	1	11795 US 117 S	ROCKY POINT	NC	28457	(910) 596-7879	David Dorner
3238	2	17230 US HIGHWAY 17 UNIT 202	HAMPSTEAD	NC	28443	(910) 596-7879	David Dorner
3238	3	461 WESTERN BLVD STE 102A	JACKSONVILLE	NC	28546	(910) 596-7879	David Dorner
3238	4	1108 HENDERSON DR STE A8	JACKSONVILLE	NC	28540	(910) 596-7879	David Dorner
3238	5	2720 RICHLANDS HWY SUITE 100	JACKSONVILLE	NC	28540	(910) 596-7879	David Dorner
3238	7	102 GREGSON DR	CARY	NC	27511	(910) 596-7879	David Dorner
3345	1	312 B WEST BLVD	WILLIAMSTON	NC	27892	(352) 346-6285	Keeno Robinson
3363	1	1400 MOUNT JEFFERSON RD	WEST JEFFERSON	NC	28694	(336) 977-4409	Jerry Davis II
3363	2	2123 ROCKFORDST, STE 100	MOUNT AIRY	NC	27030	(336) 977-4409	Jerry Davis II
3363	3	825 NC HIGHWAY 16 S	TAYLORSVILLE	NC	28681	(336) 977-4409	Jerry Davis II
3416	2	675 SPARTANBURG HWY	HENDERSONVILLE	NC	28792	(828) 230-4712	Laneal Vaughn
3416	3	229 AIRPORT RD STE C	ARDEN	NC	28704	(828) 230-4712	Laneal Vaughn
3416	4	385 HIGHWAY 70 WEST STE B	MARION	NC	28752	(828) 230-4712	Laneal Vaughn
3416	5	400 ASHEVILLE HWY	BREVARD	NC	28712	(828) 230-4712	Laneal Vaughn
3443	1	5190 NC HIGHWAY 90 E	HIDDENITE	NC	28636	(828) 322-4377	Zach Bumgarner
3443	2	9505 NC 127 N	HICKORY	NC	28601	(828) 322-4377	Zach Bumgarner
3523	1	901 A NORTH WENDOVER ROAD	CHARLOTTE	NC	28211	(260) 260-7183	Brad McEntarfer
3525	3	1063 PATTON AVE	ASHEVILLE	NC	28806	(828) 230-4712	Laneal Vaughn
3569	1	3409 Hillsborough Rd	Durham	NC	27705	(919) 489-9185	Jeffrey Collins
3645	1	4800 GROVE BARTON RD	RALEIGH	NC	27613	(919) 756-5816	Karriem Kanston
3645	2	714 GRANVILLE CORNERS STE 104	OXFORD	NC	27565	(919) 756-5816	Karriem Kanston
<b>3662</b>	<b>1</b>	383 CARATOKE HWY STE C	MOYOCK	NC	27958	(252) 489-4677	Gregory Nigro
<b>3662</b>	<b>2</b>	1704 N CROATAN HWY	KILL DEVIL HILLS	NC	27948	(252) 489-4677	Gregory Nigro
3670	6	609 PISGAH CHURCH RD	GREENSBORO	NC	27455	(424) 702-5774	Michael Aminpour
3670	7	808 S. VAN BUREN RD.	EDEN	NC	27288	(424) 702-5774	Michael Aminpour
3670	8	3016 W GATE CITY BLVD	GREENSBORO	NC	27403	(424) 702-5774	Michael Aminpour
3670	9	2134 S CHURCH ST	BURLINGTON	NC	27215	(424) 702-5774	Michael Aminpour

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>3697</b>	<b>12</b>	139 COMMONS WAY	FRANKLIN	NC	28734	(828) 400-2151	Laneal Vaughn
<b>3697</b>	<b>13</b>	280 ASHEVILLE HWY	SYLVA	NC	28779	(828) 400-2151	Laneal Vaughn
3700	1	3460 SUNSET AVENUE	ROCKY MOUNT	NC	27804	(252) 532-5277	Alec Meyers
3725	1	5412 W. MARKET ST.	GREENSBORO	NC	27409	(512) 769-0409	Christina Creed
3725	2	2410 EAST MARKET STREET	GREENSBORO	NC	27401	(512) 769-0409	Christina Creed
3725	3	1100 SUMMIT AVE	GREENSBORO	NC	27405	(512) 769-0409	Christina Creed
3725	4	4824 W WENDOVER AVE STE 109	JAMESTOWN	NC	27282	(512) 769-0409	Christina Creed
3774	1	6734 HIGHWAY 135	MAYODAN	NC	27027	(540) 250-6020	Kenny Moles
1111	13	1801 GATEWAY DRIVE	GRAND FORKS	ND	58203	(701) 772-6542	Brian Conneran
1654	1	914 S. 12TH STREET STE 104	BISMARCK	ND	58504	(701) 471-9451	Barbie McDonald
1654	2	2930 NORTH 14TH STREET STE 300	BISMARCK	ND	58503	(701) 471-9451	Barbie McDonald
1654	3	310 6TH AVE SE	MANDAN	ND	58554	(701) 471-9451	Barbie McDonald
1654	4	1785 FIRST STREET WEST	DICKINSON	ND	58601	(701) 471-9451	Barbie McDonald
1654	5	3310 S BROADWAY	MINOT	ND	58701	(701) 471-9451	Barbie McDonald
3170	1	1020 19TH AVENUE NORTH	FARGO	ND	58102	(701) 799-6954	Jenny Stevens
3187	6	1705 45TH STREET SOUTH	FARGO	ND	58103	(701) 580-1831	Dan Provost
3491	1	4315 9TH AVENUE WEST	WILLISTON	ND	58801	(701) 353-9782	Jody Marmon
5089	1	ONE RALPH ENGELSTAD DRIVE	GRAND FORKS	ND	58203	(701) 772-6542	Brian Conneran
1383	1	1201 PLUM CREEK PKWY	LEXINGTON	NE	68850	(308) 325-0378	Kimberly Sheldon
<b>1632</b>	<b>221</b>	11816 S 25TH STREET	BELLEVUE	NE	68123	(801) 913-1159	Josh Hill
<b>1632</b>	<b>222</b>	15619 WEST DODGE ROAD	OMAHA	NE	68118	(801) 913-1159	Josh Hill
<b>1632</b>	<b>223</b>	13909 R PLAZA	OMAHA	NE	68137	(801) 913-1159	Josh Hill
<b>1632</b>	<b>224</b>	2925 K STREET	OMAHA	NE	68107	(801) 913-1159	Josh Hill
1668	3	3335 W WOODRIVER RD	GRAND ISLAND	NE	68803	(308) 379-6580	Jon Roberts
1668	4	916 4TH AVENUE	HOLDREGE	NE	68949	(308) 379-6580	Jon Roberts
1668	6	514 2ND ST	SAINT PAUL	NE	68873	(308) 379-6580	Jon Roberts
1821	1	2221 N 90TH STREET	OMAHA	NE	68134	(586) 773-6998	Charles Welsh
1821	3	4004 N 132ND ST SUITE 105	OMAHA	NE	69164	(586) 773-6998	Charles Welsh
3085	1	314 N BURLINGTON AVE	HASTINGS	NE	68901	(402) 984-9309	Lori Jackson
3098	5	3410 AVENUE 1 STE D	SCOTTSBLUFF	NE	69361	(209) 404-5780	John Gauthier
3303	1	16401 WESTSIDE DR	PLATTSMOUTH	NE	68048	(402) 913-5711	Tom Lauhon
3303	2	1019 E 23RD ST	FREMONT	NE	68025	(402) 913-5711	Tom Lauhon
3392	1	4822 PIONEERS BLVD	LINCOLN	NE	68506	(402) 770-6021	Thanh Le
3469	2	1921 DAKOTA AVE.	SOUTH SIOUX CITY	NE	68776	(734) 740-2044	Mike Littlefield

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3670	10	2128 LAWRENCE LANE	GRAND ISLAND	NE	68803	(424) 702-5774	Michael Aminpour
3670	11	411 S. DEWEY	NORTH PLATTE	NE	69101	(424) 702-5774	Michael Aminpour
3670	12	221 WEST 39TH STREET	KEARNEY	NE	68845	(424) 702-5774	Michael Aminpour
3670	13	2416 23RD ST.	COLUMBUS	NE	68601	(424) 702-5774	Michael Aminpour
3701	1	8208 HARRISON STREET	OMAHA	NE	68127	(402) 770-6021	Kim Le
3701	2	637 NORTH SADDLE CREEK RD	OMAHA	NE	68132	(402) 770-6021	Kim Le
3816	1	7446 N 30TH STREET	OMAHA	NE	68112	(402) 840-5472	Thomas Pham
3818	1	4646 W Huntington Ave	Lincoln	NE	68524	(402) 840-5472	Thomas Pham
3821	1	8411 W. CENTER	OMAHA	NE	68124	(402) 609-6044	Thomas Nguyen
3822	1	18111 Q STREET STE 101	OMAHA	NE	68135	(402) 609-6044	Thomas Nguyen
3833	1	965 S. 27TH STREET	LINCOLN	NE	68510	(402) 770-6021	Kim Le
3833	2	1608 N. 56TH STREET	LINCOLN	NE	68504	(402) 770-6021	Kim Le
3833	3	4620 BAIR AVE	LINCOLN	NE	68504	(402) 770-6021	Kim Le
3388	5	581 2ND ST	MANCHESTER	NH	3102	(816) 548-6206	Giovanni "Joel" Deloc
3286	1	400 JOHN F KENNEDY WAY	WILLINGBORO	NJ	8046	(856) 676-2550	Toseer Sabeel
3362	2	517 MAIN STREET	ORANGE	NJ	7050	(408) 674-5270	Yahya Siddiqi
3362	3	160 WEST BROADWAY	PATERSON	NJ	7522	(408) 674-5270	Yahya Siddiqi
3362	4	896 SPRINGFIELD AVE	IRVINGTON	NJ	7111	(408) 674-5270	Yahya Siddiqi
3362	5	74 WESTFIELD AVE W	ROSELLE PARK	NJ	7204	(408) 674-5270	Yahya Siddiqi
3362	6	75B FIRST ST	NEWARK	NJ	7107	(408) 674-5270	Yahya Siddiqi
3362	7	831 MAIN AVE	PASSAIC	NJ	7055	(408) 674-5270	Yahya Siddiqi
3362	8	4809 PARK AVE	UNION CITY	NJ	7087	(408) 674-5270	Yahya Siddiqi
3362	10	1114 ELIZABETH AVE	ELIZABETH	NJ	7201	(408) 674-5270	Yahya Siddiqi
3378	1	715 PARK AVE	PLAINFIELD	NJ	7060	(732) 991-6128	Oliver Nkwonta
3412	30	5000 CRESCENT BLVD	PENNSAUKEN	NJ	8109	(304) 541-6377	James White
3412	31	2768 MT EPHRAIM AVE	CAMDEN	NJ	8104	(304) 541-6377	James White
3412	34	571 N EVERGREEN AVE	WOODBURY	NJ	8096	(304) 541-6377	James White
3412	36	175 NORTH DELSEA DRIVE	VINELAND	NJ	8360	(304) 541-6377	James White
3412	45	1050 NORTH PEARL ST	BRIDGETON	NJ	8302	(304) 541-6377	James White
3559	1	707 GEORGES RD	NORTH BRUNSWICK	NJ	8902	(732) 996-1742	Freddy Duran
3679	1	3242 BRIDGE AVE	POINT PLEASANT	NJ	8742	(732) 547-1837	Nicholas Kethley
3804	1	1209 HAMILTON AVE	TRENTON	NJ	8629	(856) 425-8715	Kiren Patel
3804	30	174 WILLIAM DALTON DR	GLASSBORO	NJ	8028	(856) 425-8715	Kiren Patel
3804	31	624 N WHITE HORSE PIKE	SOMERDALE	NJ	8083	(856) 425-8715	Kiren Patel

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3804	33	1971 N OLDEN AVE	EWING	NJ	8618	(856) 425-8715	Kiren Patel
3819	1	500 Boardwalk	Atlantic City	NJ	8401	(609) 783-8674	Becky Schultz
1841	312	2499 N. MAIN ST., SUITE A2	LAS CRUCES	NM	88001		
1841	316	616 S. WHITE SANDS BLVD.	ALAMOGORDO	NM	88310		
1841	320	1609 EL PASEO	LAS CRUCES	NM	88001		
1841	328	800 E CEDAR ST	DEMING	NM	88030		
1841	330	4660 N SONOMA RANCH BLVD #170	LAS CRUCES	NM	88011		
1947	525	2621 E 20TH STREET	FARMINGTON	NM	87401	(801) 913-1159	Josh Hill
1947	526	903 US HIGHWAY 491	GALLUP	NM	87305	(801) 913-1159	Josh Hill
1947	527	US HWY 491/ US HWY 64	SHIPROCK	NM	87420	(801) 913-1159	Josh Hill
1947	501	4201 CENTRAL NW	ALBUQUERQUE	NM	87105		
1947	503	1699 RIO BRAVO BOULEVARD	ALBUQUERQUE	NM	87105		
1947	504	845 N RIVERSIDE DR	ESPANOLA	NM	87532		
1947	505	5555 ZUNI ROAD	ALBUQUERQUE	NM	87108		
1947	506	412 US 550	BERNALILLO	NM	87004		
1947	507	4411 MONTANO RD NW	ALBUQUERQUE	NM	87120		
1947	508	2510 MAIN STREET STE G	LOS LUNAS	NM	87031		
1947	509	701 UNSER BLVD SE STE 101	RIO RANCHO	NM	87124		
1947	510	6125 MONTGOMERY BLVD. NE	ALBUQUERQUE	NM	87109		
1947	511	2801 EUBANK BLVD NE STE 1	ALBUQUERQUE	NM	87112		
1947	512	101 98TH NW STE 100	ALBUQUERQUE	NM	87121		
1947	513	333 MONTANO RD NW STE F	ALBUQUERQUE	NM	87107		
1947	514	3261 CERRILLOS RD	SANTA FE	NM	87507		
1947	515	600 NORTH MAIN STREET	BELEN	NM	87002		
1947	516	1001 NORTH CALIFORNIA ST	SOCCORO	NM	87801		
1947	517	1604 7TH STREET	LAS VEGAS	NM	87701		
1947	518	2039 YALE BLVD SE	ALBUQUERQUE	NM	87106		
1947	519	5603 PARADISE BLVD NW	ALBUQUERQUE	NM	87114		
1947	524	10026 CENTRAL AVE SE	ALBUQUERQUE	NM	87123		
3222	15	2400 N GRIMES STE B12	HOBBS	NM	88240	(214) 300-5387	Vibe Restaurants Adr
3222	16	2200 N. MAIN ST	CLOVIS	NM	88101	(214) 300-5387	Vibe Restaurants Adr
3222	17	810 N CANAL	CARLSBAD	NM	88220	(214) 300-5387	Vibe Restaurants Adr
3222	18	1700 W MAIN ST SUITE 1	ARTESIA	NM	88210	(214) 300-5387	Vibe Restaurants Adr
3222	19	1320 S. MAIN ST.	ROSWELL	NM	88203	(214) 300-5387	Vibe Restaurants Adr

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3222	22	1701 N MAIN ST	ROSWELL	NM	88201	(214) 300-5387	Vibe Restaurants Adr
3352	4	1535 COORS BLVD	ALBUQUERQUE	NM	87121	(208) 535-5920	Tony Blakeslee
3352	5	1475 RIO RANCHO DR SE	RIO RANCHO	NM	87124	(208) 535-5920	Tony Blakeslee
3352	6	1401 BROADWAY BLVD SW	ALBUQUERQUE	NM	87102	(208) 535-5920	Tony Blakeslee
1227	2	118 E LAKE MEAD DR	HENDERSON	NV	89015	(702) 336-8347	Osama Barakat
1410	1	656 N MCCARRAN BLVD	SPARKS	NV	89431	(775) 378-5102	Mario Vasquez
1410	2	951 MOANA LANE	RENO	NV	89509	(775) 378-5102	Mario Vasquez
1410	6	901 WEST 4TH STREET	RENO	NV	89503	(775) 378-5102	Mario Vasquez
1410	8	10310 N MCCARRAN BLVD	RENO	NV	89503	(775) 378-5102	Mario Vasquez
<b>1415</b>	<b>1</b>	1155 E. TWAIN AVE.	LAS VEGAS	NV	89169	(702) 429-3130	Frank Fuchs
<b>1415</b>	<b>2</b>	3475 E. FLAMINGO RD, STE 100	LAS VEGAS	NV	89121	(702) 429-3130	Frank Fuchs
<b>1415</b>	<b>3</b>	3545 S. FORT APACHE RD. UNIT #115	LAS VEGAS	NV	89147	(702) 429-3130	Frank Fuchs
<b>1415</b>	<b>4</b>	10608 S. EASTERN AVE	HENDERSON	NV	89052	(702) 429-3130	Frank Fuchs
1691	3	1820 E WILLIAMS STREET	CARSON CITY	NV	89706	(209) 668-4830	John Gauthier
1691	5	610 W WILLIAMS AVE	FALLON	NV	89406	(209) 668-4830	John Gauthier
1868	1	1657 MOUNTAIN CITY HWY #102	ELKO	NV	89801	(775) 397-3531	Gurjeet Samra
2005	1	10555 STEAD BLVD	RENO	NV	89506	(775) 971-8427	Rosemary Rivera
2005	2	2880 NORTH TOWNE LANE STE 105	RENO	NV	89512	(775) 971-8427	Rosemary Rivera
2005	3	9725 PYRAMID WAY	SPARKS	NV	89441	(775) 971-8427	Rosemary Rivera
3037	1	10855 DOUBLE R BLVD	RENO	NV	89521	(775) 971-8427	Rosemary Rivera
3063	1	351 EAST SILVERADO RANCH BLVD STE 125	LAS VEGAS	NV	89183	(702) 808-7913	Diane Alexandrou
3490	1	70 S HIGHWAY 160, SUITE 107	PAHRUMP	NV	89048	(818) 970-5806	Ofelia Tellez
3532	1	1400 E PECKHAM LN	RENO	NV	89509	(775) 338-8976	Amitoj Chhabra
233	19	756 FOOTE AVE.	JAMESTOWN	NY	14701	(814) 449-0207	Pierre Bayeh
1211	2	3940 RTE 281	CORTLAND	NY	13045	(607) 745-7454	Bill Beveridge
1211	3	2901 EAST MAIN ST	ENDWELL	NY	13760	(607) 745-7454	Bill Beveridge
1211	5	324 ELMIRA RD SUITE 400	ITHACA	NY	14850	(607) 745-7454	Bill Beveridge
1219	4	3969 VINEYARD DR STE 300	DUNKIRK	NY	14048	(814) 688-6993	Paul Jones
1286	7	2309 EGGERT ROAD	TONAWANDA	NY	14150	(716) 783-5676	Dan Johnson
1286	8	477 S TRANSIT ST STE 50	LOCKPORT	NY	14094	(716) 783-5676	Dan Johnson
1552	2	4 WEST MOUNT EDEN AVENUE	BRONX	NY	10452	(917) 815-4830	Adegboyega Otufale
1552	3	119 W KINGSBRIDGE RD	BRONX	NY	10468	(917) 815-4830	Adegboyega Otufale
1552	4	15 EAST 167TH ST	BRONX	NY	10452	(917) 815-4830	Adegboyega Otufale
1552	5	2537 DECATUR AVE	BRONX	NY	10458	(917) 815-4830	Adegboyega Otufale

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1570	1	3743 DEWEY AVENUE	ROCHESTER	NY	14616	(585) 317-4492	Peter Jones
1570	2	2394 LYELL AVE	ROCHESTER	NY	14606	(585) 317-4492	Peter Jones
1570	3	1297 CHILI AVE	ROCHESTER	NY	14624	(585) 317-4492	Peter Jones
1570	4	515 MONROE AVE	ROCHESTER	NY	14607	(585) 317-4492	Peter Jones
1573	3	1656 BRUCKNER BLVD	BRONX	NY	10473	(201) 494-0188	marino lluberes
1573	4	1058 SOUTHERN BLVD.	BRONX	NY	10459	(201) 494-0188	marino lluberes
1573	5	841 EAST 149TH STREET	BRONX	NY	10455	(201) 494-0188	marino lluberes
1866	1	218-14 HEMPSTEAD AVE	QUEENS VILLAGE	NY	11429	(718) 347-1129	Bedarul Islam
1866	2	74-28 JAMAICA AVE	WOODHAVEN	NY	11421	(718) 347-1129	Bedarul Islam
1906	1	737 MAIN ST	POUGHKEEPSIE	NY	12603	(518) 369-9542	Rajesh Dhiman
1906	3	600 BROADWAY	NEWBURGH	NY	12550	(518) 369-9542	Rajesh Dhiman
1906	4	148-150 WICKHAM AVE	MIDDLETOWN	NY	10940	(518) 369-9542	Rajesh Dhiman
1914	1	8008 FLATLANDS AVE	BROOKLYN	NY	11236	(646) 379-6955	Ramy Ibrahim
1914	4	1110 PENNSYLVANIA AVE	BROOKLYN	NY	11207	(646) 379-6955	Ramy Ibrahim
1951	1	146-05 JAMAICA AVE	JAMAICA	NY	11435	(212) 714-9294	Ryan Azari
1951	2	114-10 SUTPHIN BLVD	JAMAICA	NY	11434	(212) 714-9294	Ryan Azari
1960	2	4711 WHITE PLAINS RD	BRONX	NY	10470	(646) 763-5900	Akintayo Peter-Koyi
2001	1	490 SOUTH BROADWAY	YONKERS	NY	10705	(646) 708-2523	Magda Ramirez
3002	1	86-10 ROOSEVELT AVE UNIT 27	JACKSON HEIGHTS	NY	11372	(917) 535-9318	RAJESH PANCHAL
3021	1	120 HOOSICK STREET	TROY	NY	12180	(518) 369-9542	Rajesh Dhiman
3021	4	217 DIX AVENUE	GLENS FALLS	NY	12801	(518) 369-9542	Rajesh Dhiman
3048	1	967 NASSAU RD	UNIONDALE	NY	11553	(646) 387-4959	Godswill Emenike
3048	2	70 W SUFFOLK AVE	CENTRAL ISLIP	NY	11722	(646) 387-4959	Godswill Emenike
3049	1	288 NORTH MAIN ST	SPRING VALLEY	NY	10977	(732) 809-2021	Kunal Oberoi
3155	1	1332 ST. NICHOLAS ST	NEW YORK	NY	10033	(347) 561-0150	Mohammed Rahman
3293	1	2101 WEST STATE ST	OLEAN	NY	14760	(814) 688-6993	Paul Jones
3293	2	840 R C HOAG DR	SALAMANCA	NY	14779	(814) 688-6993	Paul Jones
3328	1	1936 THIRD AVE	NEW YORK	NY	10029	(917) 981-7204	Mohammed Rahman
3331	2	1164 BROADWAY	BROOKLYN	NY	11221	(646) 339-3560	Amritpal Singh
3421	1	426 STATE ST.	WATERTOWN	NY	13601	(315) 569-0281	Todd Russ
3421	2	26461 JOHNSON ROAD	EVANS MILLS	NY	13637	(315) 569-0281	Todd Russ
3486	1	71 SMITHFIELD BLVD STE 101	PLATTSBURGH	NY	12901	(518) 563-2002	John Bourgeois
3489	1	4760 SALINA ST	PULASKI	NY	13142	(315) 486-0501	Michael Lasell
3647	18	140 BLACK RIVER BLVD	ROME	NY	13440	(724) 328-0007	Jay Patel

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3647	19	4976 COMMERCIAL DR.	YORKVILLE	NY	13495	(724) 328-0007	Jay Patel
<b>3647</b>	<b>20</b>	1154 MOHAWK STREET	UTICA	NY	13501	(724) 328-0007	Jay Patel
<b>3647</b>	<b>21</b>	506 LENOX AVE UNIT #2	ONEIDA	NY	13421	(724) 328-0007	Jay Patel
<b>3647</b>	<b>22</b>	12 COLUMBIA ST	MOHAWK	NY	13407	(724) 328-0007	Jay Patel
<b>3647</b>	<b>27</b>	5334 TRANSIT ROAD	DEPEW	NY	14043	(724) 328-0007	Jay Patel
<b>3647</b>	<b>28</b>	3009 UNION ROAD	ORCHARD PARK	NY	14127	(724) 328-0007	Jay Patel
<b>3647</b>	<b>29</b>	3842 HARLEM RD	CHEEKTOWAGA	NY	14215	(724) 328-0007	Jay Patel
<b>3647</b>	<b>30</b>	2290 DELAWARE AVE STE 200	BUFFALO	NY	14216	(724) 328-0007	Jay Patel
<b>3647</b>	<b>31</b>	525 TITUS AVENUE	ROCHESTER	NY	14617	(724) 328-0007	Jay Patel
<b>3647</b>	<b>32</b>	2200 PENFIELD RD	PENFIELD	NY	14526	(724) 328-0007	Jay Patel
3668	1	1900 State St	Schenectady	NY	12304	(518) 369-9542	Rajesh Dhiman
3804	15	709 N MAIN	NORTH SYRACUSE	NY	13212	(856) 425-8715	Kiren Patel
3804	16	7871 OSWEGO RD.	LIVERPOOL	NY	13090	(856) 425-8715	Kiren Patel
3804	17	4018 S SALINA STREET	SYRACUSE	NY	13205	(856) 425-8715	Kiren Patel
3804	18	61 NORTH STREET	AUBURN	NY	13021	(856) 425-8715	Kiren Patel
3804	19	5501 BARTELL RD	BREWERTON	NY	13029	(856) 425-8715	Kiren Patel
3804	20	137 STATE ROUTE 104 UNIT 2	OSWEGO	NY	13126	(856) 425-8715	Kiren Patel
3804	21	4713 ONONDAGA BLVD.	SYRACUSE	NY	13219	(856) 425-8715	Kiren Patel
3804	22	160 SOUTH SECOND STREET	FULTON	NY	13069	(856) 425-8715	Kiren Patel
3804	23	307 WEST MANLIUS ST.	EAST SYRACUSE	NY	13057	(856) 425-8715	Kiren Patel
3804	24	979 CENTRAL AVE	ALBANY	NY	12205	(856) 425-8715	Kiren Patel
3804	25	420 7TH NORTH ST	LIVERPOOL	NY	13088	(856) 425-8715	Kiren Patel
127	8	219 S 9TH ST	IRONTON	OH	45638	(304) 638-1772	Vicki Dunn-marshall
242	5	446 PIKE STREET	MARIETTA	OH	45750	(304) 865-2284	Lloyd Hughes
242	8	61600 SOUTHGATE RD	CAMBRIDGE	OH	43725	(304) 865-2284	Lloyd Hughes
242	9	50813 VALLEY PLAZA DR	ST CLAIRSVILLE	OH	43950	(304) 865-2284	Lloyd Hughes
242	11	1006C WASHINGTON BLVD.	BELPRE	OH	45714	(304) 865-2284	Lloyd Hughes
242	12	115 NORTH 2ND ST	COSHOCTON	OH	43812	(304) 865-2284	Lloyd Hughes
1197	2	1901 CLEVELAND AVE.	CANTON	OH	44709		Curt Shepherd
1197	4	1127 CLAREMONT AVE	ASHLAND	OH	44805		Curt Shepherd
1197	6	2321 EAST AVE	AKRON	OH	44314		Curt Shepherd
1197	9	2113 W. STATE ST.	ALLIANCE	OH	44601		Curt Shepherd
1197	10	812 LINCOLN WAY EAST	MASSILLON	OH	44646		Curt Shepherd
1197	12	1260 COPLEY RD	AKRON	OH	44320		Curt Shepherd

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1197	13	11 5TH ST SE	BARBERTON	OH	44203		Curt Shepherd
1197	15	4750 W TUSCARAWAS ST	CANTON	OH	44708		Curt Shepherd
1197	16	1653 N MAIN ST	NORTH CANTON	OH	44720		Curt Shepherd
1229	2	2443 GALLIA	PORTSMOUTH	OH	45662	(304) 942-4884	Scott GOODWIN
1229	3	861 SECOND STREET	GALLIPOLIS	OH	45631	(304) 942-4884	Scott GOODWIN
1229	4	731 E MAIN ST	JACKSON	OH	45640	(304) 942-4884	Scott GOODWIN
1229	5	8064 OHIO RIVER ROAD	WHEELERSBURG	OH	45694	(304) 942-4884	Scott GOODWIN
1229	7	348 COUNTY ROAD 410	SOUTH POINT	OH	45680	(304) 942-4884	Scott GOODWIN
1229	8	413 E EMMITT AVE	WAVERLY	OH	45690	(304) 942-4884	Scott GOODWIN
1229	9	787 NORTH BRIDGE ST	CHILLICOTHE	OH	45601	(304) 942-4884	Scott GOODWIN
1243	1	2222 N REYNOLDS	TOLEDO	OH	43615	(419) 297-3233	Michael Wrobel
1243	2	1068 N. MAIN ST.	BOWLING GREEN	OH	43402	(419) 297-3233	Michael Wrobel
1243	3	1515 SOUTH BYRNE	TOLEDO	OH	43614	(419) 297-3233	Michael Wrobel
1271	1	2600 WEST SYLVANIA	TOLEDO	OH	43613	(419) 205-8350	patty Hullinger
1342	3	16882 HARVARD AVE	CLEVELAND	OH	44128	(216) 272-0787	Louis Achkar
1342	6	10372 ST. CLAIR STREET	CLEVELAND	OH	44108	(216) 272-0787	Louis Achkar
1342	9	9315 STATE ROUTE 14	STREETSBORO	OH	44241	(216) 272-0787	Louis Achkar
1347	9	1479A MENTOR AVE.	PAINESVILLE	OH	44077	(814) 490-9268	Tracy Wurst
1347	10	33419 VINE STREET, UNIT C	EASTLAKE	OH	44095	(814) 490-9268	Tracy Wurst
1347	12	7867 PLAINS ROAD	MENTOR ON THE LAKE	OH	44060	(814) 490-9268	Tracy Wurst
1347	13	2525 YOUNGSTOWN ROAD	WARREN	OH	44484	(814) 490-9268	Tracy Wurst
1347	14	2567 PARKMAN RD	WARREN	OH	44485	(814) 490-9268	Tracy Wurst
1347	15	3551 BELMONT AVE	YOUNGSTOWN	OH	44505	(814) 490-9268	Tracy Wurst
1375	1	730 S MAIN	FINDLAY	OH	45840	(419) 348-3595	Jason Smith
1413	4	319 E SECOND ST	DEFIANCE	OH	43512	(517) 425-0955	Rick Massey
1413	5	125 EAST SOUTH ST	BRYAN	OH	43506	(517) 425-0955	Rick Massey
1558	1	208 TALLMADGE CIRCLE	TALLMADGE	OH	44278	(330) 338-0431	Jason Zieman
1558	2	1752 STATE ROAD	CUYAHOGA FALLS	OH	44223	(330) 338-0431	Jason Zieman
1558	3	2568 LELAND AVE	AKRON	OH	44312	(330) 338-0431	Jason Zieman
1558	4	1165 EAST MAIN ST.	RAVENNA	OH	44266	(330) 338-0431	Jason Zieman
1558	5	4421 KENT ROAD	STOW	OH	44224	(330) 338-0431	Jason Zieman
1574	2	731 CONANT STREET	MAUMEE	OH	43537	(419) 509-3000	Kelly Redford
1574	3	318 W. MARKET	TIFFIN	OH	44883	(419) 509-3000	Kelly Redford
1574	5	3245 WEST ALEXIS	TOLEDO	OH	43613	(419) 509-3000	Kelly Redford

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1574	6	4302 LEWIS	TOLEDO	OH	43612	(419) 509-3000	Kelly Redford
1586	1	1476 S ERIE BLVD	HAMILTON	OH	45011	(937) 269-4885	Jon Collins
1586	2	5174 PLEASANT AVE	FAIRFIELD	OH	45014	(937) 269-4885	Jon Collins
1586	4	8231 CINCINNATI-DAYTON ROAD	WEST CHESTER	OH	45069	(937) 269-4885	Jon Collins
1586	6	1301 MAIN ST.	HAMILTON	OH	45013	(937) 269-4885	Jon Collins
1586	7	591 RING ROAD	HARRISON	OH	45030	(937) 269-4885	Jon Collins
1586	9	3038 WEST GALBRAITH RD	CINCINNATI	OH	45239	(937) 269-4885	Jon Collins
1586	12	1220 NORTH BARRON ST	EATON	OH	45320	(937) 269-4885	Jon Collins
1586	14	731 COLUMBUS AVE	LEBANON	OH	45036	(937) 269-4885	Jon Collins
1586	15	10834 HAMILTON RD	CINCINNATI	OH	45231	(937) 269-4885	Jon Collins
1586	16	4103 MONTGOMERY RD	CINCINNATI	OH	45212	(937) 269-4885	Jon Collins
1586	18	1334 ROMBACH AVE	WILMINGTON	OH	45177	(937) 269-4885	Jon Collins
1586	22	105 NORTH HINDE STREET	WASHINGTON CRT HOUSE	OH	43160	(937) 269-4885	Jon Collins
1586	24	5721 TURNEY ROAD	GARFIELD HEIGHTS	OH	44125	(937) 269-4885	Jon Collins
1596	1	3004 BROADWAY	LORAIN	OH	44055	(440) 241-0730	Cristian Padilla
1598	1	4256 MT. CARMEL TOBASCO RD.	CINCINNATI	OH	45244	(810) 240-5729	Paul Morrow
1598	2	1395 WEST OHIO PIKE	AMELIA	OH	45102	(810) 240-5729	Paul Morrow
1626	1	226 E. MARKET STREET	CELINA	OH	45822	(520) 227-4034	Edwin Holtsberry
<b>1632</b>	<b>580</b>	4347 E. MAIN ST.	WHITEHALL	OH	43213	(801) 913-1159	Josh Hill
<b>1632</b>	<b>581</b>	3096 SOUTHWEST BLVD	GROVE CITY	OH	43123	(801) 913-1159	Josh Hill
<b>1632</b>	<b>582</b>	2491 HILLIARD-ROME ROAD	HILLIARD	OH	43026	(801) 913-1159	Josh Hill
<b>1632</b>	<b>583</b>	534 S STATE ST	WESTERVILLE	OH	43081	(801) 913-1159	Josh Hill
<b>1632</b>	<b>584</b>	1931 HARD RD	COLUMBUS	OH	43235	(801) 913-1159	Josh Hill
<b>1632</b>	<b>585</b>	697 HARRISBURG PIKE	COLUMBUS	OH	43223	(801) 913-1159	Josh Hill
<b>1632</b>	<b>586</b>	87 N STYGLER RD	GAHANNA	OH	43230	(801) 913-1159	Josh Hill
<b>1632</b>	<b>587</b>	1200 DEMOREST RD	COLUMBUS	OH	43204	(801) 913-1159	Josh Hill
<b>1632</b>	<b>589</b>	14958 E BROAD ST	REYNOLDSBURG	OH	43068	(801) 913-1159	Josh Hill
<b>1632</b>	<b>590</b>	289 LAFAYETTE ST SUITE A	LONDON	OH	43140	(801) 913-1159	Josh Hill
1661	1	539 WEST HIGH AVE	NEW PHILADELPHIA	OH	44663	(330) 987-9291	Andrea Tyson
1672	1	216 CALUMET AVENUE	LIMA	OH	45804	(734) 968-6257	Ronald Massey
1672	3	599 N CABLE RD	LIMA	OH	45805	(734) 968-6257	Ronald Massey
1704	2	1119 WEST STATE STREET	FREMONT	OH	43420	(419) 360-0315	Mark Franz
1704	3	6363 MONROE ST	SYLVANIA	OH	43560	(419) 360-0315	Mark Franz
1725	1	104 S SYCAMORE ST	WOODSFIELD	OH	43793	(703) 598-9926	Karena Reusser

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1733	1	468 RICHMOND ROAD	RICHMOND HEIGHTS	OH	44143	(440) 212-2567	Michael Obi
1733	2	22674 SHORE CENTER DR.	EUCLID	OH	44123	(440) 212-2567	Michael Obi
1733	4	13917 CEDAR ROAD	SOUTH EUCLID	OH	44121	(440) 212-2567	Michael Obi
1751	1	125 BROAD ST.	ELYRIA	OH	44035	(440) 783-2955	Jeremy Pelc
1751	2	26832 LORAIN RD	NORTH OLMSTED	OH	44070	(440) 783-2955	Jeremy Pelc
1898	1	4747 SUDER ROAD	TOLEDO	OH	43611	(419) 297-4142	Robert Meyer
1898	2	154 W. SOUTH BOUNDARY	PERRYSBURG	OH	43551	(419) 297-4142	Robert Meyer
1898	3	1331 MCCORD ROAD	HOLLAND	OH	43528	(419) 297-4142	Robert Meyer
1898	4	3145 LAGRANGE ST	TOLEDO	OH	43608-1839	(419) 297-4142	Robert Meyer
1898	5	2535 STARR AVENUE	OREGON	OH	43616	(419) 297-4142	Robert Meyer
1917	3	201 MILAN AVE. SUITE C	NORWALK	OH	44857	(419) 509-7369	Melissa Tansey
1924	2	204 LANCASTER PIKE	CIRCLEVILLE	OH	43113	(614) 499-4973	Dan Rasevich
1934	1	6727 DENISON RD.	CLEVELAND	OH	44102	(216) 650-0000	Pierre Bayeh
1935	1	6210 BROOKPARK RD	CLEVELAND	OH	44129	(516) 650-0000	Pierre Bayeh
1935	2	13342 MADISON AVENUE	LAKWOOD	OH	44107	(516) 650-0000	Pierre Bayeh
1935	3	1011 W PLEASANT VALLEY RD	PARMA	OH	44134	(516) 650-0000	Pierre Bayeh
1935	4	13721 LORAIN AVE.	CLEVELAND	OH	44111	(516) 650-0000	Pierre Bayeh
1935	6	5945 SOUTH SMITH RD	BROOK PARK	OH	44142	(516) 650-0000	Pierre Bayeh
2008	1	3228 CLARK AVE.	CLEVELAND	OH	44109	(216) 272-0787	
2017	1	906 E. STATE STREET	ATHENS	OH	45701	(304) 865-2284	Lloyd Hughes
2017	2	1375 W HUNTER ST	LOGAN	OH	43138	(304) 865-2284	Lloyd Hughes
2072	1	4774 MAHONING AVE	AUSTINTOWN	OH	44515	(330) 888-2780	Rabih (Rob) Haddad
2072	2	2916 MCCARTNEY RD	YOUNGSTOWN	OH	44505	(330) 888-2780	Rabih (Rob) Haddad
2072	3	6261 YOUNGSTOWN-WARREN RD	NILES	OH	44446	(330) 888-2780	Rabih (Rob) Haddad
2072	4	68 BOARDMAN POLAND RD	BOARDMAN	OH	44512	(330) 888-2780	Rabih (Rob) Haddad
3078	1	7310 HARVARD AVE.	CLEVELAND	OH	44105	(216) 577-0955	Zack Mensour
3168	1	5500 HARRISON AVE.	CINCINNATI	OH	45248	(937) 269-4885	Jon Collins
3168	2	1198 W GALBRAITH RD	CINCINNATI	OH	45231	(937) 269-4885	Jon Collins
3168	3	5243 GLENWAY AVE	CINCINNATI	OH	45238	(937) 269-4885	Jon Collins
3168	4	550 BREIEL BLVD.	MIDDLETOWN	OH	45044	(937) 269-4885	Jon Collins
3168	5	942 WEST STATE STREET	TRENTON	OH	45067	(937) 269-4885	Jon Collins
3205	1	1174 B NORTH COURT ST	MEDINA	OH	44256	(330) 888-2780	Rabih (Rob) Haddad
3205	3	1198 S ARLINGTON ST	AKRON	OH	44306	(330) 888-2780	Rabih (Rob) Haddad
3205	4	3841 CENTER RD	BRUNSWICK	OH	44212	(330) 888-2780	Rabih (Rob) Haddad

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3205	5	2904 MILAN RD	SANDUSKY	OH	44870	(330) 888-2780	Rabih (Rob) Haddad
3250	5	832 S MAIN ST	CENTERVILLE	OH	45458	(734) 239-3643	Frank Sanchez
3250	6	1892 S MAPLE AVE	FAIRBORN	OH	45324	(734) 239-3643	Frank Sanchez
3250	7	7151 E. MAIN ST.	REYNOLDSBURG	OH	43068	(734) 239-3643	Frank Sanchez
3250	8	3009 CLEVELAND AVENUE	COLUMBUS	OH	43224	(734) 239-3643	Frank Sanchez
3250	9	5374 SULLIVANT AVENUE	GALLOWAY	OH	43119	(734) 239-3643	Frank Sanchez
3265	1	100 HARRY SAUNER RD	HILLSBORO	OH	45133	(937) 544-5529	Marla May
3265	2	758 E STATE ST	GEORGETOWN	OH	45121	(937) 544-5529	Marla May
3291	1	4112 E LAKE RD	SHEFFIELD LAKE	OH	44054	(216) 324-9880	SAMUEL Zarif
3319	1	11311 BUCKEYE RD.	CLEVELAND	OH	44104	(216) 339-4519	Tej Patel
3322	1	7422 WALES RD	NORTHWOOD	OH	43619	(419) 810-0118	Moe Ridi
3535	1	21650 Libby Rd	Maple Heights	OH	44137	(440) 591-2294	Nabil Doleh
3633	1	5301 N LEAVITT RD STE B	LORAIN	OH	44053	(440) 522-7756	Chhaya Patel
3692	1	708 NORTH UNION STREET	FOSTORIA	OH	44830	(419) 509-3000	Kelly Redford
3748	1	1245 WEST PROSPECT ROAD	ASHTABULA	OH	44004	(814) 490-9268	Justin Borerro
3787	6	646 W. WATER STREET STE 110	PIQUA	OH	45356	(765) 686-2186	Paul Ott
3787	7	1408 WEST MAIN ST	TROY	OH	45373	(765) 686-2186	Paul Ott
3787	8	1122 MICHIGAN ST.	SIDNEY	OH	45365	(765) 686-2186	Paul Ott
3795	1	5611 CHATTERTON RD	COLUMBUS	OH	43232	(934) 441-1020	Ahab Alammar
3795	2	14 E HUDSON ST	COLUMBUS	OH	43202	(934) 441-1020	Ahab Alammar
3795	3	556 EAST BROAD	PATASKALA	OH	43062	(934) 441-1020	Ahab Alammar
3795	4	5838 COLUMBUS SQUARE	COLUMBUS	OH	43231	(934) 441-1020	Ahab Alammar
3795	5	1277 MORSE RD	COLUMBUS	OH	43229	(934) 441-1020	Ahab Alammar
3813	1	1424 SCOTT STREET	NAPOLEON	OH	43545	(734) 624-2885	Harmeet Singh
3813	2	830 N SHOOP ROAD	WAUSEON	OH	43567	(734) 624-2885	Harmeet Singh
3831	1	2955 E STATE ST	SALEM	OH	44460	(234) 247-0058	Sukhwinder Singh
3839	1	35145 CENTER RIDGE RD	NORTH RIDGEVILLE	OH	44039	(440) 281-9386	Nizar Nimeh
129	1	1712 W BRITTON RD	THE VILLAGE	OK	73120	(405) 659-2857	Steve Price
129	3	1720 SOUTH AIR DEPOT	MIDWEST CITY	OK	73110	(405) 659-2857	Steve Price
129	6	4463 NW 50TH	OKLAHOMA CITY	OK	73112	(405) 659-2857	Steve Price
129	9	1000 ALAMEDA ST	NORMAN	OK	73071	(405) 659-2857	Steve Price
129	11	432 SW 59TH STREET	OKLAHOMA CITY	OK	73109	(405) 659-2857	Steve Price
129	12	6919 NW 122ND	OKLAHOMA CITY	OK	73142	(405) 659-2857	Steve Price
129	15	4500 SE 29TH STREET	OKLAHOMA CITY	OK	73115-3316	(405) 659-2857	Steve Price

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").



**Exhibit F**

**Franchise Stores in the USA as of 12/31/2023**

129	17	1540 SW 27TH ST	EL RENO	OK	73036	(405) 659-2857	Steve Price
129	18	1215 E. VANDAMENT	YUKON	OK	73099	(405) 659-2857	Steve Price
129	19	4701 S MAY	OKLAHOMA CITY	OK	73119	(405) 659-2857	Steve Price
129	22	2290 W MAIN STREET	NORMAN	OK	73069	(405) 659-2857	Steve Price
129	25	2400 N MAIN	CHOCTAW	OK	73020	(405) 659-2857	Steve Price
129	27	1725 W OWEN K GARRIOTT RD	ENID	OK	73703	(405) 659-2857	Steve Price
129	29	713 N. PERKINS ROAD	STILLWATER	OK	74075	(405) 659-2857	Steve Price
129	30	3150 S HARRAH RD	HARRAH	OK	73045	(405) 659-2857	Steve Price
129	36	1323 BRYANT ST	EDMOND	OK	73034	(405) 659-2857	Steve Price
129	56	1229 NORTH SANTA FE	MOORE	OK	73160	(405) 659-2857	Steve Price
129	57	2212 NORTH ROCKWELL	BETHANY	OK	73008	(405) 659-2857	Steve Price
129	58	14 E 33RD ST	EDMOND	OK	73013	(405) 659-2857	Steve Price
129	59	1110 N. EASTERN	MOORE	OK	73160	(405) 659-2857	Steve Price
129	60	707 NW 32ND PLACE	NEWCASTLE	OK	73065	(405) 659-2857	Steve Price
129	61	8825 S. WESTERN	OKLAHOMA CITY	OK	73139-9203	(405) 659-2857	Steve Price
129	62	11900 S. MAY	OKLAHOMA CITY	OK	73170	(405) 659-2857	Steve Price
129	63	829 SW GRAND	OKLAHOMA CITY	OK	73119	(405) 659-2857	Steve Price
129	64	2120 NW 164TH STREET	EDMOND	OK	73013	(405) 659-2857	Steve Price
129	66	10721 N. MAY AVENUE	OKLAHOMA CITY	OK	73120	(405) 659-2857	Steve Price
129	67	2500 W. EDMOND ROAD	EDMOND	OK	73003	(405) 659-2857	Steve Price
129	68	108 S DOUGLAS	MIDWEST CITY	OK	73110	(405) 659-2857	Steve Price
129	69	312 W HIGHWAY 152	MUSTANG	OK	73064	(405) 659-2857	Steve Price
129	70	1501 N KICKAPOO	SHAWNEE	OK	74801	(405) 659-2857	Steve Price
129	71	2511 NW 23RD	OKLAHOMA CITY	OK	73107	(405) 659-2857	Steve Price
129	72	1601 N MERIDIAN AVE	OKLAHOMA CITY	OK	73127	(405) 659-2857	Steve Price
1495	1	11309 EAST 31ST STREET	TULSA	OK	74146	(918) 851-5160	Dan Watkins
1495	2	3308 E. PINE ST.	TULSA	OK	74115	(918) 851-5160	Dan Watkins
1495	4	475 S. SHERIDAN	TULSA	OK	74112	(918) 851-5160	Dan Watkins
1495	5	1310 EAST 46TH STREET	TULSA	OK	74105	(918) 851-5160	Dan Watkins
1495	6	915 W WILL ROGERS BLVD	CLAREMORE	OK	74017	(918) 851-5160	Dan Watkins
1495	7	1717 NORTH PEORIA	TULSA	OK	74106	(918) 851-5160	Dan Watkins
1495	8	2406-E E SHAWNEE	MUSKOGEE	OK	74403	(918) 851-5160	Dan Watkins
1495	9	226 SOUTH 32ND STREET	MUSKOGEE	OK	74401	(918) 851-5160	Dan Watkins
1495	10	3535 E FRANK PHILLIPS BLVD	BARTLESVILLE	OK	74006	(918) 851-5160	Dan Watkins

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1495	13	463 S WOOD ST	PRYOR	OK	74361	(918) 851-5160	Dan Watkins
1826	1	1600 N COMMERCE #2	ARDMORE	OK	73401	(214) 300-5387	Irfaan Lalani
1826	2	3601 W MAIN STREET	DURANT	OK	74701	(214) 300-5387	Irfaan Lalani
1826	3	427 S GEORGE NIGH EXPRESSWAY	MCALESTER	OK	74501	(214) 300-5387	Irfaan Lalani
1826	5	2310 N MAIN ST	MIAMI	OK	74354	(214) 300-5387	Irfaan Lalani
1944	1	1909 S MUSKOGEE AVE	TAHLEQUAH	OK	74464	(214) 300-5387	Irfaan Lalani
1944	3	430 W WEKIWA RD SUITE 1	SAND SPRINGS	OK	74063	(214) 300-5387	Irfaan Lalani
1944	4	12375 EAST 86TH STREET NORTH	OWASSO	OK	74055	(214) 300-5387	Irfaan Lalani
1944	5	2707 NORTH 14TH STREET	PONCA CITY	OK	74601	(214) 300-5387	Irfaan Lalani
1944	6	1401 N MAIN STREET	ALTUS	OK	73521	(214) 300-5387	Irfaan Lalani
1944	7	802 W 3RD ST	ELK CITY	OK	73644	(214) 300-5387	Irfaan Lalani
3222	1	701 NORTH ASPEN AVE	BROKEN ARROW	OK	74012	(214) 300-5387	Vibe Restaurants Adr
3222	2	6533 EAST 51ST STREET	TULSA	OK	74145	(214) 300-5387	Vibe Restaurants Adr
3222	3	613 SOUTH MAIN ST	SAPULPA	OK	74066	(214) 300-5387	Vibe Restaurants Adr
3222	4	2036 EAST 81ST STREET	TULSA	OK	74137	(214) 300-5387	Vibe Restaurants Adr
3222	6	737 WEST NEW ORLEANS	BROKEN ARROW	OK	74011	(214) 300-5387	Vibe Restaurants Adr
3222	7	2129 S 4TH ST	CHICKASHA	OK	73018	(214) 300-5387	Vibe Restaurants Adr
3222	8	330 N MISSISSIPPI AVE SUITE B	ADA	OK	74820	(214) 300-5387	Vibe Restaurants Adr
3222	25	310 N. WASHINGTON ST	WEATHERFORD	OK	73096	(214) 300-5387	Vibe Restaurants Adr
3340	1	15045 US HIGHWAY 70	ARDMORE	OK	73401	(580) 668-2235	Gursharan Ghuman
3674	1	8809 S Sooner Rd Ste F	Oklahoma City	OK	73135	(405) 996-8561	Matthew Bulthuis
3766	1	6716 NW CACHE RD	LAWTON	OK	73505	(405) 317-4700	Cary Ross
3766	2	1414 NW SHERIDAN	LAWTON	OK	73505	(405) 317-4700	Cary Ross
3766	3	1150 N HIGHWAY 81	DUNCAN	OK	73533	(405) 317-4700	Cary Ross
1072	1	2233 NEWMARK	NORTH BEND	OR	97459	(541) 751-5560	Tina Briggs
1072	2	789 SOUTH BROADWAY	COOS BAY	OR	97420	(541) 751-5560	Tina Briggs
1248	1	1350 NE STEPHENS ST STE 44	ROSEBURG	OR	97470	(541) 672-1458	Charsami Antenorcrui
1264	1	24 N 9TH	COTTAGE GROVE	OR	97424	(541) 942-8926	Larry Wood
1367	1	1835 NE DIVISION	GRESHAM	OR	97030	(503) 804-6400	Jeff Burgess
1367	2	16353 SE DIVISION STREET	PORTLAND	OR	97236	(503) 804-6400	Jeff Burgess
1367	3	11940 NE GLISAN	PORTLAND	OR	97220	(503) 804-6400	Jeff Burgess
1394	1	183 Q STREET	SPRINGFIELD	OR	97477	(541) 521-6333	Steve Victor
1556	1	1240 GEARY STREET SE	ALBANY	OR	97322	(541) 905-1333	Tom Koltvedt
1556	2	3150 S SANTIAM HWY	LEBANON	OR	97355	(541) 905-1333	Tom Koltvedt

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1593	1	18681 SW TUALATIN VALLEY HWY	ALOHA	OR	97006	(949) 235-8778	Michael Akhavi
1593	2	1888 BASELINE RD	CORNELIUS	OR	97113	(949) 235-8778	Michael Akhavi
1593	3	2401 NE CORNELL RD.	HILLSBORO	OR	97124	(949) 235-8778	Michael Akhavi
1593	4	12020 SW ALLEN BLVD	BEAVERTON	OR	97005	(949) 235-8778	Michael Akhavi
1686	2	2000 N PACIFIC HWY	WOODBURN	OR	97071	(503) 710-0165	Sheree Doman
1711	2	650 N FIRST STREET	HERMISTON	OR	97838	(714) 520-9521	Aurelio Castaneda
1711	5	180 EAST LANE, #6	ONTARIO	OR	97914	(714) 520-9521	Aurelio Castaneda
2059	1	3278 LANCASTER DR.	SALEM	OR	97305	(541) 513-3988	Tyler George
3097	1	926 N. LOMBARD,	PORTLAND	OR	97217	(661) 886-0872	Gurinder Dhaliwal
3097	3	11314 SE 82ND AVE SUITE 202	HAPPY VALLEY	OR	97086	(661) 886-0872	Gurinder Dhaliwal
<b>3448</b>	<b>12</b>	1087 MEDFORD CENTER	MEDFORD	OR	97504	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>13</b>	1616 WILLIAMS HWY	GRANTS PASS	OR	97527	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>14</b>	5538 SOUTH 6TH STREET	KLAMATH FALLS	OR	97603	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>15</b>	1205 G PLAZA BLVD.	CENTRAL POINT	OR	97502	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>16</b>	1120 SE 3RD. SUITE 200	BEND	OR	97702	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>17</b>	8336 HIGHWAY 62	WHITE CITY	OR	97503	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>18</b>	944 SW VETERANS WAY	REDMOND	OR	97756	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>20</b>	1050 GREEN ACRES	EUGENE	OR	97408	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>21</b>	847 SENECA RD.	EUGENE	OR	97402	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>22</b>	1329 NW 9TH ST	CORVALLIS	OR	97330	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>23</b>	405 E. MAIN ST	MONMOUTH	OR	97361	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>24</b>	3830 RIVER ROAD NORTH	KEIZER	OR	97303	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>25</b>	4768 ROYAL AVE	EUGENE	OR	97402	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>26</b>	5757 COMMERCIAL STREET SE	SALEM	OR	97306	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>27</b>	100 LANCASTER SE	SALEM	OR	97305	(661) 477-3674	Johnny Baklini
<b>3448</b>	<b>28</b>	1395 EDGEWATER ST NW	SALEM	OR	97034	(661) 477-3674	Johnny Baklini
3463	1	16230 SW PACIFIC HWY	TIGARD	OR	97224	(917) 868-9015	Gurdeep Chahal
3463	2	2050 S BEAVERCREEK RD	OREGON CITY	OR	97045	(917) 868-9015	Gurdeep Chahal
3685	1	508 N HIGHWAY 99 WEST	MCMINNVILLE	OR	97128	(503) 302-7368	CODY CHAMBERS
3790	1	1830 SW COURT AVENUE	PENDLETON	OR	97801	(714) 321-1630	Saira Sanchez Castane
233	8	801 PARK AVENUE	MEADVILLE	PA	16335	(814) 449-0207	Pierre Bayeh
233	13	117 W SMITH	CORRY	PA	16407	(814) 449-0207	Pierre Bayeh
1219	2	14 MARKET ST.	WARREN	PA	16365	(814) 688-6993	Paul Jones
1219	3	100 W. WASHINGTON ST.	BRADFORD	PA	16701	(814) 688-6993	Paul Jones

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1238	1	410 E. CENTRAL STREET	TITUSVILLE	PA	16354	(814) 964-0884	TODD GRAVES
1238	2	843 LIBERTY ST.	FRANKLIN	PA	16323	(814) 964-0884	TODD GRAVES
1238	3	640 HIGH ST	WATERFORD	PA	16441	(814) 964-0884	TODD GRAVES
1334	3	456 MORGANTOWN ST.	UNIONTOWN	PA	15401	(304) 594-2044	Howard Goodstein
1334	4	1550 E. HIGH ST.	WAYNESBURG	PA	15370	(304) 594-2044	Howard Goodstein
1334	6	275 JEFFERSON AVE.	WASHINGTON	PA	15301	(304) 594-2044	Howard Goodstein
1334	7	704 WILMINGTON AVE	NEW CASTLE	PA	16101	(304) 594-2044	Howard Goodstein
1334	8	152 EAST PIKE STREET	CANONSBURG	PA	15317	(304) 594-2044	Howard Goodstein
1334	13	1985 LINCOLN WAY	WHITE OAK	PA	15131	(304) 594-2044	Howard Goodstein
1334	14	1701 THIRD STREET	BEAVER	PA	15009	(304) 594-2044	Howard Goodstein
1334	16	220 MEMORIAL BLVD.	CONNELLSVILLE	PA	15425	(304) 594-2044	Howard Goodstein
1334	17	1742 GREENSBURG AVE.	NORTH VERSAILLES	PA	15137	(304) 594-2044	Howard Goodstein
1334	19	201 WEST MAIN ST	GROVE CITY	PA	16127	(304) 594-2044	Howard Goodstein
1334	20	540 BUTLER CROSSING, SUITE 6	BUTLER	PA	16001	(304) 594-2044	Howard Goodstein
1334	21	5301 GROVE RD	PITTSBURGH	PA	15236	(304) 594-2044	Howard Goodstein
1334	24	4975 STATE ROUTE 51 NORTH	BELLE VERNON	PA	15012	(304) 594-2044	Howard Goodstein
1334	28	2501 LEECHBURG RD	LOWER BURRELL	PA	15068	(304) 594-2044	Howard Goodstein
1334	32	1 BURKETT LN	WASHINGTON	PA	15301	(304) 594-2044	Howard Goodstein
1334	33	9225 ROUTE 30	IRWIN	PA	15642	(304) 594-2044	Howard Goodstein
1334	37	4960 ROUTE 8	ALLISON PARK	PA	15101	(304) 594-2044	Howard Goodstein
1334	40	211 S VINE ST	CARMICHAELS	PA	15320	(304) 594-2044	Howard Goodstein
1334	43	404 SOUTH 3RD ST	YOUNGWOOD	PA	15697	(304) 594-2044	Howard Goodstein
1334	44	1950 UNIVERSITY AVE	CONNELLSVILLE	PA	15425	(304) 594-2044	Howard Goodstein
1347	1	2897 W 26TH STREET	ERIE	PA	16506	(814) 490-9268	Tracy Wurst
1347	2	725 W 38TH ST	ERIE	PA	16506	(814) 490-9268	Tracy Wurst
1347	3	4490 BUFFALO ROAD	ERIE	PA	16510	(814) 490-9268	Tracy Wurst
1347	4	1904 W 8TH ST	ERIE	PA	16505	(814) 490-9268	Tracy Wurst
1347	5	109 WEST MAIN STREET	NORTH EAST	PA	16428	(814) 490-9268	Tracy Wurst
1347	6	9125 WEST RIDGE RD	GIRARD	PA	16417	(814) 490-9268	Tracy Wurst
1347	7	1332 E GRANDVIEW	ERIE	PA	16504	(814) 490-9268	Tracy Wurst
1347	16	1025 PARADE STREET	ERIE	PA	16503	(814) 490-9268	Tracy Wurst
1646	1	1517 EASTON AVENUE	BETHLEHEM	PA	18018	(610) 751-3411	Louis Gubish
1808	1	1968 E STATE STREET	HERMITAGE	PA	16148	(814) 964-0884	Josh Graves
1937	1	5207 WALNUT ST	PHILADELPHIA	PA	19139	(484) 620-6438	Yvon Casimir

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1995	6	1513 SCALP AVE SUITE 80	JOHNSTOWN	PA	15904	(336) 413-6709	Shawn Darter
3125	1	550 W BROAD ST	HAZLETON	PA	18201	(559) 367-9207	GURMEET Dhillon
3125	2	613 LUZERNE ST	SCRANTON	PA	18504	(559) 367-9207	GURMEET Dhillon
3125	3	618 BLACKMAN ST	WILKES BARRE	PA	18702	(559) 367-9207	GURMEET Dhillon
3244	1	204 WATERFORD ST	EDINBORO	PA	16412	(814) 490-9268	Justin Borrero
3412	22	700 E. HUNTING PARK AVE.	PHILADELPHIA	PA	19124	(304) 541-6377	James White
3412	23	919 LEVICK ST.	PHILADELPHIA	PA	19111	(304) 541-6377	James White
3412	24	3668 ARAMINGO	PHILADELPHIA	PA	19134	(304) 541-6377	James White
3412	25	7153 OGONTZ AVE	PHILADELPHIA	PA	19138	(304) 541-6377	James White
3412	26	5901 LANCASTER AVE	PHILADELPHIA	PA	19151	(304) 541-6377	James White
3412	29	33 N MACDADE BLVD	GLENOLDEN	PA	19036	(304) 541-6377	James White
3412	37	1936 MACDADE BLVD	WOODLYN	PA	19094	(304) 541-6377	James White
3412	40	2400 PASSYUNK AVE	PHILADELPHIA	PA	19145	(304) 541-6377	James White
3412	43	2501 ISLAND AVE	PHILADELPHIA	PA	19153	(304) 541-6377	James White
3412	46	215 W MAIN ST UNIT 303	NORRISTOWN	PA	19401	(304) 541-6377	James White
3484	1	720 QUENTIN RD	LEBANON	PA	17042	(559) 567-5546	Harjinder Dhillon
3575	1	2062 LYCOMING CREEK RD. STE.6	WILLIAMSPORT	PA	17701	(601) 842-8292	Carrie Morgret
3575	2	1788 EAST THIRD STREET	WILLIAMSPORT	PA	17701	(601) 842-8292	Carrie Morgret
3575	3	3 MILLBROOK PLAZA	MILL HALL	PA	17751	(601) 842-8292	Carrie Morgret
3575	4	970 SCOTT TOWN CENTER	BLOOMSBURG	PA	17815	(601) 842-8292	Carrie Morgret
3575	5	212 W. PLANK RD.	ALTOONA	PA	16602	(601) 842-8292	Carrie Morgret
3575	6	226 E. CHESTNUT AVE.	ALTOONA	PA	16601	(601) 842-8292	Carrie Morgret
3605	1	165 LEVITTOWN PKWY	LEVITTOWN	PA	19054	(99999773) 454-2948	Danny Ruffin
3612	1	1701 WELSH ROAD SUITE 3	PHILADELPHIA	PA	19115	(267) 408-1785	Gaite Joseph
3636	1	1490 N CENTER AVE	SOMERSET	PA	15542	(770) 990-5624	David Rabin
3643	1	72 WASHINGTON ST	EAST STROUDSBURG	PA	18301	(570) 580-7113	Pethrina Burgos
3667	1	1439 ALLEN ST.	ALLENTOWN	PA	18102	(267) 205-4341	Riya Desai
3667	2	2439 BUTLER STREET	EASTON	PA	18042	(267) 205-4341	Riya Desai
3667	3	1636 UNION BLVD	ALLENTOWN	PA	18109	(267) 205-4341	Riya Desai
3667	4	400 W ALLEGHENY AVE	PHILADELPHIA	PA	19133	(267) 205-4341	Riya Desai
3667	5	701 W LEHIGH AVE	PHILADELPHIA	PA	19133	(267) 205-4341	Riya Desai
3714	1	650 EAST HIGH STREET	CARLISLE	PA	17013	(203) 393-5798	Blake Crews
3714	2	4955 CARLISLE PIKE	MECHANICSBURG	PA	17050	(203) 393-5798	Blake Crews
3714	3	836 MARKET ST	LEMOYNE	PA	17043	(203) 393-5798	Blake Crews

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3793	1	2165 YORK CROSSING DR W	YORK	PA	17408	(406) 241-0800	Prabhjeet Grewal
3793	2	2701 EASTERN BLVD.	YORK	PA	17402	(406) 241-0800	Prabhjeet Grewal
3793	3	1715 LINCOLN WAY EAST	CHAMBERSBURG	PA	17202	(406) 241-0800	Prabhjeet Grewal
3793	4	11374 BUCHANAN TRAIL EAST	WAYNESBORO	PA	17268	(406) 241-0800	Prabhjeet Grewal
3793	5	4002 UNION DEPOSIT RD	HARRISBURG	PA	17109	(406) 241-0800	Prabhjeet Grewal
3804	2	5694 RISING SUN AVE	PHILADELPHIA	PA	19120	(856) 425-8715	Kiren Patel
3804	4	4322 NORTH BROAD ST	PHILADELPHIA	PA	19140	(856) 425-8715	Kiren Patel
3804	5	7107 FRANKFORD AVE	PHILADELPHIA	PA	19135	(856) 425-8715	Kiren Patel
3804	6	2060 COTTMAN AVE	PHILADELPHIA	PA	19149	(856) 425-8715	Kiren Patel
3804	7	235 BLOOMFIELD DRIVE	LITITZ	PA	17543	(856) 425-8715	Kiren Patel
3804	8	1643 LINCOLN HWY E	LANCASTER	PA	17602	(856) 425-8715	Kiren Patel
3804	9	137 ROHRERSTOWN RD	LANCASTER	PA	17603	(856) 425-8715	Kiren Patel
3804	10	1111 S STATE ST	EPHRATA	PA	17522	(856) 425-8715	Kiren Patel
3804	11	1920 KUTZTOWN ROAD	READING	PA	19604	(856) 425-8715	Kiren Patel
3804	12	2851 PERKIOMEN AVENUE	READING	PA	19606	(856) 425-8715	Kiren Patel
3804	13	4701 N 5TH ST HWY	TEMPLE	PA	19560	(856) 425-8715	Kiren Patel
3804	14	502 E LANCASTER AVE	READING	PA	19607	(856) 425-8715	Kiren Patel
3804	32	214 COMMERCE CIR	BRISTOL	PA	19007	(856) 425-8715	Kiren Patel
3808	1	100 ART ROONEY AVE	PITTSBURGH	PA	15212	(412) 697-7128	Dominic Depaola
3809	1	1 LINCOLN FINANCIAL FIELD WAY	PHILADELPHIA	PA	19148	(267) 570-4219	Timothy Hager
494	1	59 MARTINEZ NADAL ST	MAYAGUEZ	PR	680	(999) 999-9999	Jorge Mantaras
494	2	STATE ROAD #107 KM 28	AGUADILLA	PR	603	(999) 999-9999	Jorge Mantaras
494	3	CAPITAN CARRERA	PONCE	PR	731	(999) 999-9999	Jorge Mantaras
494	4	GRANDE	MAYAGUEZ	PR	680	(999) 999-9999	Jorge Mantaras
494	5	ST ROAD #100 KM 3.6	CABO ROJO	PR	623	(999) 999-9999	Jorge Mantaras
494	6	FAGOT AVENUE #143	PONCE	PR	680	(999) 999-9999	Jorge Mantaras
494	7	XTRA ARECIBO SHOPPING CENTER	ARECIBO	PR	709	(999) 999-9999	Jorge Mantaras
494	8	COAMO PLAZA SHOPPING CENTER	COAMO	PR	761	(999) 999-9999	Jorge Mantaras
494	9	EMERITO ESTRADA RIVERA	SAN SEBASTIAN	PR	685	(999) 999-9999	Jorge Mantaras
494	10	AVENUE QUILICHINI #15	SABANA GRANDE	PR	747	(999) 999-9999	Jorge Mantaras
494	11	#417 ROAD KM 3	AGUADA	PR	602	(999) 999-9999	Jorge Mantaras
494	12	25 DE JULIO AVE. #155	YAUICO	PR	698	(999) 999-9999	Jorge Mantaras
494	13	AVENIDO CASTO PEREZ #90	SAN GERMAN	PR	683	(999) 999-9999	Jorge Mantaras
494	14	APOLLO SHOPPING CENTRE	SAN JUAN	PR	969	(999) 999-9999	Jorge Mantaras

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

494	15	PEREZ HARMANOS PLAZA	CAYEY	PR	737	(999) 999-9999	Jorge Mantaras
494	16	LOS DOMINICOS SHOPPING CENTER	TAO BAJA	PR	949	(999) 999-9999	Jorge Mantaras
494	17	CARRE PR #115	RINCON	PR	680	(999) 999-9999	Jorge Mantaras
494	18	ROAD 402 KM 2.9 QUEBRADA LARGA	QUEBRADA LARGA	PR	610	(999) 999-9999	Jorge Mantaras
4133	1	1482 AVE ROOSEVELT	SAN JUAN	PR	920	(864) 363-3635	Shane Inman
4133	2	JUNCOS PLAZA	JUNCOS	PR	777	(864) 363-3635	Shane Inman
4133	3	SAN LORENZO SHOPPING CENTER	SAN LORENZO	PR	754	(864) 363-3635	Shane Inman
4133	4	PLAZA CANOVANAS	CANOVANAS	PR	729	(864) 363-3635	Shane Inman
4133	5	65 INFRANTRY SHOPPING	SAN JUAN	PR	925	(864) 363-3635	Shane Inman
4133	6	TRUJILLO ALTO PLAZA, CARR. 181	TRUJILLO ALTO	PR	976	(864) 363-3635	Shane Inman
4133	7	REXVILLE TOWNE CENTER	BAYAMON	PR	957	(864) 363-3635	Shane Inman
4133	8	150 PR-3	FAJARDO, PR	PR	738	(864) 363-3635	Shane Inman
4133	9	AVENIDA LEONCIO VAZQUEZ	CAGUAS, PR	PR	725	(864) 363-3635	Shane Inman
4133	10	CARR 156 INT LOS PRADOS BLVD	CAGUAS, PR	PR	725	(864) 363-3635	Shane Inman
4133	11	TRIUMPH PLAZA	HUMACAO	PR	792	(864) 363-3635	Shane Inman
4133	12	HATO REY CALACOSTAS	HATO REY	PR	917	(864) 363-3635	Shane Inman
4133	13	COMANDANTE SHOPPING CENTER	CAROLINA	PR	983	(864) 363-3635	Shane Inman
4133	14	REPARTO METROPOLITANO SHOPPING	SAN JUAN	PR	921	(864) 363-3635	Shane Inman
4133	15	RALPH FOOD WAREHOUSE SHOPPING	YABUCOA	PR	901	(864) 363-3635	Shane Inman
4133	16	PLAZA CENTRO SHOPPING CENTER	CAGUAS	PR	725	(864) 363-3635	Shane Inman
3277	1	539 SMITH ST	PROVIDENCE	RI	02908-4350	(202) 345-0306	Tejas Desai
3277	2	529 BROAD ST	PROVIDENCE	RI	2907	(202) 345-0306	Tejas Desai
3277	3	763 RESERVOIR	CRANSTON	RI	2910	(202) 345-0306	Tejas Desai
3796	1	465 LONSDALE	PAWTUCKET	RI	2860	(401) 787-6562	Joseph Kishfy
101	1	1174 N. PLEASANTBURG DR.	GREENVILLE	SC	29607	(864) 420-3142	Tony Kirby
101	3	5004 OLD SPARTANBURG RD.	TAYLORS	SC	29687	(864) 420-3142	Tony Kirby
101	4	3024 WADE HAMPTON BLVD.	TAYLORS	SC	29687	(864) 420-3142	Tony Kirby
101	5	6406 WHITE HORSE RD	GREENVILLE	SC	29617	(864) 420-3142	Tony Kirby
101	6	5546 CALHOUN MEMORIAL HWY	EASLEY	SC	29640	(864) 420-3142	Tony Kirby
101	7	242 A WEST WADE HAMPTON BLVD	GREER	SC	29650	(864) 420-3142	Tony Kirby
101	9	641 SE MAIN ST	SIMPSONVILLE	SC	29681	(864) 420-3142	Tony Kirby
101	10	2700 GENTRY MEMORIAL HWY	PICKENS	SC	29671	(864) 420-3142	Tony Kirby
101	11	148 WALNUT LANE	TRAVELERS REST	SC	29690	(864) 420-3142	Tony Kirby
101	13	1810 WOODRUFF RD	GREENVILLE	SC	29607	(864) 420-3142	Tony Kirby

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

101	14	3525 EARLE E MORRIS JR HWY	GREENVILLE	SC	29611-7515	(864) 420-3142	Tony Kirby
101	15	7486 AUGUSTA ROAD	PIEDMONT	SC	29673	(864) 420-3142	Tony Kirby
101	17	3225 AUGUSTA STREET	GREENVILLE	SC	29605	(864) 420-3142	Tony Kirby
101	18	301-A W BUTLER RD	MAULDIN	SC	29662	(864) 420-3142	Tony Kirby
101	20	3280F PLEASANTBURG DR.	GREENVILLE	SC	29609	(864) 420-3142	Tony Kirby
101	21	2099G E MAIN ST.	DUNCAN	SC	29334	(864) 420-3142	Tony Kirby
117	4	310 W MAIN ST	WILLIAMSTON	SC	29697	(864) 844-3800	Mark Taylor
117	6	3205 MARTIN LUTHER KING JR BLV	ANDERSON	SC	29625	(864) 844-3800	Mark Taylor
1065	1	2750 BOILING SPRINGS RD	BOILING SPRINGS	SC	29316	(864) 590-2253	Paul Melotte
1065	2	514 S. ALABAMA AVE.	CHESNEE	SC	29323	(864) 590-2253	Paul Melotte
1065	5	109 THRIFT AVE	SENECA	SC	29678	(864) 590-2253	Paul Melotte
1065	6	561 BYPASS 72 NW	GREENWOOD	SC	29649	(864) 590-2253	Paul Melotte
1466	1	2000 CLEMSON RD STE 2	COLUMBIA	SC	29229	(803) 743-5274	Tim Putnam
1466	2	3315 BROAD RIVER RD	COLUMBIA	SC	29210	(803) 743-5274	Tim Putnam
1466	3	1788 SOUTH LAKE DRIVE	LEXINGTON	SC	29073	(803) 743-5274	Tim Putnam
1466	4	7249 ST ANDREWS RD	COLUMBIA	SC	29212	(803) 743-5274	Tim Putnam
1466	5	116 DREHER RD	WEST COLUMBIA	SC	29169	(803) 743-5274	Tim Putnam
1466	7	1180 DUTCH FORK ROAD	IRMO	SC	29063	(803) 743-5274	Tim Putnam
1466	8	610 HIGHWAY 1 SOUTH	LUGOFF	SC	29078	(803) 743-5274	Tim Putnam
1466	9	4440 ROSEWOOD DR	COLUMBIA	SC	29209	(803) 743-5274	Tim Putnam
1466	10	7840 GARNERS FERRY RD	COLUMBIA	SC	29209	(803) 743-5274	Tim Putnam
1466	11	5212 HIGHWAY 321	GASTON	SC	29053	(803) 743-5274	Tim Putnam
1466	12	2336 DECKER BLVD	COLUMBIA	SC	29206	(803) 743-5274	Tim Putnam
1466	22	215 W COLUMBIA AVE	BATESBURG	SC	29006	(803) 743-5274	Tim Putnam
1466	25	2440 AUGUSTA HIGHWAY	LEXINGTON	SC	29072	(803) 743-5274	Tim Putnam
1466	26	1072 CHESTNUT	ORANGEBURG	SC	29115	(803) 743-5274	Tim Putnam
1466	27	2916 EMANUEL CHURCH RD	WEST COLUMBIA	SC	29170	(803) 743-5274	Tim Putnam
1466	28	810 BROAD STREET	SUMTER	SC	29150	(803) 743-5274	Tim Putnam
1466	29	2077 WEDGEFIELD RD	SUMTER	SC	29154	(803) 743-5274	Tim Putnam
1618	41	1932 CHERRY ROAD	ROCK HILL	SC	29732	(617) 733-9795	Patrick OConnel
<b>1632</b>	<b>380</b>	73 TOWNE DR.	BLUFFTON	SC	29910	(801) 913-1159	Josh Hill
<b>1632</b>	<b>381</b>	330 ROBERT SMALLS PKWY	BEAUFORT	SC	29906	(801) 913-1159	Josh Hill
1741	4	165 MARKET PLACE DR	NORTH AUGUSTA	SC	29860	(706) 993-8055	Mark Jennings
1759	1	1725 W. PALMETTO ST.	FLORENCE	SC	29501	(843) 260-5574	Otis Kelly

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1759	2	313 2ND LOOP	FLORENCE	SC	29506	(843) 260-5574	Otis Kelly
1759	3	1150 SOUTH 4TH STREET	HARTSVILLE	SC	29550	(843) 260-5574	Otis Kelly
1759	6	1906 EAST HWY 76	MARION	SC	29571	(843) 260-5574	Otis Kelly
1759	7	3231 W PALMETTO ST	FLORENCE	SC	29501	(843) 260-5574	Otis Kelly
1798	1	1040 FERNWOOD GLENDALE ROAD	SPARTANBURG	SC	29307	(864) 921-2941	Andy Hall
1798	2	1635 JOHN B WHITE SR BLVD	SPARTANBURG	SC	29301	(864) 921-2941	Andy Hall
1798	3	1411 W FLOYD BAKER BLVD	GAFFNEY	SC	29341	(864) 921-2941	Andy Hall
1798	4	408 N DUNCAN BYPASS	UNION	SC	29379	(864) 921-2941	Andy Hall
1798	5	11090 ASHEVILLE HIGHWAY	INMAN	SC	29349	(864) 921-2941	Andy Hall
1798	6	558 N MAIN ST	WOODRUFF	SC	29388	(864) 921-2941	Andy Hall
1798	7	1318 WILSON ROAD	NEWBERRY	SC	29108	(864) 921-2941	Andy Hall
1798	8	233 HILLCREST DR.	LAURENS	SC	29360	(864) 921-2941	Andy Hall
1798	9	242 SPRINGDALE DR	CLINTON	SC	29325	(864) 921-2941	Andy Hall
1798	10	205 CEDAR SPRINGS RD	SPARTANBURG	SC	29302	(864) 921-2941	Andy Hall
1926	1	599 LANCASTER HWY	CHESTER	SC	29706	(864) 979-4710	Anthony Randall
1926	2	1137 HIGHWAY 9 BYPASS WEST	LANCASTER	SC	29720	(864) 979-4710	Anthony Randall
1926	3	101 SPRATT STREET	FORT MILL	SC	29715	(864) 979-4710	Anthony Randall
3031	1	1115 CENTRAL AVE	SUMMERVILLE	SC	29483	(734) 818-7539	Justin Hewett
3077	<b>3237</b>	104 NORTH GEORGETOWN AVE	JOHNSONVILLE	SC	29555	(904) 860-1355	Petra Arellano
3217	3	1 HIGHWAY 9 E	LONGS	SC	29568	(910) 876-3650	Nathaniel Barnes
3217	10	117-D RIVERTOWN BLVD	CONWAY	SC	29526	(910) 876-3650	Nathaniel Barnes
3217	12	317 RADFORD BLVD	DILLON	SC	29536	(910) 876-3650	Nathaniel Barnes
3217	13	4684 SOCASTEE BLVD	MYRTLE BEACH	SC	29588	(910) 876-3650	Nathaniel Barnes
3217	14	969 S GOVERNOR WILLIAMS HWY	DARLINGTON	SC	29532-5667	(910) 876-3650	Nathaniel Barnes
3217	24	3200 HIGHWAY 701 N	LORIS	SC	29569	(910) 876-3650	Nathaniel Barnes
3217	25	3482 BELLE TERRE BLVD	MYRTLE BEACH	SC	29579	(910) 876-3650	Nathaniel Barnes
3275	1	975 BACONS BRIDGE RD	SUMMERVILLE	SC	29485	(704) 904-5984	Sean Mangan
3275	2	220 RED BANK ROAD	GOOSE CREEK	SC	29445	(704) 904-5984	Sean Mangan
3275	3	3720 ASHLEY PHOSPHATE ROAD	NORTH CHARLESTON	SC	29418	(704) 904-5984	Sean Mangan
3275	4	1367 ASHLEY RIVER	CHARLESTON	SC	29407	(704) 904-5984	Sean Mangan
3275	5	1920 REMOUNT RD	NORTH CHARLESTON	SC	29406	(704) 904-5984	Sean Mangan
3275	8	2139A MAIN STREET	SUMMERVILLE	SC	29483	(704) 904-5984	Sean Mangan
3275	9	4450 DORCHESTER RD	NORTH CHARLESTON	SC	29405	(704) 904-5984	Sean Mangan
3275	10	604 ST. JAMES AVE.	GOOSE CREEK	SC	29445	(704) 904-5984	Sean Mangan

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3275	11	102 REMBERT C DENNIS BLVD	MONCKS CORNER	SC	29461	(704) 904-5984	Sean Mangan
3275	12	1324 N. JEFFERIES HWY	WALTERBORO	SC	29488	(704) 904-5984	Sean Mangan
3343	1	9616 STATE HWY 78	LADSON	SC	29456	(843) 452-2572	Tara Vaughn
3348	1	10469 DUNBARTON BLVD	BARNWELL	SC	29812	(352) 346-6285	Vimalbhai Patel
3393	62	1550 RICHLAND AVE WEST	AIKEN	SC	29801	(423) 855-8790	James Shepherd
3393	63	1513 WHISKEY RD.	AIKEN	SC	29803	(423) 855-8790	James Shepherd
3409	1	2801 S MAIN STREET	ANDERSON	SC	29624	(864) 940-6705	Eric Gurley
3434	1	7511 HIGHWAY 76 UNIT 100	PENDLETON	SC	29670	(864) 844-3800	Mark Taylor
3528	1	2308 BYPASS 25 SE	GREENWOOD	SC	29646	(864) 993-0761	Tyler Larkins
3742	1	1523 ASHEVILLE HWY	SPARTANBURG	SC	29303	(864) 590-2253	Paul Melotte
3753	1	63 LADYS ISLAND DR	BEAUFORT	SC	29907	(843) 344-2629	MARK HENSLEY
3786	1	9789 CHARLOTTE HWY	INDIAN LAND	SC	29707	(803) 367-7957	Argus Wiley
1820	1	1420 NORTH AVENUE	SPEARFISH	SD	57783	(605) 390-7954	Alex Edwards
1994	1	2001 6TH AVENUE SE	ABERDEEN	SD	57401	(605) 377-3300	T & M Management
3146	1	1517 9TH AVE SE	WATERTOWN	SD	57201	(989) 280-0107	Christine Goike
3146	2	1007 N MAIN ST	MITCHELL	SD	57301	(989) 280-0107	Christine Goike
3146	3	2508 WILBERT COURT	BROOKINGS	SD	57006	(989) 280-0107	Christine Goike
3469	4	5417 W 41ST STREET	SIOUX FALLS	SD	57106	(734) 740-2044	Mike Littlefield
3469	5	3221 S. MINNESOTA AVE.	SIOUX FALLS	SD	57105	(734) 740-2044	Mike Littlefield
3469	6	1108 EAST 10TH ST	SIOUX FALLS	SD	57103	(734) 740-2044	Mike Littlefield
3469	7	411 W 85th St #411	Sioux Falls	SD	57101	(734) 740-2044	Mike Littlefield
3577	1	1601 MT RUSHMORE BLVD	RAPID CITY	SD	57701	(734) 740-2044	Vincent Littlefield
3577	2	2120 W MAIN	RAPID CITY	SD	57702	(734) 740-2044	Vincent Littlefield
3577	3	685 N LACROSSE ST	RAPID CITY	SD	57701	(734) 740-2044	Vincent Littlefield
369	14	1065 WAYNE RD	SAVANNAH	TN	38372	(662) 286-1739	Adam Jenkins
<b>479</b>	<b>1</b>	5985 STAGE RD	BARTLETT	TN	38134	(901) 461-1831	Marty Mathews
<b>479</b>	<b>3</b>	235 NEW BYHALIA RD	COLLIERVILLE	TN	38017	(901) 461-1831	Marty Mathews
<b>479</b>	<b>7</b>	4730 RIVERDALE ROAD	MEMPHIS	TN	38141	(901) 461-1831	Marty Mathews
<b>479</b>	<b>8</b>	2219 RIDGEWAY	MEMPHIS	TN	38119	(901) 461-1831	Marty Mathews
<b>479</b>	<b>9</b>	2075 N GERMANTOWN PKWY	CORDOVA	TN	38016	(901) 461-1831	Marty Mathews
<b>479</b>	<b>10</b>	5018 PARK AVENUE	MEMPHIS	TN	38117	(901) 461-1831	Marty Mathews
<b>479</b>	<b>11</b>	3390 OVERTON CROSSING	MEMPHIS	TN	38127	(901) 461-1831	Marty Mathews
<b>479</b>	<b>12</b>	4471 SUMMER AVE	MEMPHIS	TN	38122	(901) 461-1831	Marty Mathews
<b>479</b>	<b>13</b>	4130 ELVIS PRESLEY AVENUE	MEMPHIS	TN	38116	(901) 461-1831	Marty Mathews

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>479</b>	<b>14</b>	3083 S PERKINS	MEMPHIS	TN	38118	(901) 461-1831	Marty Mathews
<b>479</b>	<b>16</b>	8257 HIGHWAY 51	MILLINGTON	TN	38053	(901) 461-1831	Marty Mathews
<b>479</b>	<b>17</b>	430 HIGHWAY 51 SOUTH	COVINGTON	TN	38019	(901) 461-1831	Marty Mathews
<b>479</b>	<b>18</b>	2669 LAMAR AVENUE	MEMPHIS	TN	38114-4350	(901) 461-1831	Marty Mathews
<b>479</b>	<b>20</b>	2991 CANADA ROAD	LAKELAND	TN	38002	(901) 461-1831	Marty Mathews
<b>479</b>	<b>21</b>	3287 AUSTIN PEAY HWY	MEMPHIS	TN	38128	(901) 461-1831	Marty Mathews
<b>479</b>	<b>22</b>	2105 UNION AVE	MEMPHIS	TN	38104	(901) 461-1831	Marty Mathews
<b>479</b>	<b>24</b>	1948 S THIRD ST	MEMPHIS	TN	39109	(901) 461-1831	Marty Mathews
<b>479</b>	<b>28</b>	5764 AIRLINE RD	ARLINGTON	TN	38002	(901) 461-1831	Marty Mathews
<b>479</b>	<b>30</b>	6552 WINCHESTER RD	MEMPHIS	TN	38115	(901) 461-1831	Marty Mathews
502	1	2350 MCGRADY DR. SE	CLEVELAND	TN	37323	(423) 716-5327	Nathaniel Napier
502	4	867 KEITH ST.	CLEVELAND	TN	37311	(423) 716-5327	Nathaniel Napier
502	5	1229 HUNTSVILLE HWY	FAYETTEVILLE	TN	37334	(423) 716-5327	Nathaniel Napier
502	7	615 PAUL HUFF PARKWAY NW	CLEVELAND	TN	37312	(423) 716-5327	Nathaniel Napier
502	9	411 KIMBALL CROSSING RD	KIMBALL	TN	37347	(423) 716-5327	Nathaniel Napier
502	10	1506 DECATUR PIKE	ATHENS	TN	37303	(423) 716-5327	Nathaniel Napier
1172	1	122 S WILLOW AVE.	COOKEVILLE	TN	38501	(931) 260-8377	Rick Waters
1172	3	524 W BOCKMAN WAY	SPARTA	TN	38583	(931) 260-8377	Rick Waters
1172	4	606 W MAIN ST	COOKEVILLE	TN	38506	(931) 260-8377	Rick Waters
1180	1	151 HIGHLAND SQUARE	CROSSVILLE	TN	38555	(931) 261-9543	Anthony Carroll
1180	2	1132 OAK RIDGE TPKE	OAK RIDGE	TN	37830	(931) 261-9543	Anthony Carroll
1180	3	409 N MAIN STREET	JAMESTOWN	TN	38556	(931) 261-9543	Anthony Carroll
1180	4	860 OVERTON PLAZA	LIVINGSTON	TN	38570	(931) 261-9543	Anthony Carroll
1180	5	601 N KENTUCKY ST	KINGSTON	TN	37763	(931) 261-9543	Anthony Carroll
1180	6	102 SOUTH GATEWAY AVE	ROCKWOOD	TN	37854	(931) 261-9543	Anthony Carroll
1180	7	151 S ROANE ST	HARRIMAN	TN	37748	(931) 261-9543	Anthony Carroll
1204	1	1728 N LOCUST AVE	LAWRENCEBURG	TN	38464	(810) 241-5993	Phil VanSlambrouck
1204	2	902 WEST COLLEGE	PULASKI	TN	38478	(810) 241-5993	Phil VanSlambrouck
1330	1	3189 N. HIGHLAND AVE., STE. E	JACKSON	TN	38305	(731) 267-5726	Kevin Colbert
1330	2	14 SOUTH BROAD	LEXINGTON	TN	38351	(731) 267-5726	Kevin Colbert
1330	3	1936 N. HIGHLAND	JACKSON	TN	38305	(731) 267-5726	Kevin Colbert
1330	4	490 HIGHWAY 51 BYPASS	DYERSBURG	TN	38024	(731) 267-5726	Kevin Colbert
1330	5	320 WEST REELFOOT AVENUE	UNION CITY	TN	38261	(731) 267-5726	Kevin Colbert
1330	6	15307 S FIRST ST	MILAN	TN	38358	(731) 267-5726	Kevin Colbert

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1330	7	715 E MAIN ST	HENDERSON	TN	38340	(731) 267-5726	Kevin Colbert
1330	8	140 S DUPREE AVE	BROWNSVILLE	TN	38012	(731) 267-5726	Kevin Colbert
1400	1	756 HWY 321 N	LENOIR CITY	TN	37771	(865) 405-6373	Robert Lockhart
1400	2	4434 WESTERN AVE	KNOXVILLE	TN	37921	(865) 405-6373	Robert Lockhart
1400	3	2221 JACKSBORO ROAD	LA FOLLETTE	TN	37766	(865) 405-6373	Robert Lockhart
1400	6	742 NEW HWY 68	SWEETWATER	TN	37874	(865) 405-6373	Robert Lockhart
1408	1	1811 MEMORIAL BLVD.	MURFREESBORO	TN	37129	(615) 278-0516	Patrick McMillan
1408	3	2962 S. RUTHERFORD HWY.	MURFREESBORO	TN	37130	(615) 278-0516	Patrick McMillan
1408	4	2932 OLD FORT PARKWAY	MURFREESBORO	TN	37128	(615) 278-0516	Patrick McMillan
1408	5	408 JACKSON ST	TULLAHOMA	TN	37388	(615) 278-0516	Patrick McMillan
1408	6	542 N ELLINGTON PKWY	LEWISBURG	TN	37091	(615) 278-0516	Patrick McMillan
1408	7	568 NORTH CHANCERY ST	MCMINNVILLE	TN	37110	(615) 278-0516	Patrick McMillan
1408	8	1205 NORTH MAIN ST SUITE A	SHELBYVILLE	TN	37160	(615) 278-0516	Patrick McMillan
1408	9	1250 HILLSBORO BLVD	MANCHESTER	TN	37355	(615) 278-0516	Patrick McMillan
1408	15	2646 SOUTHGATE BLVD	MURFREESBORO	TN	37128	(615) 278-0516	Patrick McMillan
1408	16	11 CHATTIN BLVD	DECHERD	TN	37324	(615) 278-0516	Patrick McMillan
1553	1	1115 CHARLES G SEIVERS BLVD	CLINTON	TN	37716	(714) 270-1389	Craig McClure
1553	2	140 FIVE RIVERS PLAZA WAY	NEWPORT	TN	37821	(714) 270-1389	Craig McClure
1553	3	2708 N ROAN ST	JOHNSON CITY	TN	37601-1757	(714) 270-1389	Craig McClure
1553	4	1801 19 E BYPASS	ELIZABETHTON	TN	37643	(714) 270-1389	Craig McClure
1553	5	800 STONEGATE RD.	KINGSPORT	TN	37660	(714) 270-1389	Craig McClure
1553	6	509 N. STATE OF FRANKLIN	JOHNSON CITY	TN	37604	(714) 270-1389	Craig McClure
1553	7	1649 E STONE DRIVE	KINGSPORT	TN	37660	(714) 270-1389	Craig McClure
1553	8	1430 VOLUNTEER PARKWAY	BRISTOL	TN	37620	(714) 270-1389	Craig McClure
1553	9	1920 SOUTH ROAN STREET	JOHNSON CITY	TN	37601	(714) 270-1389	Craig McClure
1553	11	1440 EAST ANDREW JOHNSON HWY	GREENEVILLE	TN	37745	(714) 270-1389	Craig McClure
1553	12	1203 1/2 N MAIN AVE	ERWIN	TN	37650	(714) 270-1389	Craig McClure
1553	14	1972 W. ANDREW JOHNSON HWY	MORRISTOWN	TN	37814	(714) 270-1389	Craig McClure
1553	15	4128 FORT HENRY DR., STE B	KINGSPORT	TN	37663	(714) 270-1389	Craig McClure
1553	16	468 CROCKETT TRACE DR UNIT 3	MORRISTOWN	TN	37813	(714) 270-1389	Craig McClure
1553	22	11212 CHAPMAN HIGHWAY	SEYMOUR	TN	37865	(714) 270-1389	Craig McClure
1553	30	4310 HIGHWAY 66	ROGERSVILLE	TN	37857	(714) 270-1389	Craig McClure
1553	31	519 ASHEVILLE HWY	GREENEVILLE	TN	37743	(714) 270-1389	Craig McClure
1708	3	266 S SHADY ST	MOUNTAIN CITY	TN	37683	(423) 946-0088	Paige Tyree

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1760	2	2867 FT. CAMPBELL BLVD	CLARKSVILLE	TN	37042	(270) 348-3096	Russ Guffey
1815	1	623 HIGHWAY 76	WHITE HOUSE	TN	37188	(615) 349-6086	Mark Ross
1815	2	1507 MEMORIAL BLVD	SPRINGFIELD	TN	37172	(615) 349-6086	Mark Ross
1815	4	97 MATHIS DR	DICKSON	TN	37055	(615) 349-6086	Mark Ross
1815	5	3134 DICKERSON PIKE	NASHVILLE	TN	37207	(615) 349-6086	Mark Ross
1890	1	4886 PORT ROYAL RD SUITE 170	SPRING HILL	TN	37174	(615) 440-8987	CRAIG Buck
1890	3	630 S MT JULIET RD SUITE 200	MOUNT JULIET	TN	37122	(615) 440-8987	CRAIG Buck
1890	4	14819 LEBANON ROAD	OLD HICKORY	TN	37138	(615) 440-8987	CRAIG Buck
3028	1	1025 MINERAL WELLS AVE	PARIS	TN	38242	(270) 705-2403	Anthony Jones
3028	2	126 COMMONS DR	MARTIN	TN	38237	(270) 705-2403	Anthony Jones
3130	1	912 MAIN ST	NEW TAZEWELL	TN	37825	(606) 269-7681	Nathan Gilliam
3280	1	6721 BRISTOL HWY	PINEY FLATS	TN	37686	(423) 921-2589	Tonya Hayworth
3280	2	405 ROY MARTIN RD	GRAY	TN	37615	(423) 921-2589	Tonya Hayworth
3358	1	2205 HOBSON PIKE	ANTIOCH	TN	37013	(901) 674-9632	Azman Chagani
3359	1	1780 TINY TOWN ROAD	CLARKSVILLE	TN	37042	(248) 568-5711	Dennis McMillan
3359	2	1807 MADISON STREET	CLARKSVILLE	TN	37043	(248) 568-5711	Dennis McMillan
3359	3	1636 FORT CAMPBELL BLVD	CLARKSVILLE	TN	37042	(248) 568-5711	Dennis McMillan
3375	2	7090 CHARLOTTE PIKE	NASHVILLE	TN	37209	(281) 710-2781	Jimmy Singh
3375	4	2268 MURFREESBORO PIKE RD	NASHVILLE	TN	37217	(281) 710-2781	Jimmy Singh
3375	5	5305 MOUNT VIEW ROAD	ANTIOCH	TN	37013	(281) 710-2781	Jimmy Singh
3375	6	4091 MALLORY LANE SUITE 115	FRANKLIN	TN	37067	(281) 710-2781	Jimmy Singh
3393	1	3728 RINGGOLD ROAD	EAST RIDGE	TN	37412	(423) 855-8790	James Shepherd
3393	2	5510 HWY 153	HIXSON	TN	37343	(423) 855-8790	James Shepherd
3393	3	9231 LEE HIGHWAY	OOLTEWAH	TN	37363	(423) 855-8790	James Shepherd
3393	4	7601 E. BRAINERD ROAD	CHATTANOOGA	TN	37421	(423) 855-8790	James Shepherd
3393	6	10161 DAYTON PIKE	SODDY DAISY	TN	37379	(423) 855-8790	James Shepherd
3393	9	3035 RHEA COUNTY HWY	DAYTON	TN	37321	(423) 855-8790	James Shepherd
3393	10	531 SIGNAL MOUNTAIN RD	CHATTANOOGA	TN	37405	(423) 855-8790	James Shepherd
3393	13	5730 BRAINERD RD	CHATTANOOGA	TN	37411	(423) 855-8790	James Shepherd
3393	14	1420 DODSON AVE	CHATTANOOGA	TN	37406	(423) 855-8790	James Shepherd
3393	17	4632 HIGHWAY 58	CHATTANOOGA	TN	37416	(423) 855-8790	James Shepherd
3393	68	335 WEST MAIN STREET	GALLATIN	TN	37066	(423) 855-8790	James Shepherd
3393	69	400 GALLATIN PIKE NORTH	MADISON	TN	37115	(423) 855-8790	James Shepherd
3393	70	408 W. MAIN ST.	HENDERSONVILLE	TN	37075	(423) 855-8790	James Shepherd

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3393	71	304 S BROADWAY	PORTLAND	TN	37148	(423) 855-8790	James Shepherd
3393	72	5761 NOLENSVILLE PIKE	NASHVILLE	TN	37211	(423) 855-8790	James Shepherd
3438	1	1342 W. MAIN STREET	LEBANON	TN	37087	(615) 785-2622	Brian McMillan
3522	1	1000 W JACKSON BLVD	JONESBOROUGH	TN	37659	(423) 921-2589	Tonya Hayworth
3522	2	4123 HIGHWAY 411	MADISONVILLE	TN	37354	(423) 921-2589	Tonya Hayworth
3522	3	1204 HWY 411 N	ETOWAH	TN	37331	(423) 921-2589	Tonya Hayworth
3522	4	2789 HIGHWAY 72 N SUITE C	LOUDON	TN	37774	(423) 921-2589	Tonya Hayworth
3526	1	3973 NOLENSVILLE PIKE	NASHVILLE	TN	37211	(615) 573-7474	Larry Jordan
3526	2	480 LONG HOLLOW PIKE SUITE D	GOODLETTSVILLE	TN	37072	(615) 573-7474	Larry Jordan
3526	3	5116 MURFREESBORO RD	LA VERGNE	TN	37086	(615) 573-7474	Larry Jordan
3526	4	211 SOUTH LOWRY STREET	SMYRNA	TN	37167	(615) 573-7474	Larry Jordan
3526	5	5760 OLD HICKORY BLVD	HERMITAGE	TN	37076	(615) 573-7474	Larry Jordan
3526	6	3304 GALLATIN PIKE RD.	NASHVILLE	TN	37216	(615) 573-7474	Larry Jordan
3530	1	1202 S JAMES CAMPBELL BLVD	COLUMBIA	TN	38401	(281) 710-2781	Jasmine Sandhu
3626	1	3563 W EMORY RD	POWELL	TN	37849	(423) 349-6204	Craig McClure
3626	3	19510 ALBERTA STREET	ONEIDA	TN	37841	(423) 349-6204	Craig McClure
3626	4	2945 MAYNARDVILLE HWY	MAYNARDVILLE	TN	37807	(423) 349-6204	Craig McClure
3626	6	301 NORRIS FWY	ROCKY TOP	TN	37769	(423) 349-6204	Craig McClure
3626	7	15203 RANKIN AVE	DUNLAP	TN	37327	(423) 349-6204	Craig McClure
3626	8	3974 PARKWAY	PIGEON FORGE	TN	37863	(423) 349-6204	Craig McClure
<b>3697</b>	<b>1</b>	<b>442 N. CEDAR BLUFF ROAD</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37923</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>2</b>	<b>7116 MAYNARDVILLE PIKE</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37918</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>3</b>	<b>10645 HARDIN VALLEY RD</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37932</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>4</b>	<b>7335 CHAPMAN HIGHWAY</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37920-6681</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>5</b>	<b>1741 WEST BROADWAY</b>	<b>MARYVILLE</b>	<b>TN</b>	<b>37801</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>6</b>	<b>475 FORKS-OF-THE-RIVER PARKWAY</b>	<b>SEVIERVILLE</b>	<b>TN</b>	<b>37862</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>7</b>	<b>113 W. BROADWAY</b>	<b>JEFFERSON CITY</b>	<b>TN</b>	<b>37760</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>8</b>	<b>4748 CENTER LINE DRIVE</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37917</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>9</b>	<b>2800 MAGNOLIA AVENUE</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37914</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>10</b>	<b>7044 KINGSTON PIKE</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37919</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
<b>3697</b>	<b>11</b>	<b>5400 CLINTON HWY SUITE 108</b>	<b>KNOXVILLE</b>	<b>TN</b>	<b>37912</b>	<b>(828) 400-2151</b>	<b>Laneal Vaughn</b>
3782	1	1930 HUNTERS POINT PIKE	LEBANON	TN	37087	(731) 313-0747	Shireen Amiralay
3838	1	10025 LONESOME PINE TRAIL	MOSHEIM	TN	37818	(865) 440-9686	Pankaj Patel
164	2	2802 THOUSAND OAKS ROAD	SAN ANTONIO	TX	78232	(210) 867-3307	Darrel Davis

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

164	3	11547 WEST AVE	SAN ANTONIO	TX	78213	(210) 867-3307	Darrel Davis
164	4	5580 WALZEM RD	SAN ANTONIO	TX	78218	(210) 867-3307	Darrel Davis
164	6	4431 BLANCO	SAN ANTONIO	TX	78212	(210) 867-3307	Darrel Davis
164	8	902 KITTY HAWK	UNIVERSAL CITY	TX	78148	(210) 867-3307	Darrel Davis
164	9	1603 BANDERA ROAD	SAN ANTONIO	TX	78228	(210) 867-3307	Darrel Davis
164	10	10918 WURZBACH ROAD	SAN ANTONIO	TX	78230	(210) 867-3307	Darrel Davis
164	12	8102 TEZEL ROAD	SAN ANTONIO	TX	78250	(210) 867-3307	Darrel Davis
164	13	9257 CULEBRA	SAN ANTONIO	TX	78251	(210) 867-3307	Darrel Davis
164	14	8733 MARBACH RD.	SAN ANTONIO	TX	78227	(210) 867-3307	Darrel Davis
164	19	917 SOUTH W. W. WHITE ROAD	SAN ANTONIO	TX	78220	(210) 867-3307	Darrel Davis
164	20	3514 S NEW BRAUNFELS AVE	SAN ANTONIO	TX	78223	(210) 867-3307	Darrel Davis
164	21	6020 OLD PEARSALL ROAD	SAN ANTONIO	TX	78242	(210) 867-3307	Darrel Davis
164	22	438 SW MILITARY DRIVE	SAN ANTONIO	TX	78221	(210) 867-3307	Darrel Davis
164	24	1401 E AMARILLO BLVD	AMARILLO	TX	79107	(210) 867-3307	Darrel Davis
164	26	512 W. STASSNEY	AUSTIN	TX	78745	(210) 867-3307	Darrel Davis
164	35	3130 SE MILITARY DRIVE	SAN ANTONIO	TX	78235	(210) 867-3307	Darrel Davis
164	36	5869 BABCOCK	SAN ANTONIO	TX	78240	(210) 867-3307	Darrel Davis
164	38	4410 E RIVERSIDE DR	AUSTIN	TX	78741	(210) 867-3307	Darrel Davis
164	39	2002 FREDERICKSBURG RD	SAN ANTONIO	TX	78201	(210) 867-3307	Darrel Davis
164	40	1015 S GENERAL MCMULLEN DR	SAN ANTONIO	TX	78237	(210) 867-3307	Darrel Davis
164	44	7470 MILITARY DR W	SAN ANTONIO	TX	78227	(210) 867-3307	Darrel Davis
164	45	4319 CALLAGHAN RD	SAN ANTONIO	TX	78238	(210) 867-3307	Darrel Davis
164	49	3821 ROY RICHARD DR	SCHERTZ	TX	78154	(210) 867-3307	Darrel Davis
164	53	6612 FM 78	SAN ANTONIO	TX	78244	(210) 867-3307	Darrel Davis
164	54	1534 AUSTIN HWY STE 101	SAN ANTONIO	TX	78218	(210) 867-3307	Darrel Davis
164	55	19202 STONE OAK PARKWAY	SAN ANTONIO	TX	78258	(210) 867-3307	Darrel Davis
164	56	286 SINGING OAKS	SPRING BRANCH	TX	78070	(210) 867-3307	Darrel Davis
164	57	9827 POTRANCO RD	SAN ANTONIO	TX	78251	(210) 867-3307	Darrel Davis
164	58	207 S ZARZAMORA ST	SAN ANTONIO	TX	78207	(210) 867-3307	Darrel Davis
164	60	601 N. NEW BRAUNFELS	SAN ANTONIO	TX	78202-2431	(210) 867-3307	Darrel Davis
164	61	1912 WEST PECAN	PFLUGERVILLE	TX	78660	(210) 867-3307	Darrel Davis
164	63	2525 NOGALITOS	SAN ANTONIO	TX	78211	(210) 867-3307	Darrel Davis
164	65	8238 BROADWAY	SAN ANTONIO	TX	78209	(210) 867-3307	Darrel Davis
164	67	2716 SW MILITARY	SAN ANTONIO	TX	78224	(210) 867-3307	Darrel Davis

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

164	68	3400 BELL STREET	AMARILLO	TX	79109	(210) 867-3307	Darrel Davis
164	69	13905 NACOGDOCHES	SAN ANTONIO	TX	78217	(210) 867-3307	Darrel Davis
164	70	9527 PALO ALTO RD	SAN ANTONIO	TX	78211	(210) 867-3307	Darrel Davis
164	71	341 VALLEY HI #101	SAN ANTONIO	TX	78227	(210) 867-3307	Darrel Davis
164	72	21038 US HIGHWAY 281	SAN ANTONIO	TX	78258	(210) 867-3307	Darrel Davis
298	6	2501 TEXAS AVE SOUTH	COLLEGE STATION	TX	77840	(979) 229-4800	Phil Trapani
298	11	2290 BOONEVILLE ROAD	BRYAN	TX	77808	(979) 229-4800	Phil Trapani
519	2	2411 NORTH MAIN	BELTON	TX	76513	(254) 760-7125	Darrell Boeselt
519	3	502-B INDIAN TRAIL	HARKER HEIGHTS	TX	76548	(254) 760-7125	Darrell Boeselt
519	4	2124 E BUSINESS 190	COPPERAS COVE	TX	76522	(254) 760-7125	Darrell Boeselt
519	5	3301 RANCIER SUITE G105	KILLEEN	TX	76543	(254) 760-7125	Darrell Boeselt
519	6	902 W CENTRAL TEXAS EXPY	KILLEEN	TX	76541	(254) 760-7125	Darrell Boeselt
519	7	4008 STAN SCHLUETER LOOP #114	KILLEEN	TX	76542	(254) 760-7125	Darrell Boeselt
519	9	104 N. 27TH STREET	TEMPLE	TX	76504	(254) 760-7125	Darrell Boeselt
519	11	3620 S 31ST STREET	TEMPLE	TX	76502	(254) 760-7125	Darrell Boeselt
519	12	6102 W ADAMS AVE SUITE A	TEMPLE	TX	76502	(254) 760-7125	Darrell Boeselt
519	13	2408 CLEAR CREEK RD, SUITE 107	KILLEEN	TX	76549	(254) 760-7125	Darrell Boeselt
640	2	1008 GARNER FIELD RD	UVALDE	TX	78801	(830) 739-3071	Randall Boeselt
1028	1	225 N HEWITT DR	HEWITT	TX	76643	(254) 709-3068	Leni Nicolich
1028	2	1517 INTERSTATE 35 N	BELLMEAD	TX	76705	(254) 709-3068	Leni Nicolich
1028	3	1320 S VALLEY MILLS	WACO	TX	76711	(254) 709-3068	Leni Nicolich
1028	4	1412 N VALLEY MILLS DR	WACO	TX	76710	(254) 709-3068	Leni Nicolich
1184	1	2315 N BRYANT BLVD	SAN ANGELO	TX	76903	(325) 374-6644	Larry Coon
1184	3	1200 N. MOCKINGBIRD	ABILENE	TX	79603	(325) 374-6644	Larry Coon
1184	4	4653 SOUTH 14TH STREET	ABILENE	TX	79605	(325) 374-6644	Larry Coon
1184	5	559 WEST COMMERCE ST.	BROWNWOOD	TX	76801	(325) 374-6644	Larry Coon
1184	6	4102 BUFFALO GAP ROAD	ABILENE	TX	79605	(325) 374-6644	Larry Coon
1184	7	1823 KNICKERBOCKER RD	SAN ANGELO	TX	76904	(325) 374-6644	Larry Coon
1184	8	1121 N JUDGE ELY BLVD	ABILENE	TX	79601	(325) 374-6644	Larry Coon
1184	10	1541 S BELL ST	SAN ANGELO	TX	76905	(325) 374-6644	Larry Coon
1281	1	9615 SPENCER HIGHWAY	LA PORTE	TX	77571	(281) 705-0133	Marion Brandt
1309	1	2926 VALLEY VIEW LN	FARMERS BRANCH	TX	75234	(214) 636-0988	Eric Sorensen
1309	2	6221 MCCART AVE	FORT WORTH	TX	76133	(214) 636-0988	Eric Sorensen
1309	3	4729 RIVER OAKS	FT WORTH	TX	76114	(214) 636-0988	Eric Sorensen



**Exhibit F**

**Franchise Stores in the USA as of 12/31/2023**

1309	4	3044 OLD DENTON RD	CARROLLTON	TX	75007	(214) 636-0988	Eric Sorensen
1309	5	904A NORTH US HIGHWAY 175	SEAGOVILLE	TX	75159	(214) 636-0988	Eric Sorensen
1309	8	1250-J NORTHWEST HWY	GARLAND	TX	75041	(214) 636-0988	Eric Sorensen
1309	9	10909 WEBB CHAPEL RD #207	DALLAS	TX	75229	(214) 636-0988	Eric Sorensen
1309	10	6751 ABRAMS ROAD #122	DALLAS	TX	75231	(214) 636-0988	Eric Sorensen
1309	11	2515 E ROSEMEADE PKWY	CARROLLTON	TX	75007	(214) 636-0988	Eric Sorensen
1309	12	1446 WEST MOORE STREET	TERRELL	TX	75160	(214) 636-0988	Eric Sorensen
1309	13	1835 N. GARLAND ROAD	GARLAND	TX	75040	(214) 636-0988	Eric Sorensen
1309	14	3300 N. GALLOWAY	MESQUITE	TX	75150	(214) 636-0988	Eric Sorensen
1309	15	4555 GUS THOMASSON RD	MESQUITE	TX	75150	(214) 636-0988	Eric Sorensen
1309	16	2723 S BUCKNER	DALLAS	TX	75227	(214) 636-0988	Eric Sorensen
1309	17	10325 LAKE JUNE RD	DALLAS	TX	75217	(214) 636-0988	Eric Sorensen
1309	18	2231 WEST LEDBETTER DR	DALLAS	TX	75224	(214) 636-0988	Eric Sorensen
1309	19	6103 WESLEY STREET	GREENVILLE	TX	75402	(214) 636-0988	Eric Sorensen
1309	20	8615 S HULEN ST	FORT WORTH	TX	76123	(214) 636-0988	Eric Sorensen
1309	21	6018 BROADWAY BLVD	GARLAND	TX	75043	(214) 636-0988	Eric Sorensen
1309	22	1250 E. PIONEER PKWY.	ARLINGTON	TX	76010	(214) 636-0988	Eric Sorensen
1309	23	419 E PIONEER PKWY SUITE A	GRAND PRAIRIE	TX	75051	(214) 636-0988	Eric Sorensen
1309	24	704 WEST MAIN ST	GUN BARREL CITY	TX	75156	(214) 636-0988	Eric Sorensen
1309	25	11500 JUPITER RD SUITE 102	DALLAS	TX	75218	(214) 636-0988	Eric Sorensen
1309	26	8405 LAKEVIEW PKWY	ROWLETT	TX	75088	(214) 636-0988	Eric Sorensen
1309	28	2585 FAITHON P LUCAS SR BLVD	MESQUITE	TX	75181	(214) 636-0988	Eric Sorensen
1309	30	806 S. ALLEN HEIGHTS	ALLEN	TX	75002	(214) 636-0988	Eric Sorensen
1309	31	10990 ROLATER RD	FRISCO	TX	75035	(214) 636-0988	Eric Sorensen
1309	32	9667 WEBB CHAPEL RD	DALLAS	TX	75220	(214) 636-0988	Eric Sorensen
1309	33	1904 E BELTLINE RD	CARROLLTON	TX	75006	(214) 636-0988	Eric Sorensen
1359	2	6801 RUFÉ SNOW DR.	WATAUGA	TX	76148	(817) 291-9368	Gayle Meadows
1359	4	2857 CENTRAL DRIVE	BEDFORD	TX	76021	(817) 291-9368	Gayle Meadows
1359	5	1201 N. MAIN STREET	EULESS	TX	76039	(817) 291-9368	Gayle Meadows
1359	8	5000 WESTERN CENTER BLVD.	HALTOM CITY	TX	76137	(817) 291-9368	Gayle Meadows
1359	9	8653 NORTH BEACH STREET	KELLER	TX	76244	(817) 291-9368	Gayle Meadows
1359	10	601 N SAGINAW BLVD.	SAGINAW	TX	76179	(817) 291-9368	Gayle Meadows
1359	15	2977 PRECINCT LINE RD	FORT WORTH	TX	76118	(817) 291-9368	Gayle Meadows
1359	16	700 W PIPELINE RD	HURST	TX	76053	(817) 291-9368	Gayle Meadows

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1361	1	900 N. POLK ST. #136	DESOTO	TX	75115	(469) 261-7874	Mahesh Vankawala
1361	3	2580 CAMP WISDOM RD SUITE 500	GRAND PRAIRIE	TX	75052	(469) 261-7874	Mahesh Vankawala
1361	4	605 E BELTLINE RD	CEDAR HILL	TX	75104	(469) 261-7874	Mahesh Vankawala
1361	6	4146 S CARRIER PKWY	GRAND PRAIRIE	TX	75052	(469) 261-7874	Mahesh Vankawala
1361	7	118 SOUTH COCKRELL HILL	DESOTO	TX	75115	(469) 261-7874	Mahesh Vankawala
1361	8	661 E MAIN ST	MIDLOTHIAN	TX	76065	(469) 261-7874	Mahesh Vankawala
1361	9	257 W. CAMP WISDOM RD.	DUNCANVILLE	TX	75116	(469) 261-7874	Mahesh Vankawala
1361	10	508 N HIGHWAY 77 SUITE 100	WAXAHACHIE	TX	75165	(469) 261-7874	Mahesh Vankawala
1361	11	306 HWY 67 WEST	ALVARADO	TX	76009	(469) 261-7874	Mahesh Vankawala
1361	12	109 E. OVILLA RD.	RED OAK	TX	75154	(469) 261-7874	Mahesh Vankawala
1362	1	1001 HERNDON DR	ROSENBERG	TX	77471	(713) 817-5649	Mike Knoblock
1362	2	6763 HWY 6 SOUTH	HOUSTON	TX	77083	(713) 817-5649	Mike Knoblock
1362	3	1800 N. VELASCO	ANGLETON	TX	77515	(713) 817-5649	Mike Knoblock
1362	4	1001 WEST PLANTATION DRIVE	CLUTE	TX	77531	(713) 817-5649	Mike Knoblock
1362	5	2806 61ST STREET	GALVESTON	TX	77551	(713) 817-5649	Mike Knoblock
1362	7	17135 WESTHEIMER RD	HOUSTON	TX	77082	(713) 817-5649	Mike Knoblock
1362	8	1420 S. MASON RD.	KATY	TX	77450	(713) 817-5649	Mike Knoblock
1362	9	1822 N BRAZOSPORT BLVD	FREEMONT	TX	77541	(713) 817-5649	Mike Knoblock
1362	11	917 20TH STREET NORTH	TEXAS CITY	TX	77590	(713) 817-5649	Mike Knoblock
1362	12	714 S GORDON	ALVIN	TX	77511	(713) 817-5649	Mike Knoblock
1362	13	12320 HIGHWAY 6	FRESNO	TX	77545	(713) 817-5649	Mike Knoblock
1362	14	2516 7TH STREET	BAY CITY	TX	77414	(713) 817-5649	Mike Knoblock
1389	1	1500 NORTH STREET	NACOGDOCHES	TX	75965	(214) 300-5387	Irfaan Lalani
1389	2	3634 RICHMOND RD	TEXARKANA	TX	75503	(214) 300-5387	Irfaan Lalani
1389	3	4847 TEXAS BLVD.	TEXARKANA	TX	75503-3032	(214) 300-5387	Irfaan Lalani
1389	4	2010 LAMAR AVE.	PARIS	TX	75460	(214) 300-5387	Irfaan Lalani
1389	5	610 GILMER RD	SULPHUR SPRINGS	TX	75482	(214) 300-5387	Irfaan Lalani
1389	8	1608 S DAY STREET	BRENHAM	TX	77833	(214) 300-5387	Irfaan Lalani
1389	10	840 W. 7TH AVENUE	CORSICANA	TX	75110	(214) 300-5387	Irfaan Lalani
1389	11	803 DELLWOOD	BRYAN	TX	77802	(214) 300-5387	Irfaan Lalani
1389	12	1300 EAST END BLVD SOUTH	MARSHALL	TX	75670	(214) 300-5387	Irfaan Lalani
1389	13	12727 FM 2154	COLLEGE STATION	TX	77845	(214) 300-5387	Irfaan Lalani
1389	14	1009 S. JACKSON ST SUITE 109	JACKSONVILLE	TX	75766	(214) 300-5387	Irfaan Lalani
<b>1458</b>	<b>1</b>	<b>2087 W. OAKLAWN, SUITE 208</b>	<b>PLEASANTON</b>	<b>TX</b>	<b>78064</b>	<b>(210) 386-8177</b>	<b>Sunny Punjani</b>

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1458</b>	<b>3</b>	420 FM 351 E	BEEVILLE	TX	78102	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>4</b>	1301 E RIO GRANDE	VICTORIA	TX	77901	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>5</b>	11019 CULEBRA RD, SUITE 105	SAN ANTONIO	TX	78253	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>6</b>	935 10TH STREET #1	FLORESVILLE	TX	78114	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>7</b>	17910 BULVERDE RD SUITE 108	SAN ANTONIO	TX	78259	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>8</b>	9204 SCHAEFFER RD	CONVERSE	TX	78109	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>9</b>	7509 NORTH LOOP 1604 E	LIVE OAK	TX	78233	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>10</b>	5238 DEZAVALA SUITE 136	SAN ANTONIO	TX	78249	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>11</b>	315 TALLEY RD	SAN ANTONIO	TX	78253	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>12</b>	7280 UTSA BLVD SUITE 105	SAN ANTONIO	TX	78249	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>14</b>	1907 JOHN STOCKBAUER	VICTORIA	TX	77901	(210) 386-8177	Sunny Punjani
<b>1458</b>	<b>15</b>	10513 MARBACH RD	SAN ANTONIO	TX	78245	(210) 386-8177	Sunny Punjani
1494	4	601 S GREGG ST	BIG SPRING	TX	79720	(832) 217-6598	irfaan lalani
1521	1	5159 WICHITA STREET	FORT WORTH	TX	76119	(909) 838-4948	Waseef Ahmed
1521	2	1607 W. HENDERSON	CLEBURNE	TX	76033	(909) 838-4948	Waseef Ahmed
1521	3	344 SW WILSHIRE BLVD	BURLESON	TX	76028	(909) 838-4948	Waseef Ahmed
1521	4	655 W ILLINOIS AVE	DALLAS	TX	75224	(909) 838-4948	Waseef Ahmed
1521	7	4125 E LANCASTER AVE, SUITE E	FORT WORTH	TX	76103	(909) 838-4948	Waseef Ahmed
1521	8	6805 MAIN STREET SUITE 435	THE COLONY	TX	75056	(909) 838-4948	Waseef Ahmed
1521	9	2142 FT. WORTH AVENUE	DALLAS	TX	75211	(909) 838-4948	Waseef Ahmed
1521	10	1721 E ELDORADO PARKWAY	LITTLE ELM	TX	75068	(909) 838-4948	Waseef Ahmed
1521	11	121 S CROWLEY RD	CROWLEY	TX	76036	(909) 838-4948	Waseef Ahmed
1543	1	12220 US HIGHWAY 87 SOUTH	ADKINS	TX	78101	(210) 386-8177	Sunny punjani
1585	3	1011 E. ENNIS AVENUE	ENNIS	TX	75119	(254) 722-7256	Vinnie Patel
1585	5	419 OLD ELKHART RD	PALESTINE	TX	75801	(254) 722-7256	Vinnie Patel
1585	12	1186 W WASHINGTON ST SUITE 103	STEPHENVILLE	TX	76401	(254) 722-7256	Vinnie Patel
1585	16	909 HILLCREST DR	VERNON	TX	76384	(254) 722-7256	Vinnie Patel
1585	17	2949 COLLEGE ST	BEAUMONT	TX	77701	(254) 722-7256	Vinnie Patel
1585	18	1755 E CARDINAL DR	BEAUMONT	TX	77705	(254) 722-7256	Vinnie Patel
1585	19	3290 CONCORD RD	BEAUMONT	TX	77703	(254) 722-7256	Vinnie Patel
<b>1603</b>	<b>1</b>	3100 INDEPENDENCE PARKWAY,	PLANO	TX	75075	(469) 774-6066	SHAKEEL MEHDI
<b>1603</b>	<b>2</b>	1220 W SEMINARY DR	FT WORTH	TX	76115	(469) 774-6066	SHAKEEL MEHDI
<b>1603</b>	<b>3</b>	1625 S 1ST ST STE 1	GARLAND	TX	75040	(469) 774-6066	SHAKEEL MEHDI
1617	1	1140 A W.CAMP WISDOM ROAD	DALLAS	TX	75232	(817) 896-7258	Raj Vankawalaa

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1617	2	3200 S. LANCASTER	DALLAS	TX	75216	(817) 896-7258	Raj Vankawalaa
1617	3	4101 ROSS AVE	DALLAS	TX	75204	(817) 896-7258	Raj Vankawalaa
1617	4	5464 LEMMON AVE	DALLAS	TX	75209	(817) 896-7258	Raj Vankawalaa
1617	5	1050 N CARRIER PARKWAY	GRAND PRAIRIE	TX	75050	(817) 896-7258	Raj Vankawalaa
1617	6	6432 MEADOWBROOK DR.	FORT WORTH	TX	76112	(817) 896-7258	Raj Vankawalaa
1617	7	8060 FERGUSON RD	DALLAS	TX	75228	(817) 896-7258	Raj Vankawalaa
1617	8	11412 AUDELIA RD	DALLAS	TX	75243	(817) 896-7258	Raj Vankawalaa
1617	9	1515 NORTH COCKRELL HILL	DALLAS	TX	75211	(817) 896-7258	Raj Vankawalaa
1617	10	1208 S FM 51 STE B	DECATUR	TX	76234	(817) 896-7258	Raj Vankawalaa
1617	11	3536 SIMPSON STUART RD	DALLAS	TX	75241	(817) 896-7258	Raj Vankawalaa
1617	12	13323 MONTFORT DR	DALLAS	TX	75240	(817) 896-7258	Raj Vankawalaa
1617	13	3215 KIRNWOOD DR	DALLAS	TX	75237	(817) 896-7258	Raj Vankawalaa
1617	14	2718 Samuell Blvd	Dallas	TX	75223	(817) 896-7258	Raj Vankawalaa
1617	15	524 PINSON RD	FORNEY	TX	75126	(817) 896-7258	Raj Vankawalaa
1692	1	9411 N LAMAR	AUSTIN	TX	78753	(210) 410-4045	Darrell Davis
1692	2	5200 E. WILLIAM CANNON DR.	AUSTIN	TX	78744	(210) 410-4045	Darrell Davis
1692	3	5320 CAMERON RD	AUSTIN	TX	78723	(210) 410-4045	Darrell Davis
<b>1766</b>	<b>1</b>	3703 FM 2765	EL CAMPO	TX	77437	(979) 557-1449	AJAZ PUNJANI
<b>1766</b>	<b>2</b>	9207 CULLEN BLVD	HOUSTON	TX	77051	(979) 557-1449	AJAZ PUNJANI
<b>1766</b>	<b>3</b>	1422 N RICHMOND RD	WHARTON	TX	77488	(979) 557-1449	AJAZ PUNJANI
<b>1766</b>	<b>4</b>	13120 HIGHWAY 6	SANTA FE	TX	77510	(979) 557-1449	AJAZ PUNJANI
<b>1766</b>	<b>5</b>	10581 S HIGHWAY 6	SUGAR LAND	TX	77498	(979) 557-1449	AJAZ PUNJANI
1840	5	2003 SUMMERHILL RD	TEXARKANA	TX	75501	(501) 690-1697	Eric McDuffie
1841	301	10109 RUSHING	EL PASO	TX	79924		
1841	302	6310 N. MESA	EL PASO	TX	79912		
1841	303	1840 N LEE TREVINO DR	EL PASO	TX	79936		
1841	304	9155 DYER	EL PASO	TX	79924		
1841	305	8900 VISCOUNT BLVD	EL PASO	TX	79925		
1841	306	427 YARBROUGH	EL PASO	TX	79915		
1841	307	110 HORIZON BLVD	EL PASO	TX	79927		
1841	308	5110 MONTANA	EL PASO	TX	79903		
1841	309	1478 GEORGE DIETER	EL PASO	TX	79936		
1841	310	2500 NORTH MESA	EL PASO	TX	79902		
1841	311	9411 ALAMEDA, SUITE D	EL PASO	TX	79907		

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1841	313	12040 SOCORRO ROAD	SAN ELIZARIO	TX	79849
1841	314	12106 MONTWOOD DRIVE	EL PASO	TX	79936
1841	315	965 N. RESLER	EL PASO	TX	79912
1841	317	12798 EDGEMERE BLVD	EL PASO	TX	79938
1841	318	7100 ALAMEDA AVE	EL PASO	TX	79915
1841	319	14476 HORIZON BLVD	HORIZON CITY	TX	79928
1841	322	6205 UPPER VALLEY ROAD	EL PASO	TX	79932
1841	323	4000 DYER STREET	EL PASO	TX	79930
1841	324	200 FRANKLIN STREET	ANTHONY	TX	79821
1841	325	11100 SEAN HAGGERTY DR STE 303	EL PASO	TX	79924
1841	326	1085 SUNLAND PARK DR	EL PASO	TX	79922
1841	327	1480 FABENS ROAD	FABENS	TX	79838
1841	331	2720 JOHN HAYES ST	EL PASO	TX	79938
1841	332	3010 SAUL KLEINFELD DR STE 302	EL PASO	TX	79936
1841	334	900 TALBOT AVE	CANUTILLO	TX	79835
1841	335	12320 EASTLAKE BLVD	EL PASO	TX	79835
1841	701	1001 S 10TH STREET	MCALLEN	TX	78501
1841	702	1410 S CLOSNER BLVD	EDINBURG	TX	78539
1841	703	209 HIGHWAY 83 W	WESLACO	TX	78596
1841	704	810 MORGAN BOULEVARD	HARLINGEN	TX	78550
1841	705	2905 SOUTHMOST RD	BROWNSVILLE	TX	78521
1841	706	425 SECOND STREET	MERCEDES	TX	78570
1841	707	1304 US HIGHWAY 83 BUSINESS	PHARR	TX	78577
1841	708	1310 SANTA ROSA AVE	EDCOUCH	TX	78538
1841	709	1001 FRONTAGE RD	ALAMO	TX	78516
1841	710	190 E US HIGHWAY 77	SAN BENITO	TX	78586
1841	711	1618 NORTH 23RD STREET	MCALLEN	TX	78501
1841	712	1520 W HARRISON AVE	HARLINGEN	TX	78550
1841	713	110 SOUTH PETE DIAZ BLVD	RIO GRANDE CITY	TX	78582
1841	714	104 EAST GRIFFIN PARK.	MISSION	TX	78572
1841	715	1601 E ALTON GLOOR BLVD	BROWNSVILLE	TX	78526
1841	716	106 W. FM 495	SAN JUAN	TX	78589
1841	717	11262 LEOPARD STREET	CORPUS CHRISTI	TX	78410
1841	718	4208 AYERS	CORPUS CHRISTI	TX	78415

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1841	719	3801 SARATOGA BLVD.	CORPUS CHRISTI	TX	78415		
1841	720	224 MAIN STREET	ROBSTOWN	TX	78380		
1841	721	1142 E MAIN	ALICE	TX	78332		
1841	722	3301 BALDWIN ROAD	CORPUS CHRISTI	TX	78405		
1841	723	1220 AIRLINE RD	CORPUS CHRISTI	TX	78412		
1841	724	6101 NORTH 23RD ST.	MCALLEN	TX	78504		
1841	725	2307 EAST GRIFFIN PKWY	MISSION	TX	78572		
1841	726	906 E. BUSINESS HIGHWAY 83	DONNA	TX	78537		
1841	727	2744 S. STAPLES	CORPUS CHRISTI	TX	78404		
1841	728	5723 SARATOGA BLVD	CORPUS CHRISTI	TX	78414		
1841	729	4120 N CONWAY	PALMHURST	TX	78573		
1841	730	104 N FM 492	PALMVIEW	TX	78572		
1841	731	1007 E GENERAL CAVAZOS BLVD	KINGSVILLE	TX	78363		
1841	732	10529 SOUTH PADRE ISLAND DR	CORPUS CHRISTI	TX	78418		
1841	733	704 HWY 186 HIDALGO RD	RAYMONDVILLE	TX	78580		
1841	734	5850 FM 802	BROWNSVILLE	TX	78526		
1841	735	2500 E HIGHWAY 281 SUITE 200	HIDALGO	TX	78557		
1841	736	904 BOCA CHICA	BROWNSVILLE	TX	78520		
1841	737	2208 W TRENTON RD	EDINBURG	TX	78539		
1841	738	2325 S 77 SUNSHINE STRIP STE A	HARLINGEN	TX	78550		
1853	1	6201 S CAGE BLVD	PHARR	TX	78577	(956) 624-2317	Patrick Hinker
1853	4	3511 N CLOSNER BLVD	EDINBURG	TX	78541	(956) 624-2317	Patrick Hinker
1893	1	1702 US HIGHWAY 181	PORTLAND	TX	78374	(214) 300-5387	Irfaan Lalani
1893	2	1135 CRABB RIVER RD	RICHMOND	TX	77469	(214) 300-5387	Irfaan Lalani
1895	1	12477 TIMBERLAND BLVD	FORT WORTH	TX	76244	(972) 849-4372	Manish Vankawala
1895	2	901 KELLER PARKWAY, SUITE B	KELLER	TX	76248	(972) 849-4372	Manish Vankawala
2047	1	714 NORTH GALLOWAY AVE	MESQUITE	TX	75149	(469) 387-1383	Pervez Bhojani
2047	2	3701 PIONEER RD	BALCH SPRINGS	TX	75180	(469) 387-1383	Pervez Bhojani
2047	3	330 W NORTHWEST HWY SUITE 400	GRAPEVINE	TX	76051	(469) 387-1383	Pervez Bhojani
2047	4	1061 WEST PLEASANT RUN RD	LANCASTER	TX	75146	(469) 387-1383	Pervez Bhojani
2047	5	1640 S STATE HWY 121	LEWISVILLE	TX	75067	(469) 387-1383	Pervez Bhojani
2082	1	19585 IH-35 SOUTH SUITE B	LYTLE	TX	78052	(210) 232-2139	Rene Jackson
2082	2	1809 LOUISE LN	PEARSALL	TX	78601	(210) 232-2139	Rene Jackson
2082	3	12800 BANDERA RD	HELOTES	TX	78023	(210) 232-2139	Rene Jackson

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

2082	4	1304 US 281	MARBLE FALLS	TX	78654	(210) 232-2139	Rene Jackson
2082	5	1932 S SEGUIN AVE	NEW BRAUNFELS	TX	78130	(210) 232-2139	Rene Jackson
2082	6	1509 19TH STREET	HONDO	TX	78861	(210) 232-2139	Rene Jackson
2082	7	415 STATE HIGHWAY 100	PORT ISABEL	TX	78578	(210) 232-2139	Rene Jackson
<b>3001</b>	<b>1</b>	2106 RANKIN HIGHWAY	MIDLAND	TX	79701	(432) 631-2880	Cagle Justin
<b>3001</b>	<b>2</b>	1110 N LAMESA RD	MIDLAND	TX	79701	(432) 631-2880	Cagle Justin
<b>3001</b>	<b>3</b>	1619 N COUNTY RD	ODESSA	TX	79763	(432) 631-2880	Cagle Justin
<b>3001</b>	<b>4</b>	2605 A NORTH GRANDVIEW AVE	ODESSA	TX	79761	(432) 631-2880	Cagle Justin
<b>3001</b>	<b>5</b>	621 EAST 42ND STREET	ODESSA	TX	79762	(432) 631-2880	Cagle Justin
<b>3001</b>	<b>6</b>	1000 NORTH MIDKIFF	MIDLAND	TX	79701	(432) 631-2880	Cagle Justin
3065	1	1503 GUADALUPE	LAREDO	TX	78040	(281) 844-6169	Sukhwinder Singh
3065	2	2020 SANTA MARIA	LAREDO	TX	78040	(281) 844-6169	Sukhwinder Singh
3065	3	2438 MONARCH DRIVE	LAREDO	TX	78045	(281) 844-6169	Sukhwinder Singh
3065	4	3706 S. HIGHWAY 83	LAREDO	TX	78046	(281) 844-6169	Sukhwinder Singh
3065	5	1001 E CALTON RD	LAREDO	TX	78041	(281) 844-6169	Sukhwinder Singh
3065	6	300 S. BIBB AVENUE, UNIT 3	EAGLE PASS	TX	78852	(281) 844-6169	Sukhwinder Singh
3065	7	615 E. GIBBS ST.	DEL RIO	TX	78840	(281) 844-6169	Sukhwinder Singh
3065	8	209 E NOPAL ST	CARRIZO SPRINGS	TX	78834	(281) 844-6169	Sukhwinder Singh
3070	1	1521 DUMAS AVE	DUMAS	TX	79029	(979) 220-0950	Emilio Jr
3070	2	2505 PERRYTON PKWY	PAMPA	TX	79065	(979) 220-0950	Emilio Jr
3070	3	24 SW 28TH ST	PERRYTON	TX	79070	(979) 220-0950	Emilio Jr
3070	4	522 SOUTH HWY 87	DALHART	TX	79022	(979) 220-0950	Emilio Jr
3070	5	302 N CEDAR ST	BORGER	TX	79007	(979) 220-0950	Emilio Jr
3070	6	306 23RD ST	CANYON	TX	79015	(979) 220-0950	Emilio Jr
3070	7	6020 S COULTER ST	AMARILLO	TX	79119	(979) 220-0950	Emilio Jr
3070	8	819 SOUTH 25 MILE AVE	HEREFORD	TX	79045	(979) 220-0950	Emilio Jr
3070	9	1011 COLLEGE AVE	LEVELLAND	TX	79336	(979) 220-0950	Emilio Jr
3070	10	2508 AUBURN ST	LUBBOCK	TX	79415	(979) 220-0950	Emilio Jr
3070	11	2710 SW 10TH AVE	AMARILLO	TX	79102	(979) 220-0950	Emilio Jr
3070	12	1900 SE 34TH AVE SUITE 26	AMARILLO	TX	79118	(979) 220-0950	Emilio Jr
3070	13	1707 WEST 5TH STREET	PLAINVIEW	TX	79072	(979) 220-0950	Emilio Jr
3070	14	5610 S GEORGIA STREET	AMARILLO	TX	79110	(979) 220-0950	Emilio Jr
3094	1	5109 W WADLEY #107	MIDLAND	TX	79707	(432) 618-1719	John Carr
3104	1	1321 N TENNESSEE ST STE. 107	MCKINNEY	TX	75069	(682) 234-9670	Felipe Damian

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3104	2	1501 MIDWESTERN PARKWAY	WICHITA FALLS	TX	76302	(682) 234-9670	Felipe Damian
<b>3106</b>	<b>3</b>	5100 ELDORADO PKWY	MCKINNEY	TX	75070	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>4</b>	2114 TEXOMA PARKWAY	SHERMAN	TX	75090	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>5</b>	9245 VIRGINIA PKWY SUITE 900	MCKINNEY	TX	75071	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>6</b>	1431 W MORTON	DENISON	TX	75020	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>7</b>	813 W. WHITE ST. SUITE 300	ANNA	TX	75409	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>8</b>	101 SOUTH COIT ROAD	RICHARDSON	TX	75080	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>9</b>	1110 BOWEN RD	ARLINGTON	TX	76013	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>10</b>	1220 E. BELTLINE RD.	RICHARDSON	TX	75081-3707	(662) 931-5152	Sukhpreet Brar
<b>3106</b>	<b>11</b>	1630 E LAMAR BOULEVARD	ARLINGTON	TX	76011	(662) 931-5152	Sukhpreet Brar
3141	1	3220 FALLS DR.	DALLAS	TX	75211	(909) 838-4948	Waseef Ahmed
3186	1	1741 TROUP HIGHWAY	TYLER	TX	75701	(361) 960-5502	Jill Miller
3192	1	1901 S WASHINGTON ST	KAUFMAN	TX	75142	(903) 721-3686	Brent Jones
3192	2	4399 NW LOOP	CARTHAGE	TX	75633	(903) 721-3686	Brent Jones
3192	3	2327 US HIGHWAY 79 SOUTH	HENDERSON	TX	75654	(903) 721-3686	Brent Jones
3192	4	600 E MILAM	MEXIA	TX	76667	(903) 721-3686	Brent Jones
3192	6	854 HURST ST	CENTER	TX	75935	(903) 721-3686	Brent Jones
3192	8	1201 E MARSHALL AVE	LONGVIEW	TX	75601	(903) 721-3686	Brent Jones
3192	9	2430 SOUTH HIGH ST SUITE E10	LONGVIEW	TX	75602	(903) 721-3686	Brent Jones
3192	10	430 N HIGHWAY 78	WYLIE	TX	75098	(903) 721-3686	Brent Jones
3192	11	2135 RIDGE ROAD SUITE 109	ROCKWALL	TX	75087	(903) 721-3686	Brent Jones
3192	12	335 E GIBSON ST	JASPER	TX	75951	(903) 721-3686	Brent Jones
3192	13	1809 WEST LOOP 281	LONGVIEW	TX	75604	(903) 721-3686	Brent Jones
3192	14	406 E PRINCETON DR	PRINCETON	TX	75407	(903) 721-3686	Brent Jones
3192	15	1919 WEST GENTRY PKWY	TYLER	TX	75702	(903) 721-3686	Brent Jones
3192	16	318 S MAIN ST	LINDALE	TX	75771	(903) 721-3686	Brent Jones
3192	17	2251 THREE LAKES PKWY STE 101	TYLER	TX	75703	(903) 721-3686	Brent Jones
3192	18	607 EAST TYLER STREET	ATHENS	TX	75751	(903) 721-3686	Brent Jones
3192	19	1034 S JOHN REDDITT DR	LUFKIN	TX	75904	(903) 721-3686	Brent Jones
3192	20	107 N CHESTNUT ST	LUFKIN	TX	75901	(903) 721-3686	Brent Jones
3192	21	103 N BRENTWOOD DR	LUFKIN	TX	75901	(903) 721-3686	Brent Jones
3192	22	1200 HWY 110 NORTH	WHITEHOUSE	TX	75791	(903) 721-3686	Brent Jones
3192	23	510 SOUTH SW LOOP 323	TYLER	TX	75702	(903) 721-3686	Brent Jones
3192	24	512 E FRONT ST	TYLER	TX	75702	(903) 721-3686	Brent Jones



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3192	25	908 NORTH KILGORE ST	KILGORE	TX	75662	(903) 721-3686	Brent Jones
3192	26	6660 PHELAN BLVD	BEAUMONT	TX	77706	(903) 721-3686	Brent Jones
3192	27	2517 JEFFERSON DRIVE	PORT ARTHUR	TX	77642	(903) 721-3686	Brent Jones
3192	28	866 N MAIN STREET	VIDOR	TX	77662	(903) 721-3686	Brent Jones
3192	29	6480 EASTEX FREEWAY	BEAUMONT	TX	77708	(903) 721-3686	Brent Jones
3192	30	2421 NORTH 16TH STREET	ORANGE	TX	77630	(903) 721-3686	Brent Jones
3192	31	837 NORTH MAIN	LUMBERTON	TX	77657	(903) 721-3686	Brent Jones
3192	32	1029 NEDERLAND AVE	NEDERLAND	TX	77627	(903) 721-3686	Brent Jones
3192	33	715 TEXAS AVE	BRIDGE CITY	TX	77611	(903) 721-3686	Brent Jones
3219	1	2420 BOB BULLOCK LOOP	LAREDO	TX	78043	(832) 922-5350	Sukhwinder Singh
3219	2	1803 N US HIGHWAY 83	ZAPATA	TX	78076	(832) 922-5350	Sukhwinder Singh
3222	12	407 W DICKINSON	FORT STOCKTON	TX	79735	(214) 300-5387	Vibe Restaurants Adr
3222	13	712 S EDDY ST	PECOS	TX	79772	(214) 300-5387	Vibe Restaurants Adr
3222	14	800 E HOLLAND AVE	ALPINE	TX	79830	(214) 300-5387	Vibe Restaurants Adr
3222	23	1306 N MAIN ST	ANDREWS	TX	79714	(214) 300-5387	Vibe Restaurants Adr
3222	24	901 S JEFFERSON AVE	MOUNT PLEASANT	TX	75445	(214) 300-5387	Vibe Restaurants Adr
3222	28	9000 W UNIVERSITY BLVD	ODESSA	TX	79764	(214) 300-5387	Vibe Restaurants Adr
3225	1	710 E SUBLET RD STE 195	ARLINGTON	TX	76018	(214) 205-6545	Joseph Meadows
3299	1	7301 UNIVERSITY, SUITE 600	LUBBOCK	TX	79423	(801) 815-1887	Clark Nichols
3299	2	417 N FRANKFORD AVE	LUBBOCK	TX	79416	(801) 815-1887	Clark Nichols
3299	3	4423 50TH STREET	LUBBOCK	TX	79414	(801) 815-1887	Clark Nichols
3299	4	2312 19TH STREET	LUBBOCK	TX	79401	(801) 815-1887	Clark Nichols
3299	5	5217 82ND ST	LUBBOCK	TX	79424	(801) 815-1887	Clark Nichols
3305	1	6504 CAMP BOWIE BLVD	FORT WORTH	TX	76116	(214) 205-6545	Cortez Phillips
3307	1	319 HIGHWAY 36 SUITE B	GATESVILLE	TX	76528	(254) 855-2345	Kevin Allen
<b>3334</b>	<b>1</b>	2070 E GRANT ST	ROMA	TX	78284	(832) 922-5350	Akash Sandhu
<b>3324</b>	<b>2</b>	1725 RUBEN M TORRES BLVD	BROWNSVILLE	TX	78526	(832) 922-5350	Akash Sandhu
<b>3324</b>	<b>3</b>	6204 N LA HOMA RD	MISSION	TX	78754	(832) 922-5350	Akash Sandhu
<b>3324</b>	<b>4</b>	308 W NOLANA LOOP BLDG A	PHARR	TX	78577	(832) 922-5350	Akash Sandhu
<b>3324</b>	<b>5</b>	1519 S JACKSON RD #11	PHARR	TX	78577	(832) 922-5350	Akash Sandhu
<b>3335</b>	<b>1</b>	1711 S. COLORADO ST., UNIT B	LOCKHART	TX	78644	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>2</b>	2051 GATTIS SCHOOL RD	ROUND ROCK	TX	78664	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>4</b>	479 HWY 71 WEST	BASTROP	TX	78602	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>5</b>	910 LEE DILDY	ELGIN	TX	78621	(951) 609-5500	Sean Varvello

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>3335</b>	<b>6</b>	640 OLD SAN ANTONIO RD.	BUDA	TX	78610	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>7</b>	202 WALTON WAY	CEDAR PARK	TX	78613	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>8</b>	1030 NORWOOD PARK BLVD	AUSTIN	TX	78753	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>9</b>	5004 GATTIS SCHOOL RD	HUTTO	TX	78634	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>10</b>	1500 E COURT STREET	SEGUIN	TX	78155	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>11</b>	1023 E. HIGHWAY 80	SAN MARCOS	TX	78666	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>12</b>	1024 W SAN ANTONIO ST	NEW BRAUNFELS	TX	78130	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>13</b>	5167 KYLE CENTER DR	KYLE	TX	78640	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>14</b>	791 FM 1103	CIBOLO	TX	78108	(951) 609-5500	Sean Varvello
<b>3335</b>	<b>15</b>	110 E MARTIN LUTHER KING JR	SAN MARCOS	TX	78666	(951) 609-5500	Sean Varvello
3384	1	1080 S BLUE MOUND RD	SAGINAW	TX	76179	(817) 841-7070	Carrie Shilts
3411	1	2004 AVENUE F NW	CHILDRESS	TX	79201	(254) 791-0009	Robert Wolf
3411	2	1011 US HIGHWAY 271 S	GILMER	TX	75644	(254) 791-0009	Robert Wolf
3411	5	13625 W STATE HIGHWAY 29	LIBERTY HILL	TX	78642	(254) 791-0009	Robert Wolf
3411	6	16158 HIGHWAY 31 W	TYLER	TX	75709	(254) 791-0009	Robert Wolf
3411	7	608 EAST HIGHWAY 80	WHITE OAK	TX	75693	(254) 791-0009	Robert Wolf
3412	1	717 S INTERSTATE 35 E	DENTON	TX	76205	(304) 541-6377	James White
3412	2	915 IRVING BLVD.	IRVING	TX	75060	(304) 541-6377	James White
3412	3	6358 LAKE WORTH BLVD STE A	LAKE WORTH	TX	76135	(304) 541-6377	James White
3412	4	3869 MAURICE AVENUE	FORT WORTH	TX	76111	(304) 541-6377	James White
3412	5	3107 GREENE AVENUE	FT. WORTH	TX	76109	(304) 541-6377	James White
3412	6	1288 MAIN ST	LEWISVILLE	TX	75067	(304) 541-6377	James White
3412	7	905 E. HIGHWAY 82	GAINESVILLE	TX	76240	(304) 541-6377	James White
3412	8	3205 DENTON HWY.	HALTOM CITY	TX	76117	(304) 541-6377	James White
3412	9	1205 EAST DEBBIE LANE	MANSFIELD	TX	76063	(304) 541-6377	James White
3412	10	3981 BELT LINE RD	IRVING	TX	75038	(304) 541-6377	James White
3412	11	7247 BOULEVARD 26	NORTH RICHLAND HILLS	TX	76180	(304) 541-6377	James White
3412	12	9521 WHITE SETTLEMENT RD	FORT WORTH	TX	76108	(304) 541-6377	James White
3412	13	3305B N MAIN ST	FORT WORTH	TX	76106	(304) 541-6377	James White
3412	14	1503 N STORY RD	IRVING	TX	75061	(304) 541-6377	James White
3412	15	826 W. UNIVERSITY DR.,	DENTON	TX	76201	(304) 541-6377	James White
3412	17	1241 N LITTLE SCHOOL RD	KENNEDALE	TX	76060	(304) 541-6377	James White
3412	18	828 BOYD ROAD	AZLE	TX	76020	(304) 541-6377	James White
3412	19	9076 CAMP BOWIE WEST	FORT WORTH	TX	76116	(304) 541-6377	James White

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3412	20	309 WEST NORTHSIDE DR	FORT WORTH	TX	76164	(304) 541-6377	James White
3412	21	312 S. MAIN ST.	WEATHERFORD	TX	76086	(304) 541-6377	James White
3412	44	6635 WESTWORTH BLVD	WESTWORTH VILLAGE	TX	76114	(304) 541-6377	James White
<b>3479</b>	<b>1</b>	1560 E CANTON RD	EDINBURG	TX	78542	(281) 844-1089	Amrit Sandhu
<b>3479</b>	<b>2</b>	1709 US 83 W	PENITAS	TX	78576	(281) 844-1089	Amrit Sandhu
<b>3479</b>	<b>3</b>	9502 MINES RD	LAREDO	TX	78045	(281) 844-1089	Amrit Sandhu
<b>3479</b>	<b>4</b>	2602 N WESTGATE DR	WESLACO	TX	78599	(281) 844-1089	Amrit Sandhu
3493	1	2306 E EXPRESSWAY 83 STE 12	MISSION	TX	78572	(956) 458-0762	Jose Diaz
3495	1	1107 N J ELMER WEAVER FREEWAY	CEDAR HILL	TX	75104	(469) 203-0159	Joseph Bickham
3496	1	2175 S TOWN EAST BLVD	MESQUITE	TX	75149	(469) 203-0159	Joseph Bickham
3512	1	4325 MILES RD #101	SACHSE	TX	75048	(214) 727-8278	Nader Zeidan
<b>3556</b>	<b>1</b>	3200 S Cooper St	Arlington	TX	76015	(847) 722-2632	Rishad Rajabali
<b>3556</b>	<b>2</b>	310 S CLARK RD	DUNCANVILLE	TX	75116	(847) 722-2632	Rishad Rajabali
<b>3556</b>	<b>3</b>	101 E UNIVERSITY AVE	GEORGETOWN	TX	78628	(847) 722-2632	Rishad Rajabali
<b>3556</b>	<b>4</b>	1105 E PARKER RD	PLANO	TX	75074	(847) 722-2632	Rishad Rajabali
3563	1	1590 CLINT CUT OFF RD	CLINT	TX	79836	(865) 266-3984	Gemma Patterson
3582	1	5401 KENWOOD DR	ROWLETT	TX	75089	(254) 421-5357	Nirali Mandalaywala
3584	1	606 W WALKER ST SUITE B	BRECKENRIDGE	TX	76424	(432) 260-8349	Dakota Boulevard
3590	1	8075 I-20 S ACCESS RD WEST	CLYDE	TX	79510	(817) 313-6490	Jimmy Jamshed
3618	1	1030 E HIGHWAY 377	GRANBURY	TX	76048	(214) 603-2937	Mitul Gohel
3618	2	1706 SE 1ST ST	MINERAL WELLS	TX	76067	(214) 603-2937	Mitul Gohel
<b>3619</b>	<b>1</b>	3311 E BROAD ST STE 103	MANSFIELD	TX	76063	(682) 226-6677	Emad Alamlah
3623	1	13497 N HIGHWAY 183	AUSTIN	TX	78750	(915) 329-3130	Daniel De La Cruz
<b>3698</b>	<b>1</b>	1799 E AUSTIN ST	GIDDINGS	TX	78942	(713) 855-2729	Parth Patel
<b>3698</b>	<b>2</b>	12836 US HIGHWAY 290 E	Manor	TX	78653	(713) 855-2729	Parth Patel
3751	1	1800 N HIGHWAY 78	WYLIE	TX	75098	(469) 203-0159	Joseph Bickham
3755	1	810 W OCEAN BLVD SUITE A-3	LOS FRESNOS	TX	78566	(281) 710-2781	JASMINE SANDHU
3755	2	508 N MAIN ST	LA FERIA	TX	78559	(281) 710-2781	JASMINE SANDHU
3755	3	2445 N INTERNATIONAL BLVD	WESLACO	TX	78596	(281) 710-2781	JASMINE SANDHU
3766	4	3145 5TH STREET	WICHITA FALLS	TX	76301-1827	(405) 317-4700	Cary Ross
3766	5	4520 SOUTHWEST PKWY	WICHITA FALLS	TX	76308-3368	(405) 317-4700	Cary Ross
<b>3788</b>	<b>1</b>	6408 I-45 SOUTH	LA MARQUE	TX	77568	(281) 256-7678	Amrit Sandhu
<b>3788</b>	<b>2</b>	117 HIGHWAY 332 WEST	LAKE JACKSON	TX	77566	(281) 256-7678	Amrit Sandhu
<b>3788</b>	<b>3</b>	734 FM 517 WEST	DICKINSON	TX	77539	(281) 256-7678	Amrit Sandhu

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>3788</b>	<b>4</b>	429 MAIN	KERRVILLE	TX	78028	(281) 256-7678	Amrit Sandhu
<b>3788</b>	<b>5</b>	219 W BANDERA RD. SUITE 2	BOERNE	TX	78006	(281) 256-7678	Amrit Sandhu
3794	1	1715 HALTOM RD	HALTOM CITY	TX	76117	(469) 203-0159	Joseph Bickham
<b>1632</b>	<b>1</b>	1260 N. STATE ST.	PROVO	UT	84604	(801) 913-1159	Josh Hill
<b>1632</b>	<b>2</b>	650 E STATE ST SUITE A	AMERICAN FORK	UT	84003	(801) 913-1159	Josh Hill
<b>1632</b>	<b>3</b>	74 S STATE STREET	OREM	UT	84058	(801) 913-1159	Josh Hill
<b>1632</b>	<b>4</b>	9205 S 700 EAST	SANDY	UT	84070	(801) 913-1159	Josh Hill
<b>1632</b>	<b>5</b>	1836 WEST 12600 SOUTH	RIVERTON	UT	84065	(801) 913-1159	Josh Hill
<b>1632</b>	<b>6</b>	434 N 900 EAST	PROVO	UT	84606	(801) 913-1159	Josh Hill
<b>1632</b>	<b>7</b>	1074 N MAIN	SPANISH FORK	UT	84660	(801) 913-1159	Josh Hill
<b>1632</b>	<b>8</b>	880 E 5900 S	MURRAY	UT	84121	(801) 913-1159	Josh Hill
<b>1632</b>	<b>9</b>	3950 W 5400 S	KEARNS	UT	84118	(801) 913-1159	Josh Hill
<b>1632</b>	<b>10</b>	7085 S REDWOOD ROAD	WEST JORDAN	UT	84084	(801) 913-1159	Josh Hill
<b>1632</b>	<b>11</b>	4124 SOUTH REDWOOD ROAD	TAYLORSVILLE	UT	84123	(801) 913-1159	Josh Hill
<b>1632</b>	<b>12</b>	3380 SOUTH 5600 WEST	WEST VALLEY	UT	84120	(801) 913-1159	Josh Hill
<b>1632</b>	<b>14</b>	1580 SOUTH STATE	CLEARFIELD	UT	84015	(801) 913-1159	Josh Hill
<b>1632</b>	<b>15</b>	74 EAST 500 SOUTH SUITE 14	BOUNTIFUL	UT	84010	(801) 913-1159	Josh Hill
<b>1632</b>	<b>16</b>	700 EAST 2100 SOUTH	SALT LAKE CITY	UT	84106	(801) 913-1159	Josh Hill
<b>1632</b>	<b>17</b>	1650 WEST 9000 SOUTH	WEST JORDAN	UT	84088	(801) 913-1159	Josh Hill
<b>1632</b>	<b>18</b>	3632 W 3500 S	WEST VALLEY	UT	84120	(801) 913-1159	Josh Hill
<b>1632</b>	<b>19</b>	2600 N 400 E	OGDEN	UT	84414	(801) 913-1159	Josh Hill
<b>1632</b>	<b>20</b>	1430 N 140 E ST	LOGAN	UT	84341	(801) 913-1159	Josh Hill
<b>1632</b>	<b>21</b>	4862 SOUTH 1900 WEST	ROY	UT	84067	(801) 913-1159	Josh Hill
<b>1632</b>	<b>22</b>	3585 S HARRISON BLVD	OGDEN	UT	84403	(801) 913-1159	Josh Hill
<b>1632</b>	<b>23</b>	6973 SOUTH 4800 WEST	WEST JORDAN	UT	84084	(801) 913-1159	Josh Hill
<b>1632</b>	<b>24</b>	805 SOUTH 900W	SALT LAKE CITY	UT	84104	(801) 913-1159	Josh Hill
<b>1632</b>	<b>25</b>	2301 EAST 2100 SOUTH	SALT LAKE CITY	UT	84109	(801) 913-1159	Josh Hill
<b>1632</b>	<b>26</b>	1169 EAST MAIN STREET	PRICE	UT	84501	(801) 913-1159	Josh Hill
<b>1632</b>	<b>28</b>	11400 SOUTH 700 EAST	DRAPER	UT	84020	(801) 913-1159	Josh Hill
<b>1632</b>	<b>29</b>	192 NORTH FAIRFIELD	LAYTON	UT	84041	(801) 913-1159	Josh Hill
<b>1632</b>	<b>30</b>	1169 WEST HIGHWAY 40 #A	VERNAL	UT	84078	(801) 913-1159	Josh Hill
<b>1632</b>	<b>31</b>	787 SOUTH US HIGHWAY 91	PAYSON	UT	84651	(801) 913-1159	Josh Hill
<b>1632</b>	<b>32</b>	1287 WALL AVE	OGDEN	UT	84404	(801) 913-1159	Josh Hill
<b>1632</b>	<b>33</b>	677 NORTH STATE STREET	LINDON	UT	84062	(801) 913-1159	Josh Hill

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1632</b>	<b>34</b>	1933 NORTH 2000 WEST, SPACE H	CLINTON	UT	84015	(801) 913-1159	Josh Hill
<b>1632</b>	<b>35</b>	3961 W 9000 S	WEST JORDAN	UT	84088	(801) 913-1159	Josh Hill
<b>1632</b>	<b>36</b>	405 SOUTH MAIN STREET	SPRINGVILLE	UT	84663	(801) 913-1159	Josh Hill
<b>1632</b>	<b>37</b>	1625 WEST 700 NORTH SUITE G	SALT LAKE CITY	UT	84116	(801) 913-1159	Josh Hill
<b>1632</b>	<b>38</b>	235 N MAIN ST	TOOELE	UT	84074	(801) 913-1159	Josh Hill
<b>1632</b>	<b>39</b>	89 EAST STATE ROAD 73	SARATOGA SPGS	UT	84043	(801) 913-1159	Josh Hill
<b>1632</b>	<b>40</b>	1080 E 500 S	SALT LAKE CITY	UT	84102	(801) 913-1159	Josh Hill
<b>1632</b>	<b>52</b>	5069 WEST 13400 SOUTH	RIVERTON	UT	84096	(801) 913-1159	Josh Hill
<b>1632</b>	<b>53</b>	5374 WEST 11000 NORTH	HIGHLAND	UT	84003	(801) 913-1159	Josh Hill
<b>1632</b>	<b>54</b>	555 WEST 100 NORTH	PROVIDENCE	UT	84332	(801) 913-1159	Josh Hill
<b>1632</b>	<b>55</b>	155 EAST 13800 SOUTH	DRAPER	UT	84020	(801) 913-1159	Josh Hill
<b>1632</b>	<b>56</b>	2432 W 1700 S	SYRACUSE	UT	84075	(801) 913-1159	Josh Hill
<b>1632</b>	<b>57</b>	184 W PARRISH LANE	CENTERVILLE	UT	84014	(801) 913-1159	Josh Hill
<b>1632</b>	<b>58</b>	178 WEST 1500 SUITE 114	RICHFIELD	UT	84701	(801) 913-1159	Josh Hill
<b>1632</b>	<b>59</b>	1100 S MAIN ST	HEBER	UT	84032	(801) 913-1159	Josh Hill
<b>1632</b>	<b>60</b>	3292 RICHMOND ST	SALT LAKE CITY	UT	84106	(801) 913-1159	Josh Hill
<b>1632</b>	<b>61</b>	7890 SOUTH 1300 EAST	SANDY	UT	84094	(801) 913-1159	Josh Hill
<b>1632</b>	<b>62</b>	8255 WEST 3500 SOUTH	MAGNA	UT	84044	(801) 913-1159	Josh Hill
<b>1632</b>	<b>63</b>	720 SOUTH MAIN STREET	BRIGHAM CITY	UT	84302	(801) 913-1159	Josh Hill
<b>1632</b>	<b>64</b>	11522 SOUTH 4000 WEST	SOUTH JORDAN	UT	84095	(801) 913-1159	Josh Hill
<b>1632</b>	<b>65</b>	283 N FLINT ST	KAYSVILLE	UT	84037	(801) 913-1159	Josh Hill
<b>1632</b>	<b>66</b>	689 NORTH REDWOOD RD	NORTH SALT LAKE	UT	84054	(801) 913-1159	Josh Hill
<b>1632</b>	<b>67</b>	2572 EAST SOUTH WEBER DR	SOUTH WEBER	UT	84405	(801) 913-1159	Josh Hill
<b>1632</b>	<b>68</b>	554 N MILL RD	VINEYARD	UT	84059	(801) 913-1159	Josh Hill
<b>1632</b>	<b>69</b>	414 E MAIN ST	LEHI	UT	84043	(801) 913-1159	Josh Hill
<b>1632</b>	<b>70</b>	1690 N STATE ST	OREM	UT	84057	(801) 913-1159	Josh Hill
<b>1632</b>	<b>71</b>	1376 E HIGHWAY 193	LAYTON	UT	84040	(801) 913-1159	Josh Hill
<b>1632</b>	<b>72</b>	4699 E HOLLADAY BLVD E	HOLLADAY	UT	84117	(801) 913-1159	Josh Hill
<b>1632</b>	<b>73</b>	1122 S UNIVERSITY AVE ST. 200	PROVO	UT	84601	(801) 913-1159	Josh Hill
<b>1632</b>	<b>75</b>	4165 N Pony Express Pkwy	Eagle Mountain	UT	84005	(801) 913-1159	Josh Hill
<b>1632</b>	<b>991</b>	DELTA CENTER	SALT LAKE CITY	UT	84101	(801) 913-1159	Josh Hill
1988	1	462 N MAIN ST	EPHRAIM	UT	84627	(435) 660-1340	Launey Ivers
1988	2	111 N MAIN ST	GUNNISON	UT	84634	(435) 660-1340	Launey Ivers
3033	1	1010 N MAIN STREET	NEPHI	UT	84648	(801) 623-8805	Tyson Olsen

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3347	1	702 EAST 700 SOUTH	ST GEORGE	UT	84770	(435) 229-0703	Wes Swaney
3347	2	310 W STATE ST	HURRICANE	UT	84737	(435) 229-0703	Wes Swaney
3347	3	96 N. MAIN STREET #104	CEDAR CITY	UT	84720	(435) 229-0703	Wes Swaney
3347	4	875 W RED CLIFFS DR	WASHINGTON	UT	84780	(435) 229-0703	Wes Swaney
3347	5	1973 W. SUNSET BLVD., UNIT A	ST. GEORGE	UT	84770	(435) 229-0703	Wes Swaney
3347	6	922 E BRIGHAM RD	ST GEORGE	UT	84790	(435) 229-0703	Wes Swaney
3352	8	1224 E MAIN ST	GREEN RIVER	UT	84525	(208) 535-5920	Tony Blakeslee
3423	4	77 W 1300 S	SALT LAKE CITY	UT	84115	(586) 944-8139	stacy bacevicius
3460	1	332 S 200 E	ROOSEVELT	UT	84066	(801) 623-8805	Tyson Olson
3460	2	230 MAIN ST	TREMONTON	UT	84337	(801) 623-8805	Tyson Olson
3460	3	479 EAST MAIN STREET	SANTAQUIN	UT	84655	(801) 623-8805	Tyson Olson
3552	1	75 N HIGHWAY 6	DELTA	UT	84624	(435) 559-0965	Jordan Jenkins
3620	1	2055 S STATE ST	SALINA	UT	84654	(801) 706-3750	Gurvinder Gill
629	105	4801 SHORE DRIVE	VIRGINIA BEACH	VA	23455		
629	107	1202 N MAIN ST SUITE 150	SUFFOLK	VA	23434		
1553	10	1315 EUCLID AVE	BRISTOL	VA	24201	(714) 270-1389	Craig McClure
1553	13	660 HWY 58	NORTON	VA	24273	(714) 270-1389	Craig McClure
1553	32	3026 US HIGHWAY 23 NORTH	WEBER CITY	VA	24290	(714) 270-1389	Craig McClure
1618	1	4758 S AMHERST HWY	MADISON HEIGHTS	VA	24572	(617) 733-9795	Patrick OConnel
1618	2	1321 ORANGE AVE NE	ROANOKE	VA	24012	(617) 733-9795	Patrick OConnel
1618	3	1081 E STUART DR	GALAX	VA	24333	(617) 733-9795	Patrick OConnel
1618	5	1576 N FRANKLIN STREET	CHRISTIANSBURG	VA	24073	(617) 733-9795	Patrick OConnel
1618	7	1000 E MAIN ST	PULASKI	VA	24301	(617) 733-9795	Patrick OConnel
1618	8	380 COMMONWEALTH DR	WYTHEVILLE	VA	24382	(617) 733-9795	Patrick OConnel
1618	10	3460 VIRGINIA AVENUE	COLLINSVILLE	VA	24078	(617) 733-9795	Patrick OConnel
1618	11	7414 LEE HWY	FAIRLAWN	VA	24141	(617) 733-9795	Patrick OConnel
1618	12	2827 CANDLERS MOUNTAIN RD	LYNCHBURG	VA	24502	(617) 733-9795	Patrick OConnel
1618	14	952 TANYARD RD	ROCKY MOUNT	VA	24151	(617) 733-9795	Patrick OConnel
1618	15	301 S MAIN ST.	STUART	VA	24171	(617) 733-9795	Patrick OConnel
1618	17	1129 N MAIN ST	MARION	VA	24354	(617) 733-9795	Patrick OConnel
1618	19	1485 W MAIN ST	SALEM	VA	24153	(617) 733-9795	Patrick OConnel
1618	21	1111 E. LYNCHBURG SALEM TPKE	BEDFORD	VA	24523	(617) 733-9795	Patrick OConnel
1618	24	372 TOWNE CENTER DR	ABINGDON	VA	24210	(617) 733-9795	Patrick OConnel
1618	27	2010 S MAIN ST	FARMVILLE	VA	23901	(617) 733-9795	Patrick OConnel

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1618	33	3448 HOLLAND ROAD	VIRGINIA BEACH	VA	23452	(617) 733-9795	Patrick OConnel
1618	34	2032 VICTORY BOULEVARD #5	PORTSMOUTH	VA	23702	(617) 733-9795	Patrick OConnel
1618	35	6517 COLLEGE PARK SQUARE	VIRGINIA BEACH	VA	23464	(617) 733-9795	Patrick OConnel
1618	36	2020 NICKERSON	HAMPTON	VA	23663	(617) 733-9795	Patrick OConnel
1618	37	12735 JEFFERSON AVENUE	NEWPORT NEWS	VA	23602	(617) 733-9795	Patrick OConnel
1618	61	1547 E. LITTLE CREEK RD.	NORFOLK	VA	23518	(617) 733-9795	Patrick OConnel
1618	71	1126 NORTH MILITARY HIGHWAY	NORFOLK	VA	23502	(617) 733-9795	Patrick OConnel
1618	81	2300 W. BEVERLEY ST.	STAUNTON	VA	24401	(617) 733-9795	Patrick OConnel
1618	82	52 S. CARLTON ST.	HARRISONBURG	VA	22801	(617) 733-9795	Patrick OConnel
1618	83	1327 B WEST BROAD STREET	WAYNESBORO	VA	22980	(617) 733-9795	Patrick OConnel
1618	86	925 DIAMOND SPRINGS RD	VIRGINIA BEACH	VA	23455	(617) 733-9795	Patrick OConnel
1618	87	1800 LIBERTY ST	CHESAPEAKE	VA	23324	(617) 733-9795	Patrick OConnel
1618	90	1508 SAMS CIRCLE	CHESAPEAKE	VA	23320	(617) 733-9795	Patrick OConnel
<b>1632</b>	<b>446</b>	4719 WALMSLEY BLVD	RICHMOND	VA	23234	(801) 913-1159	Josh Hill
<b>1632</b>	<b>447</b>	321 NORTH ARCH RD.	RICHMOND	VA	23235	(801) 913-1159	Josh Hill
<b>1632</b>	<b>448</b>	5101 S LABURNUM AVE	RICHMOND	VA	23231	(801) 913-1159	Josh Hill
<b>1632</b>	<b>449</b>	2104 BOULEVARD	COLONIAL HEIGHTS	VA	23834	(801) 913-1159	Josh Hill
<b>1632</b>	<b>450</b>	3225 S CRATER RD	PETERSBURG	VA	23805	(801) 913-1159	Josh Hill
<b>1632</b>	<b>451</b>	3512 OAKLAWN BLVD	HOPEWELL	VA	23860	(801) 913-1159	Josh Hill
<b>1632</b>	<b>452</b>	13300 MIDLOTHIAN TURNPIKE	MIDLOTHIAN	VA	23113	(801) 913-1159	Josh Hill
<b>1632</b>	<b>453</b>	1547 N PARHAM RD	HENRICO	VA	23229	(801) 913-1159	Josh Hill
<b>1632</b>	<b>454</b>	10220 HULL STREET ROAD	MIDLOTHIAN	VA	23112	(801) 913-1159	Josh Hill
<b>1632</b>	<b>455</b>	11101 IRON BRIDGE ROAD	CHESTER	VA	23831	(801) 913-1159	Josh Hill
<b>1632</b>	<b>456</b>	13726 HULL STREET RD	MIDLOTHIAN	VA	23112	(801) 913-1159	Josh Hill
<b>1632</b>	<b>457</b>	7340 FOREST HILL AVE	RICHMOND	VA	23225	(801) 913-1159	Josh Hill
<b>1632</b>	<b>458</b>	4007 MECHANICSVILLE TURNPIKE	RICHMOND	VA	23223	(801) 913-1159	Josh Hill
<b>1632</b>	<b>459</b>	9514 WOODMAN RD	RICHMOND	VA	23228	(801) 913-1159	Josh Hill
<b>1632</b>	<b>460</b>	7332 STAPLES MILL RD	RICHMOND	VA	23228	(801) 913-1159	Josh Hill
<b>1632</b>	<b>461</b>	6040 BROOK RD.	RICHMOND	VA	23227	(801) 913-1159	Josh Hill
<b>1632</b>	<b>462</b>	6493 MECHANICSVILLE TURNPIKE	MECHANICSVILLE	VA	23111	(801) 913-1159	Josh Hill
<b>1632</b>	<b>463</b>	217 S WASHINGTON	ASHLAND	VA	23005	(801) 913-1159	Josh Hill
<b>1632</b>	<b>465</b>	3134 TYRE NECK ROAD	PORTSMOUTH	VA	23703	(801) 913-1159	Josh Hill
<b>1632</b>	<b>466</b>	2328 WEST MERCURY BLVD SUITE C	HAMPTON	VA	23666	(801) 913-1159	Josh Hill
<b>1632</b>	<b>467</b>	10119 JEFFERSON AVE	NEWPORT NEWS	VA	23605	(801) 913-1159	Josh Hill

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>1632</b>	<b>468</b>	3014 TURNPIKE RD	PORTSMOUTH	VA	23701	(801) 913-1159	Josh Hill
<b>1632</b>	<b>469</b>	15482 WARWICK BLVD	NEWPORT NEWS	VA	23608	(801) 913-1159	Josh Hill
<b>1632</b>	<b>470</b>	12551 Jefferson Davis Hwy	Chester	VA	23831	(801) 913-1159	Josh Hill
1778	1	5072 FERRELL PARKWAY	VIRGINIA BEACH	VA	23464	(757) 633-6160	Steven Marx
1778	2	1101 W LITTLE CREEK RD	NORFOLK	VA	23505	(757) 633-6160	Steven Marx
1940	9	6144 ROSE HILL DR	ALEXANDRIA	VA	22310	(214) 300-5387	Irfaan Lalani
1954	1	22045 ENTERPRISE ST	STERLING	VA	20164	(559) 304-4480	jaidev Kang
1954	2	703 E MARKET STREET	LEESBURG	VA	20176	(559) 304-4480	jaidev Kang
1954	3	16708 JEFFERSON DAVIS HWY	DUMFRIES	VA	22026	(559) 304-4480	jaidev Kang
1978	2	7436 LITTLE RIVER TURNPIKE	ANNANDALE	VA	22003	(214) 300-5387	Irfaan Lalani
1978	5	5025 COLUMBIA PIKE	ARLINGTON	VA	22204	(214) 300-5387	Irfaan Lalani
1995	1	240 RIVENDELL COURT SUITE 1	WINCHESTER	VA	22603	(336) 413-6709	Shawn Darter
1995	2	381 GATEWAY DR SUITE 1	WINCHESTER	VA	22603	(336) 413-6709	Shawn Darter
1995	5	255 FAIRFAX PIKE SUITE 1	STEPHENS CITY	VA	22655	(336) 413-6709	Shawn Darter
2057	5	6939 GEORGE WASHINGTON HWY	GLOUCESTER COURTHOUS	VA	23061	(517) 896-6050	Christopher Cook
3023	1	15137 MONTANUS DRIVE	CULPEPER	VA	22701	(202) 345-0306	Tejas Desai
3077	3478	9181 US HIGHWAY 29 S	BLAIRS	VA	24527	(904) 860-1355	Petra Arellano
3207	1	1465 STAFFORD MARKET PLACE	STAFFORD	VA	22556	(559) 304-4480	
3207	2	10661 COURTHOUSE ROAD	FREDERICKSBURG	VA	22407	(559) 304-4480	
3207	3	282 DEACON RD	FREDERICKSBURG	VA	22405	(559) 304-4480	
3207	4	5713 PLANK RD	FREDERICKSBURG	VA	22407	(559) 304-4480	
3252	129	596 MOUNT HERMON RD	ELKTON	VA	22827	(304) 678-9449	Jeff Johnson
3318	1	6428 TRADING SQUARE LANE	HAYMARKET	VA	20169	(703) 627-6600	Jermanjit Singh
3499	5	736 WARRENTON RD #114	FREDERICKSBURG	VA	22406	(559) 304-4480	Jaidev Kang
3499	6	9020 MATHIS AVE	MANASSAS	VA	20110	(559) 304-4480	Jaidev Kang
3499	7	10490 SUDLEY MANOR DR	MANASSAS	VA	20109	(559) 304-4480	Jaidev Kang
3499	8	14079 JEFFERSON DAVIS HWY	WOODBIDGE	VA	22191	(559) 304-4480	Jaidev Kang
3499	9	4315 DALE BLVD.	DALE CITY	VA	22193	(559) 304-4480	Jaidev Kang
3539	1	608 N MAIN ST	KILMARNOCK	VA	22482	(804) 721-3131	
<b>3662</b>	<b>3</b>	237 S BATTLEFIELD BLVD	CHESAPEAKE	VA	23322	(252) 489-4677	Gregory Nigro
<b>3662</b>	<b>4</b>	4655 MONTICELLO AVE UNIT 107	WILLIAMSBURG	VA	23188	(252) 489-4677	Gregory Nigro
3670	1	4025 BRAMBLETON AVE	ROANOKE	VA	24018	(424) 702-5774	Michael Aminpour
3670	2	7234 WILLIAMSON RD	ROANOKE	VA	24019	(424) 702-5774	Michael Aminpour
3670	3	1449 SOUTH MAIN STREET	DANVILLE	VA	24541	(424) 702-5774	Michael Aminpour



**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3670	4	3508 OLD HALIFAX RD	SOUTH BOSTON	VA	24592	(424) 702-5774	Michael Aminpour
3670	5	1287 PINEY FOREST RD	DANVILLE	VA	24540	(424) 702-5774	Michael Aminpour
3694	1	10396 BLUE STAR HWY	STONY CREEK	VA	23882	(703) 576-1728	Greg Manzer
3694	2	12461 OLD STAGE RD	WARFIELD	VA	23889	(703) 576-1728	Greg Manzer
3694	3	5803 PRINCE GEORGE DR	PRINCE GEORGE	VA	23875	(703) 576-1728	Greg Manzer
3750	1	8246 RICHMOND HWY	ALEXANDRIA	VA	22309	(202) 330-8953	Jaidev Kang
3750	2	511 N ROYAL AVE	FRONT ROYAL	VA	22630	(202) 330-8953	Jaidev Kang
3750	3	11133 MARSH RD	BEALETON	VA	22712-9997	(202) 330-8953	Jaidev Kang
3761	1	251 WEST LEE HWY #668	WARRENTON	VA	20186	(540) 216-7937	Ramanpreet Kaur Mai
3798	1	8627 SEMINOLE TRAIL	RUCKERSVILLE	VA	22968	(202) 716-3227	Mahmoud Hassan
700	3829	CHARLOTTE AMALIE	ST THOMAS	VI	802	(402) 463-3017	
700	3972	SUNNY ISLES SHOP CTR-A	ST CROIX	VI	820	(402) 463-3017	
<b>3644</b>	<b>1</b>	90 CENTER ROAD	ESSEX JUNCTION	VT	5452	(702) 682-9897	James Allen
<b>3644</b>	<b>2</b>	113 US RT 4 EAST	RUTLAND	VT	5701	(702) 682-9897	James Allen
<b>3644</b>	<b>3</b>	1241 Williston Road	South Burlington	VT	5401	(702) 682-9897	James Allen
400	1	2430 YEW STREET	BELLINGHAM	WA	98229	(360) 303-2293	Ray Caldwell
400	2	1072 LAKEWAY DRIVE	BELLINGHAM	WA	98229	(360) 303-2293	Ray Caldwell
400	3	1804 18TH ST	LYNDEN	WA	98264	(360) 303-2293	Ray Caldwell
400	4	1605 N 18TH ST	MOUNT VERNON	WA	98273	(360) 303-2293	Ray Caldwell
400	5	3210-A NORTHWEST	BELLINGHAM	WA	98225	(360) 303-2293	Ray Caldwell
400	6	2055 VISTA STREET	FERNDALE	WA	98248	(360) 303-2293	Ray Caldwell
400	8	119 KIRSCH DR.	EVERSON	WA	98247	(360) 303-2293	Ray Caldwell
400	11	1419 COMMERCIAL AVE	ANACORTES	WA	98221	(360) 303-2293	Ray Caldwell
400	12	200 CARTER ST	SEDRO-WOOLLEY	WA	98284	(360) 303-2293	Ray Caldwell
1355	1	6031-C 47TH AVENUE NE	MARYSVILLE	WA	98270	(360) 961-2433	Tim Hawkins
1355	2	8550 EVERGREEN WAY	EVERETT	WA	98204	(360) 961-2433	Tim Hawkins
1355	5	9925 STATE AVENUE	MARYSVILLE	WA	98270	(360) 961-2433	Tim Hawkins
1475	1	14400 AMBAUM BLVD.	BURIEN	WA	98166	(509) 432-5212	Jatinder Jassal
1475	2	10439 16TH AVENUE SW	SEATTLE	WA	98146	(509) 432-5212	Jatinder Jassal
1475	5	7600 196TH STREET SW	LYNNWOOD	WA	98036	(509) 432-5212	Jatinder Jassal
1475	6	18336 AURORA AVENUE NORTH	SHORELINE	WA	98133	(509) 432-5212	Jatinder Jassal
1565	1	1521 N. ARGONNE RD.	SPOKANE VALLEY	WA	99212	(209) 620-2323	Fernando Santiago
1565	4	2905 SOUTH REGAL STREET	SPOKANE	WA	99223	(209) 620-2323	Fernando Santiago
1565	9	4015 N. MARKET ST	SPOKANE	WA	99207	(209) 620-2323	Fernando Santiago

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1631	1	4311 212TH STREET SW	MOUNTLAKE TERRACE	WA	98043	(425) 238-0014	Carlis Womack
1631	3	202 164TH STREET SW	LYNNWOOD	WA	98037	(425) 238-0014	Carlis Womack
1703	201	1935 W. COURT ST.	PASCO	WA	99301		
1703	202	2301 W. NOB HILL BLVD.,	YAKIMA	WA	98902		
1703	203	6101 N. DIVISION	SPOKANE	WA	99208-1025		
1703	204	2632 W. KENNEWICK AVE.	KENNEWICK	WA	99336		
1703	205	2010 YAKIMA VALLEY HWY	SUNNYSIDE	WA	98944		
1703	206	1250 N. WENATCHEE AVENUE	WENATCHEE	WA	98801		
1703	207	509 NORTH SULLIVAN RD	SPOKANE VALLEY	WA	99037		
1703	208	234 SYMONS ST	RICHLAND	WA	99354		
1703	209	4911 N. ROAD 68 SUITE A	PASCO	WA	99301		
1703	210	12208 NORTH DIVISION	SPOKANE	WA	99218		
1703	211	8530 W GAGE BLVD	KENNEWICK	WA	99336		
1711	6	900 W WINE COUNTRY RD	GRANDVIEW	WA	98930	(714) 520-9521	Aurelio Castaneda
1711	7	933 N STRATFORD RD SUITE D	MOSES LAKE	WA	98837	(714) 520-9521	Aurelio Castaneda
1711	8	1014 E NOB HILL BLVD	YAKIMA	WA	98901	(714) 520-9521	Aurelio Castaneda
1771	1	27020 PACIFIC HIGHWAY SOUTH	KENT	WA	98032	(253) 315-4356	Manjod Kumar
1771	3	31830 PACIFIC HWY S	FEDERAL WAY	WA	98003	(253) 315-4356	Manjod Kumar
1999	1	31595 STATE ROUTE 20	OAK HARBOR	WA	98277	(360) 220-6060	Mike DeWilde
2065	1	5508 E. FOURTH PLAIN BLVD.	VANCOUVER	WA	98661	(541) 923-5931	Mundee Viers
2086	1	15018 PACIFIC AVENUE SOUTH	SPANAWAY	WA	98444	(702) 807-9613	Benjamin Campbell
2086	2	2500 SW 336TH STREET	FEDERAL WAY	WA	98023	(702) 807-9613	Benjamin Campbell
2086	3	110 WASHINGTON AVENUE NORTH	KENT	WA	98032	(702) 807-9613	Benjamin Campbell
2086	4	10607 SE 240TH STREET	KENT	WA	98031	(702) 807-9613	Benjamin Campbell
2086	5	415 AUBURN WAY NORTH	AUBURN	WA	98002	(702) 807-9613	Benjamin Campbell
3004	1	10137 224TH STREET EAST	GRAHAM	WA	98338	(253) 307-3501	Ken Giovannini
3004	3	724 MERIDIAN E	MILTON	WA	98354	(253) 307-3501	Ken Giovannini
3022	4	101 S. 38TH STREET	TACOMA	WA	98418	(559) 708-6569	Shabnam Randhawa
3022	5	828 EAST 72ND STREET	TACOMA	WA	98404	(559) 708-6569	Shabnam Randhawa
3022	6	10011 BRIDGEPORT WAY	LAKESWOOD	WA	98499	(559) 708-6569	Shabnam Randhawa
3022	7	16116 MERIDIAN SOUTH	PUYALLUP	WA	98374	(559) 708-6569	Shabnam Randhawa
3022	8	2421 SOUTH UNION AVE	TACOMA	WA	98405	(559) 708-6569	Shabnam Randhawa
3022	9	3709 MERIDIAN SOUTH	PUYALLUP	WA	98373	(559) 708-6569	Shabnam Randhawa
3022	10	805 SE COLLEGE STREET	LACEY	WA	98503	(559) 708-6569	Shabnam Randhawa

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

3022	11	5502 ORCHARD STREET WEST	TACOMA	WA	98467	(559) 708-6569	Shabnam Randhawa
3022	12	21170 WA 410	BONNEY LAKE	WA	98391	(559) 708-6569	Shabnam Randhawa
3022	14	319 W WISHKAH ST	ABERDEEN	WA	98520	(559) 708-6569	Shabnam Randhawa
3022	15	11114 PACIFIC AVENUE	TACOMA	WA	98444	(559) 708-6569	Shabnam Randhawa
3057	1	638 S. 9TH STREET	WALLA WALLA	WA	99362	(509) 540-5297	Fernando Robles
3099	1	17323 SMOKEY POINT BLVD	ARLINGTON	WA	98223	(425) 314-8613	Charles Tomyne
3162	1	15423 SE 272ND STREET	KENT	WA	98042	(209) 620-2323	Fernando Santiago
3162	3	17324 SE 140TH AVE	RENTON	WA	98058	(209) 620-2323	Fernando Santiago
3162	7	12620 NE 85TH STREET	KIRKLAND	WA	98033	(209) 620-2323	Fernando Santiago
3188	1	221-G NE 104TH AVENUE	VANCOUVER	WA	98664	(801) 815-1887	Clark Nichols
3188	2	12010-A NE 4TH PLAIN	VANCOUVER	WA	98682	(801) 815-1887	Clark Nichols
3188	3	1015 OCEAN BEACH HWY	LONGVIEW	WA	98632	(801) 815-1887	Clark Nichols
3188	4	1125 SE 163RD PLACE	VANCOUVER	WA	98683	(801) 815-1887	Clark Nichols
3188	5	310 NE 78TH ST	VANCOUVER	WA	98665	(801) 815-1887	Clark Nichols
3188	6	16 N.W. 13TH AVE.	BATTLE GROUND	WA	98604	(801) 815-1887	Clark Nichols
3419	1	1280 LEWIS RIVER RD	WOODLAND	WA	98674	(206) 412-7929	Sukhbir Singh
3536	1	704 TROSPER RD SW STE 122	TUMWATER	WA	98512	(360) 402-7958	Justin Dahl
3536	2	1549 NW LOUISIANA AVE	CHEHALIS	WA	98532	(360) 402-7958	Justin Dahl
3567	1	2106 HARRISON AVE NW	OLYMPIA	WA	98502	(253) 226-1820	Joshua Brumley
3669	1	1107 CALLOW AVE	BREMERTON	WA	98312	(360) 621-1333	Sukhwinder Singh
3669	2	1900 SE SEDGWICK RD	PORT ORCHARD	WA	98366	(360) 621-1333	Sukhwinder Singh
3669	3	5050 STATE HIGHWAY 303 NE	BREMERTON	WA	98311	(360) 621-1333	Sukhwinder Singh
3669	4	3150 NW BUCKLIN HILL RD	SILVERDALE	WA	98383	(360) 621-1333	Sukhwinder Singh
3765	1	19551 STEVENS PASS HIGHWAY	MONROE	WA	98272	(206) 960-9375	Harjot Singh
3765	2	3625-C SW 148TH ST	LYNNWOOD	WA	98087	(206) 960-9375	Harjot Singh
3775	1	203 SOUTH 2ND STREET	RENTON	WA	98057	(206) 290-9157	Tajinder Singh
3811	1	26477 72ND AVE NW-SUITE 100	STANWOOD	WA	98292	(206) 240-6267	Ryan Jayne
89	1	1400 W COLLEGE AVE	APPLETON	WI	54914	(920) 734-3120	Bill Veremis
89	2	317 E CALUMET	APPLETON	WI	54915	(920) 734-3120	Bill Veremis
89	3	1022 S KOELLER	OSHKOSH	WI	54902	(920) 734-3120	Bill Veremis
89	6	7 WEST SCOTT ST	FOND DU LAC	WI	54935	(920) 734-3120	Bill Veremis
89	7	207 SHAWANO	NEW LONDON	WI	54961	(920) 734-3120	Bill Veremis
89	8	133 W MAIN ST	LITTLE CHUTE	WI	54140	(920) 734-3120	Bill Veremis
89	9	661 RIDGEVIEW	APPLETON	WI	54911	(920) 734-3120	Bill Veremis

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

89	10	1981 EAST MASON	GREEN BAY	WI	54302	(920) 734-3120	Bill Veremis
89	11	2262 W. MASON ST.	GREEN BAY	WI	54303	(920) 734-3120	Bill Veremis
89	12	3921 S WEBSTER	ALLOUEZ	WI	54301	(920) 734-3120	Bill Veremis
89	13	1053 W WINNECONNE	NEENAH	WI	54956	(920) 734-3120	Bill Veremis
1275	1	2501 CHURCH STREET	STEVENS POINT	WI	54481	(715) 572-5581	Jamison Bronk
1320	1	915 LAKE SHORE DR W	ASHLAND	WI	54806	(715) 292-5230	Dale Brooks
1764	20	1838 WEST COURT ST	JANESVILLE	WI	53548	(650) 296-5367	Robertson Yao
1881	1	2694 CRANSTON RD	BELOIT	WI	53511	(650) 296-5367	Robertson Yao
1948	2	1434 E GENEVA ST	DELAVAN	WI	53115	(815) 979-2512	Sair Ali
2077	1	1920 CRESTVIEW DR	HUDSON	WI	54016	(651) 253-4139	Denise Lay
2097	1	733 SUPERIOR STREET	ANTIGO	WI	54409	(920) 419-6614	Sheri Lanser
2097	2	1819 STEWART AVE	WAUSAU	WI	54401	(920) 419-6614	Sheri Lanser
2097	3	1699 SCHOFIELD AVE	SCHOFIELD	WI	54476	(920) 419-6614	Sheri Lanser
3019	2	114 BELKNAP ST	SUPERIOR	WI	54880	(218) 940-8140	Michelle Rapp
3092	1	2464 SOUTH MAIN ST	RICE LAKE	WI	54868	(715) 205-9098	Kevin Segebrecht
3149	6	1056 E GREEN BAY ST	SHAWANO	WI	54166	(715) 395-9950	Mark Corbin
3149	8	2905 MALL DRIVE	EAU CLAIRE	WI	54701	(715) 395-9950	Mark Corbin
3149	9	8 W MADISON	EAU CLAIRE	WI	54703	(715) 395-9950	Mark Corbin
3149	10	1320 N BROADWAY	MENOMONIE	WI	54751	(715) 395-9950	Mark Corbin
3221	1	1663 WISCONSIN AVENUE	GRAFTON	WI	53024	(414) 477-9736	Matt Schroeder
3221	2	1448 WEST WASHINGTON	WEST BEND	WI	53095	(414) 477-9736	Matt Schroeder
3221	3	2940 S BUSINESS DR	SHEBOYGAN	WI	53081	(414) 477-9736	Matt Schroeder
3221	4	S69 W15465 JANESVILLE RD	MUSKEGO	WI	53150	(414) 477-9736	Matt Schroeder
3221	5	2122 DOUGLAS AVE	RACINE	WI	53402	(414) 477-9736	Matt Schroeder
3371	1	51 S 8TH ST	HILBERT	WI	54129	(920) 809-1210	Buddi Subedi
3427	1	5493 MONUMENT POINT RD	EGG HARBOR	WI	54209	(920) 333-0112	Parvinder Jandu
<b>3583</b>	<b>2</b>	<b>2833 E. WASHINGTON AVE.</b>	<b>MADISON</b>	<b>WI</b>	<b>53704</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>3</b>	<b>700 SOUTH GAMMON ROAD</b>	<b>MADISON</b>	<b>WI</b>	<b>53719</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>4</b>	<b>3042 FISH HATCHERY RD</b>	<b>FITCHBURG</b>	<b>WI</b>	<b>53713</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>5</b>	<b>1326 W MAIN</b>	<b>SUN PRAIRIE</b>	<b>WI</b>	<b>53590</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>6</b>	<b>2719 CALUMET AVE</b>	<b>MANITOWOC</b>	<b>WI</b>	<b>54220</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>7</b>	<b>306 W MAIN ST</b>	<b>WATERTOWN</b>	<b>WI</b>	<b>53094</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>8</b>	<b>2204 JACKSON ST</b>	<b>OSHKOSH</b>	<b>WI</b>	<b>54901</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>
<b>3583</b>	<b>9</b>	<b>1910 CROOKS AVE</b>	<b>KAUKAUNA</b>	<b>WI</b>	<b>54130</b>	<b>(99999217) 221-5667</b>	<b>Dave Riney</b>

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

<b>3583</b>	<b>14</b>	110 E. BADGER	WAUPACA	WI	54981	(99999217) 221-5667	Dave Riney
3729	1	705-A NORTH MAIN ST	RIVER FALLS	WI	54022	(248) 480-1230	Marouf "Murphy" Ma
3744	1	3285 CEDAR HEDGE LANE	GREEN BAY	WI	54311	(715) 839-5211	Craig Deutsch
3744	2	2516 W FRONTIER RD	ABRAMS	WI	54101	(715) 839-5211	Craig Deutsch
3744	3	1828 S ASHLAND AVE	GREEN BAY	WI	54304	(715) 839-5211	Craig Deutsch
3769	1	408 N CENTRAL	MARSHFIELD	WI	54449	(715) 570-0463	Chad O'Brien
3785	1	214 N US HIGHWAY 141	CRIVITZ	WI	54114	(715) 854-2115	Rebecca Zillges
3814	1	1022 LACROSSE ST.	LA CROSSE	WI	54601	(608) 397-6938	Aaron Erdmann
127	5	6302 US ROUTE 60	BARBOURSVILLE	WV	25504	(304) 638-1772	Vicki Dunn-marshall
127	6	2889 5TH AVENUE	HUNTINGTON	WV	25702	(304) 638-1772	Vicki Dunn-marshall
127	7	100 SEVENTH AVENUE	HUNTINGTON	WV	25701	(304) 638-1772	Vicki Dunn-marshall
127	1001	MOBILE FOOD TRUCK	HUNTINGTON	WV	25705	(304) 638-1772	Vicki Dunn-marshall
242	1	710 GRAND CENTRAL AVENUE	VIENNA	WV	26105	(304) 865-2284	Lloyd Hughes
242	2	928 DIVISION B	PARKERSBURG	WV	26101	(304) 865-2284	Lloyd Hughes
242	3	158 EMILY DRIVE	CLARKSBURG	WV	26301	(304) 865-2284	Lloyd Hughes
242	7	1200 FAIRMONT AVE	FAIRMONT	WV	26554	(304) 865-2284	Lloyd Hughes
242	10	3006 7TH STREET	PARKERSBURG	WV	26101	(304) 865-2284	Lloyd Hughes
242	13	120 BUCKHANNON CROSSROADS	BUCKHANNON	WV	26201	(304) 865-2284	Lloyd Hughes
242	14	211 MILFORD STREET	CLARKSBURG	WV	26301	(304) 865-2284	Lloyd Hughes
398	1	3103 ROBERT C BYRD DR	BECKLEY	WV	25801	(304) 638-1772	Vicki Dunn-Marshall
398	4	937 E MAIN STREET	OAK HILL	WV	25901	(304) 638-1772	Vicki Dunn-Marshall
398	8	229 AIRPORT RD	BEAVER	WV	25813	(304) 638-1772	Vicki Dunn-Marshall
398	9	1277 ROBERT C BYRD DR	CRAB ORCHARD	WV	25827	(304) 638-1772	Vicki Dunn-Marshall
1044	6	1129 STAFFORD DR	PRINCETON	WV	24740	(304) 638-1772	Vicki Dunn-Marshall
1044	7	1817 BLAND STREET	BLUEFIELD	WV	24701	(304) 638-1772	Vicki Dunn-Marshall
1044	8	126 SENECA TRAIL	FAIRLEA	WV	24901	(304) 638-1772	Vicki Dunn-Marshall
1044	9	842 BROAD STREET	SUMMERSVILLE	WV	26651	(304) 638-1772	Vicki Dunn-Marshall
1044	11	5333 MACCORKLE AVE. SW	SOUTH CHARLESTON	WV	25309	(304) 638-1772	Vicki Dunn-Marshall
1044	12	111 HURRICANE CREEK ROAD	HURRICANE	WV	25526	(304) 638-1772	Vicki Dunn-Marshall
1044	13	104 MACCORKLE AVE	ST ALBANS	WV	25177	(304) 638-1772	Vicki Dunn-Marshall
1229	6	319 VIAND ST.	POINT PLEASANT	WV	25550	(304) 942-4884	Scott GOODWIN
1334	1	204 VENTURE DR	MORGANTOWN	WV	26508	(304) 594-2044	Howard Goodstein
1334	2	2942 UNIVERSITY AVE.	MORGANTOWN	WV	26505	(304) 594-2044	Howard Goodstein
1334	5	169 FAIRCHANCE ROAD	MORGANTOWN	WV	26508	(304) 594-2044	Howard Goodstein

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**  
**Franchise Stores in the USA as of 12/31/2023**

1334	10	57 BFS BLVD	WESTON	WV	26452	(304) 594-2044	Howard Goodstein
1334	22	215 W MAIN ST	KINGWOOD	WV	26537	(304) 594-2044	Howard Goodstein
1334	25	1021 NATIONAL ROAD	WHEELING	WV	26003	(304) 594-2044	Howard Goodstein
1334	26	9615 MALL LOOP	WHITE HALL	WV	26554	(304) 594-2044	Howard Goodstein
1334	30	221 WARWOOD AVE.	WHEELING	WV	26003	(304) 594-2044	Howard Goodstein
1334	31	51 GENESIS BLVD.	BRIDGEPORT	WV	26330	(304) 594-2044	Howard Goodstein
1334	34	421 SUNCREST TOWN CENTRE DR	MORGANTOWN	WV	26505	(304) 594-2044	Howard Goodstein
1334	36	2000 MEMORIAL CHURCH DRIVE	MORGANTOWN	WV	26505	(304) 594-2044	Howard Goodstein
1334	38	90 WILSONBURG RD	CLARKSBURG	WV	26301	(304) 594-2044	Howard Goodstein
1334	39	41 EMERSON COMMONS BLVD	PARKERSBURG	WV	26104	(304) 594-2044	Howard Goodstein
1334	46	4124 FREEDOM WAY	WEIRTON	WV	26062	(304) 594-2044	Howard Goodstein
1334	47	527 RANDOLPH AVE	ELKINS	WV	26241	(304) 594-2044	Howard Goodstein
1334	48	1931 EARL L CORE RD	MORGANTOWN	WV	26501	(304) 594-2044	Howard Goodstein
1334	50	22 BLACKWATER FALLS RD	DAVIS	WV	26260	(304) 594-2044	Howard Goodstein
1758	1	329 WEST MAIN STREET	RIPLEY	WV	25271	(304) 634-2282	Dan Lewis
1758	2	232 SYCAMORE ST	RAVENSWOOD	WV	26164	(304) 634-2282	Dan Lewis
1830	1	5632 MACCORKLE AVENUE	CHARLESTON	WV	25304	(304) 638-1772	Vicki Dunn-Marshall
1830	2	5143 WASHINGTON STREET WEST	CROSS LANES	WV	25313	(304) 638-1772	Vicki Dunn-Marshall
1830	4	109 PATRICK ST PLAZA	CHARLESTON	WV	25312	(304) 638-1772	Vicki Dunn-Marshall
1830	5	256 ENTERPRISE DR	LOGAN	WV	25601	(304) 638-1772	Vicki Dunn-Marshall
1995	3	38 JOSHUA M FREEMAN BLVD	RANSON	WV	25438	(336) 413-6709	Shawn Darter
1995	4	5605 HAMMONDS MILL RD	MARTINSBURG	WV	25404	(336) 413-6709	Shawn Darter
1995	7	880 FOXCROFT AVE SUITE 105	MARTINSBURG	WV	25401	(336) 413-6709	Shawn Darter
3252	132	4212 SUTTON LN	SUTTON	WV	26601	(304) 678-9449	Jeff Johnson
3353	1	437 KEYSER AVE	PETERSBURG	WV	26847	(304) 813-5046	Dan Williams
3353	2	10 KEYSER MALL	KEYSER	WV	26726	(304) 813-5046	Dan Williams
1989	1	939 EAST 2ND ST	CASPER	WY	82601	(775) 720-9640	Barry Jones
1989	2	811 CAMEL DR	GILLETTE	WY	82716	(775) 720-9640	Barry Jones
1989	3	3320 CY AVE	CASPER	WY	82604	(775) 720-9640	Barry Jones
1989	4	1935 COFFEEN AVE	SHERIDAN	WY	82801	(775) 720-9640	Barry Jones
3098	2	4516 STILLWATER AVE	CHEYENNE	WY	82009	(209) 404-5780	John Gauthier
3098	3	1104 N FEDERAL BLVD	RIVERTON	WY	82501	(209) 404-5780	John Gauthier
3098	4	800 S. GREELEY HIGHWAY	CHEYENNE	WY	82007	(209) 404-5780	John Gauthier
3330	4	570 N. THIRD ST.	LARAMIE	WY	82072	(209) 404-5780	John Gauthier

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

**Exhibit F**

**Franchise Stores in the USA as of 12/31/2023**

3352	1	221 YELLOWSTONE AVE	CODY	WY	82414	(208) 535-5920	Tony Blakeslee
3386	2	15 BOARDWALK DRIVE	ALPINE JUNCTION	WY	83128	(208) 339-1996	John Doherty
3460	4	92 YELLOW CREEK RD	EVANSTON	WY	82930	(801) 623-8805	Tyson Olson
3460	5	101 GATEWAY BLVD	ROCK SPRINGS	WY	82901	(801) 623-8805	Tyson Olson

**EXHIBIT G**

**FRANCHISEES WHO EXITED A FRANCHISE DURING 2023**

If you buy a Little Caesars® restaurant franchise, your contact information may be disclosed to other buyers when you leave the franchise system.



**EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT**  
**FORMER FRANCHISEE NAME, ADDRESS & TELEPHONE NUMBER**  
**(CURRENT FRANCHISEES ARE INDICATED WITH AN "\*\*")**

**Stores Transferred in 2023**

*	OSMAN ENTERPRISES, LLC	1621 SOUTH COLLEGE STREET	AUBURN	AL	36832	(706) 442-5522
*	OSMAN ENTERPRISES, LLC	3214 20TH AVE	VALLEY	AL	36854	(706) 442-5522
*	COUCHE-TARD U.S. INC.	21195 AL 25	COLUMBIANA	AL	35051	(904) 860-1355
	T.R.M. ENTERPRISES	2227 S CARAWAY	JONESBORO	AR	72401	(870) 219-9112
	T.R.M. ENTERPRISES	105 DOVER ROAD	WEST MEMPHIS	AR	72301	(870) 219-9112
*	A&H PIZZA COMPANIES, LLC	35 W COMBS RD	SAN TAN VALLEY	AZ	85140	(480) 363-8893
*	A&H PIZZA COMPANIES, LLC	725 APACHE TRAIL	APACHE JUNCTION	AZ	85120	(480) 363-8893
*	A&H PIZZA COMPANIES, LLC	10706 E POINT TWENTY-TWO BLVD	MESA	AZ	85212	(480) 363-8893
*	A&H PIZZA COMPANIES, LLC	4049 E WILLIAMS FIELD RD #104	GILBERT	AZ	85295	(480) 363-8893
*	A&H PIZZA COMPANIES, LLC	6466 S HIGLEY ROAD	GILBERT	AZ	85298	(480) 363-8893
*	A&H PIZZA COMPANIES, LLC	2975 E OCOTILLO RD #15	CHANDLER	AZ	85249	(480) 363-8893
*	A&H PIZZA COMPANIES, LLC	1735 W HUNT HWY	SAN TAN VALLEY	AZ	85143	(480) 363-8893
	PIZZAMAN FOODS, INC.	3961 E. CHANDLER BLVD.	PHOENIX	AZ	85048	(480) 472-0499
	PIZZAMAN FOODS, INC.	9880 S RURAL ROAD	TEMPE	AZ	85284	(480) 472-0499
	MIRZA FOOD CORP	5555 WOODRUFF AVENUE	LAKEWOOD	CA	90713	(562) 965-7446
*	ANIL AND SMITA, INC.	6915-2 PARADISE VALLEY ROAD	SAN DIEGO	CA	92139	(858) 280-1515
*	FOUR J'S ENTERPRISES, INC.	728 OTAY LAKES RD.	CHULA VISTA	CA	91910	(619) 253-0708
*	FOUR J'S ENTERPRISES, INC.	2305 OTAY LAKES RD	CHULA VISTA	CA	91915	(619) 253-0708
	FIRESTONE SALES AND MARKETING	2086 C FOOTHILL BLVD	LA VERNE	CA	91750	(909) 519-6264
	PZA COMPANY, INC.	1212 YORBA LINDA BLVD	PLACENTIA	CA	92870	(909) 525-8502
	DESERT DOUGH COMPANY, INC.	41 N. 42ND AVE	BRIGHTON	CO	80601	(720) 545-7881
*	OLD DELI INC.	599 JIMMY DR	SMYRNA	DE	19977	(302) 834-7765
	PATEL	1401 LATIMER CIRCLE	WILMINGTON	DE	19805	(267) 975-2196
	PATEL	1013 GOVERNORS PLACE	BEAR	DE	19701	(267) 975-2196
	PATEL	2500 FOULK RD	WILMINGTON	DE	19810	(267) 975-2196
	PATEL	3613-D KIRKWOOD HIGHWAY	WILMINGTON	DE	19808	(267) 975-2196
	SERVICE ACE, LLC	1606 NW 10TH ST.	OCALA	FL	34475	(352) 804-5354
	SERVICE ACE, LLC	207 S. ORANGE ST.	STARKE	FL	32091	(352) 804-5354
	SERVICE ACE, LLC	698-B MACCLENNY AVE	MACCLENNY	FL	32063	(352) 804-5354
	SERVICE ACE, LLC	11150 N WILLIAMS ST	DUNNELLON	FL	34431	(352) 804-5354
*	SIZZLING CAESARS, LLC	1712 GULF TO BAY BLVD	CLEARWATER	FL	33755	(801) 913-1159
	HAT TRICK LC, INC.	8428 LOCKWOOD RIDGE RD	SARASOTA	FL	34243	(727) 255-1125
	HAT TRICK LC, INC.	4458 CORTEZ ROAD WEST	BRADENTON	FL	34210	(727) 255-1125
*	DAMIAN, INC.	11328 OKEECHOBEE BLVD	ROYAL PALM BEACH	FL	33411	(682) 234-9670
*	ABS FRANCHISING, LLC	7245 ROCKBRIDGE ROAD	LITHONIA	GA	30058	(678) 725-7055
*	ABS FRANCHISING, LLC	5475 BUFORD HWY	NORCROSS	GA	30071	(678) 725-7055
*	ABS FRANCHISING, LLC	3425 CENTERVILLE HWY SUITE B	SNELLVILLE	GA	30039	(678) 725-7055
*	ABS FRANCHISING, LLC	4002 STONE MOUNTAIN HWY	SNELLVILLE	GA	30039	(678) 725-7055
*	RMG LC GEORGIA, LLC	4920 FLAT SHOALS PARKWAY	DECATUR	GA	30034	(770) 378-4263
	MITHA, INC.	12850 HIGHWAY 9 NORTH	ALPHARETTA	GA	30004	(770) 480-2912
	S_R JUBILEE LLC	1800 PANOLA ROAD	ELLENWOOD	GA	30294	(972) 374-7411
	S_R JUBILEE LLC	4820 REDAN RD	STONE MOUNTAIN	GA	30088	(972) 374-7411
	FAIRFIELD FOOD GROUP HOLDCO, LLC	2200 ROSWELL RD.	MARIETTA	GA	30062	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	2856 DELK RD	MARIETTA	GA	30067	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	580 ATLANTA ROAD	CUMMING	GA	30040	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	2350 SPRING RD SUITE 11	SMYRNA	GA	30080	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	1475 HOLCOMB BRIDGE RD.	ROSWELL	GA	30076	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	1121 S MAIN ST	CLEVELAND	GA	30528	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	1982 WEST SPRING ST.	MONROE	GA	30656	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	1462 EATONTON RD SUITE 6	MADISON	GA	30650	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	1021 PARKWAY BLVD	ATHENS	GA	30606	(516) 439-0313
	FAIRFIELD FOOD GROUP HOLDCO, LLC	4375 LEXINGTON ROAD	ATHENS	GA	30605	(516) 439-0313
	M.J.A., INC.	1526 N HENDERSON STREET STE #3	GALESBURG	IL	61401	(309) 483-2688
*	JONES BUSINESS DEVELOPMENT L.L.C.	1301 ENTERPRISE WAY, SUITE 10A	MARION	IL	62959	(270) 705-2403
*	JONES BUSINESS DEVELOPMENT L.L.C.	819 W. MAIN ST.	CARBONDALE	IL	62901	(270) 705-2403
*	JONES BUSINESS DEVELOPMENT L.L.C.	303 S. COMMERCIAL STREET	HARRISBURG	IL	62946	(270) 705-2403
	PARTH CORPORATION	1671 CAMP JACKSON RD	CAHOKIA	IL	62206	(618) 857-2460
	KC ALLIANCE, LLC	1250 41ST STREET	MOLINE	IL	61265	(602) 908-4616
*	SAGE MANAGEMENT OF N.W., INC.	1635 N MICHIGAN AVE	PLYMOUTH	IN	46563	(219) 464-9536
*	SAGE MANAGEMENT OF N.W., INC.	219 S LAKE ST	WARSAW	IN	46580	(219) 464-9536
*	SAGE MANAGEMENT OF N.W., INC.	3025 E. MARKET STREET	LOGANSPORT	IN	46947	(219) 464-9536
*	SAGE MANAGEMENT OF N.W., INC.	531 N LINE ST	COLUMBIA CITY	IN	46725	(219) 464-9536
	MOWEN, INC.	3205 COLUMBUS AVE	ANDERSON	IN	46013	(765) 635-0009
	MOWEN, INC.	1726 GRAND AVE	NEW CASTLE	IN	47362-3226	(765) 635-0009
*	MARLU LC, INC.	2364 EAST STOP 11 ROAD	INDIANAPOLIS	IN	46227	(916) 804-3638
*	MARLU LC, INC.	2245 SOUTH SHELBY ST	INDIANAPOLIS	IN	46203-4260	(916) 804-3638
*	MARLU LC, INC.	670 SOUTH US HIGHWAY 31	GREENWOOD	IN	46142	(916) 804-3638
*	MARLU LC, INC.	906 NORTH MORTON STREET	FRANKLIN	IN	46131	(916) 804-3638
*	MARLU LC, INC.	4922 S EMERSON AVE	INDIANAPOLIS	IN	46203	(916) 804-3638
*	MARLU LC, INC.	809 S HARRISON ST	SHELBYVILLE	IN	46176	(916) 804-3638
*	MARLU LC, INC.	4477 E 10TH ST	INDIANAPOLIS	IN	46201	(916) 804-3638
*	MARLU LC, INC.	2181 N MERIDIAN ST	INDIANAPOLIS	IN	46202	(916) 804-3638
*	MARLU LC, INC.	1551 NORTH POST ROAD	INDIANAPOLIS	IN	46219	(916) 804-3638
*	MARLU LC, INC.	6322 OAKLANDON ROAD	OAKLANDON	IN	46236	(916) 804-3638
*	MARLU LC, INC.	1633 NORTH STATE STREET	GREENFIELD	IN	46140	(916) 804-3638
	CLETE, LLC (GUZA GROUP ONE - FIVE, LLC)	2520 WABASH AVE	TERRE HAUTE	IN	47803	(989) 239-2238
	CLETE, LLC (GUZA GROUP ONE - FIVE, LLC)	1113 E. NATIONAL AVE.	BRAZIL	IN	47834-2715	(989) 239-2238
	CLETE, LLC (GUZA GROUP ONE - FIVE, LLC)	1834 LAFAYETTE AVE.	TERRE HAUTE	IN	47804	(989) 239-2238

	CLETE, LLC (GUZA GROUP ONE - FIVE, LLC)	2106 CENTRAL AVE	COLUMBUS	IN	47201	(989) 239-2238
	STA ENTERPRISES LLC	8411 WINDFALL LANE, SUITE 220	CAMBY	IN	46113	(317) 970-4210
	STA ENTERPRISES LLC	1410 E MAIN ST STE 107	PLAINFIELD	IN	46168	(317) 970-4210
	BJR ENTERPRISES, INC.	4224 DIXIE HWY	ERLANGER	KY	41018	(859) 608-7383
	BJR ENTERPRISES, INC.	8215 US 42	FLORENCE	KY	41042	(859) 608-7383
	JACAB, LLC	1607 MADISON AVE.	COVINGTON	KY	41011	(859) 608-7383
*	AMITEY GOOD PIZZA, INC.	902 W OAK ST	AMITE	LA	70422	(205) 531-7690
*	ACES, LLC	1020 E BEARDS HILL RD	ABERDEEN	MD	21001	(617) 733-9795
*	ACES, LLC	5 RED PUMP ROAD	BEL AIR	MD	21014	(617) 733-9795
*	PQSR HOLDINGS, LLC	175 NORTH EAST RD	NORTH EAST	MD	21901	(214) 300-5387
	PATEL	1197 E. PULASKI HWY.	ELKTON	MD	21921	(267) 975-2196
	JAD FRANCHISES, INC.	279 CENTER ST	AUBURN	ME	4210	(207) 522-5704
	JAD FRANCHISES, INC.	383 WILSON ST	BREWER	ME	4412	(207) 522-5704
	CHARLES P. AND LEE JONES D/B/A LC PIZZA PIZZA	46866 ROMEO PLANK RD	MACOMB	MI	48044	(248) 681-5500
	CHARLES P. AND LEE JONES D/B/A LC PIZZA PIZZA	3223 SOUTH BLVD	AUBURN HILLS	MI	48326	(248) 681-5500
	CHARLES P. AND LEE JONES D/B/A LC PIZZA PIZZA	151 S MAIN STREET	ROMEO	MI	48065	(248) 681-5500
	CHARLES P. AND LEE JONES D/B/A LC PIZZA PIZZA	52895 HAYES RD.	SHELBY TOWNSHIP	MI	48315	(248) 681-5500
	OAK POINT PARTNERS	2410 EAST M-21	CORUNNA	MI	48817	(248) 277-9975
	OAK POINT PARTNERS	400 E. MAIN ST.	OWOSSO	MI	48867	(248) 277-9975
	OAK POINT PARTNERS	1500 WRIGHT AVE	ALMA	MI	48801	(248) 277-9975
	OAK POINT PARTNERS	800 S US HIGHWAY 27	ST JOHNS	MI	48879	(248) 277-9975
	KING & MCCLINSEY FOODS, LLC	5720 W US HIGHWAY 10	LOUDINGTON	MI	49431	(312) 690-3599
*	MAGNY COURS, LTD	101 WEST MONTEZUMA AVE	HOUGHTON	MI	49931	(970) 456-5502
*	ANR HOLDINGS, LLC	31541 HARPER AVENUE	ST CLAIR SHORES	MI	48082	(586) 405-8792
*	ANR HOLDINGS, LLC	22111 GREATER MACK AVENUE	ST CLAIR SHORES	MI	48080	(586) 405-8792
*	ANR HOLDINGS, LLC	16125 EAST TEN MILE ROAD	EASTPOINTE	MI	48021	(586) 405-8792
*	ANR HOLDINGS, LLC	39050 VAN DYKE AVE	STERLING HEIGHTS	MI	48313	(586) 405-8792
*	DA VENTURES, INC.	23159 21 MILE ROAD	MACOMB	MI	48042	(586) 405-8792
	LITTLE ANGELS PIZZA CO, LLC	7793 26 MILE RD.	WASHINGTON TOWNSHIP	MI	48094	(586) 786-1757
	BUSINESS MANAGEMENT RESOURCES, INC.	227 N CEDAR	MASON	MI	48854	(517) 974-0848
	BUSINESS MANAGEMENT RESOURCES, INC.	615 SAGINAW HIGHWAY	GRAND LEDGE	MI	48837	(517) 974-0848
	J WEBER INC	1820 EAST AUBURN AVENUE	ROCHESTER HILLS	MI	48307	(586) 925-5333
*	MACPIZZA, LLC	3648 WEST MAPLE ROAD	BLOOMFIELD TOWNSHIP	MI	48301	(303) 217-3525
	ADT PIZZA LLC	18500 WEST OUTER DRIVE	DEARBORN	MI	48128	(586) 405-8792
*	MACPIZZA PONTIAC, LLC	33344 WOODWARD AVENUE	BIRMINGHAM	MI	48009	(303) 217-3525
*	MACPIZZA PONTIAC, LLC	42181 14 MILE RD	NOVI	MI	48377	(303) 217-3525
	KAELAN INC.	30820 SOUTHFIELD ROAD	SOUTHFIELD	MI	48076	(248) 758-8082
*	ZALA, LLC	1124 ROBBINS ROAD	GRAND HAVEN	MI	49417	(269) 223-3454
	BLACKWOOD HOLDINGS CORPORATION	2658 POINTE TREMBLE RD.	ALGONAC	MI	48001	(313) 673-5593
*	MCKENZIE & MCKENZIE, LLC	4494 POPPS FERRY RD	D'IBERVILLE	MS	39540	(225) 205-4239
	TJS INVESTMENT GROUP LLC	334 PARK PLAZA DR	NEW ALBANY	MS	38652	(202) 345-0306
*	TRAC ENTERPRISES, LLC	1066 E PEACE ST	CANTON	MS	39046	(601) 693-5750
*	T S M, INC.	1916 BROOKS AVE	MISSOULA	MT	59801	(406) 531-3550
*	T S M, INC.	3075 NORTH RESERVE STREET	MISSOULA	MT	59808	(406) 531-3550
	FAST SERVE, LLC	2958 WAUGHTOWN STREET	WINSTON SALEM	NC	27107	(336) 317-4912
	FAST SERVE, LLC	6734 HIGHWAY 135	MAYODAN	NC	27027	(336) 317-4912
	FAST SERVE, LLC	7819 N POINT BLVD	WINSTON SALEM	NC	27106	(336) 317-4912
	FAST SERVE, LLC	1032 N MIAMI BLVD	DURHAM	NC	27703	(336) 317-4912
	FAST SERVE, LLC	5128 ROXBORO RD	DURHAM	NC	27704	(336) 317-4912
*	QUANTUM RESTAURANTS, LLC	139 COMMONS WAY	FRANKLIN	NC	28734	(423) 855-8790
*	QUANTUM RESTAURANTS, LLC	280 ASHEVILLE HWY	SYLVA	NC	28779	(423) 855-8790
	D.S.K.K. PIZZA	11816 S 25TH STREET	BELLEVUE	NE	68123	(402) 578-7545
	D.S.K.K. PIZZA	15619 WEST DODGE ROAD	OMAHA	NE	68118	(402) 578-7545
	D.S.K.K. PIZZA	13909 R PLAZA	OMAHA	NE	68137	(402) 578-7545
	D.S.K.K. PIZZA	2925 K STREET	OMAHA	NE	68107	(402) 578-7545
	MAI & VU INVESTMENT GROUP, LLC	7446 N 30TH STREET	OMAHA	NE	68112	(402) 770-0741
	VU PHAM-MAI NGUYEN INVESTMENT GROUP INC.	965 S. 27TH STREET	LINCOLN	NE	68510	(402) 770-0741
	VU PHAM-MAI NGUYEN INVESTMENT GROUP INC.	1608 N. 56TH STREET	LINCOLN	NE	68504	(402) 770-0741
	MAI STUDIO INVESTMENT GROUP, LLC	8411 W. CENTER	OMAHA	NE	68124	(402) 770-0741
	TTP LCLINK INVESTMENT GROUP, INC.	4646 W Huntington Ave	Lincoln	NE	68524	(402) 770-0741
	TTP LCLINK INVESTMENT GROUP, INC.	4620 BAIR AVE	LINCOLN	NE	68504	(402) 770-0741
	LC LINK INVESTMENT GROUP, LLC	18111 Q STREET	OMAHA	NE	68135	(402) 770-0741
	PATEL	1209 HAMILTON AVE	TRENTON	NJ	8629	(267) 975-2196
	PATEL	174 WILLIAM DALTON DR	GLASSBORO	NJ	8028	(267) 975-2196
	PATEL	624 N WHITE HORSE PIKE	SOMERDALE	NJ	8083	(267) 975-2196
	PATEL	1971 N OLDEN AVE	EWING	NJ	8618	(267) 975-2196
*	DANCYN, INC.	5334 TRANSIT ROAD	DEPEW	NY	14043	(716) 783-5676
*	DANCYN, INC.	3009 UNION ROAD	ORCHARD PARK	NY	14127	(716) 783-5676
*	DANCYN, INC.	3842 HARLEM RD	CHEEKTOWAGA	NY	14215	(716) 783-5676
*	DANCYN, INC.	2290 DELAWARE AVE STE 200	BUFFALO	NY	14216	(716) 783-5676
*	JULIEN FOOD SERVICES, INC.	525 TITUS AVENUE	ROCHESTER	NY	14617	(585) 425-7166
*	JULIEN FOOD SERVICES, INC.	2200 PENFIELD RD	PENFIELD	NY	14526	(585) 425-7166
	PATEL	709 N MAIN	NORTH SYRACUSE	NY	13212	(267) 975-2196
	PATEL	7871 OSWEGO RD.	LIVERPOOL	NY	13090	(267) 975-2196
	PATEL	4018 S SALINA STREET	SYRACUSE	NY	13205	(267) 975-2196
	PATEL	61 NORTH STREET	AUBURN	NY	13021	(267) 975-2196
	PATEL	5501 BARTELL RD	BREWERTON	NY	13029	(267) 975-2196
	PATEL	137 STATE ROUTE 104	OSWEGO	NY	13126	(267) 975-2196
	PATEL	4713 ONONDAGA BLVD.	SYRACUSE	NY	13219	(267) 975-2196
	PATEL	160 SOUTH SECOND STREET	FULTON	NY	13069	(267) 975-2196
	PATEL	307 WEST MANLIUS ST.	EAST SYRACUSE	NY	13057	(267) 975-2196
	PATEL	979 CENTRAL AVE	ALBANY	NY	12205	(267) 975-2196
	PATEL	420 7TH NORTH ST	LIVERPOOL	NY	13088	(267) 975-2196

*	NORTHEASTERN FOOD SERVICES, INC.	2955 E STATE ST	SALEM	OH	44460	
*	LCPZ (CANTON), INC.	4750 W TUSCARAWAS ST	CANTON	OH	44708	(330) 987-9291
*	LCPZ (CANTON), INC.	1653 N MAIN ST	NORTH CANTON	OH	44720	(330) 987-9291
	CORPORATE PIZZA INVESTORS, LLC	646 W. WATER STREET STE 110	PIQUA	OH	45356	(734) 730-6734
	CORPORATE PIZZA INVESTORS, LLC	1408 WEST MAIN ST	TROY	OH	45373	(734) 730-6734
	CORPORATE PIZZA INVESTORS, LLC	1122 MICHIGAN ST.	SIDNEY	OH	45365	(734) 730-6734
	OLOJ ENTERPRISES, INC.	5611 CHATTERTON RD	COLUMBUS	OH	43232	(248) 361-0968
	OLOJ ENTERPRISES, INC.	14 E HUDSON ST	COLUMBUS	OH	43202	(248) 361-0968
	OLOJ ENTERPRISES, INC.	556 EAST BROAD	PATASKALA	OH	43062	(248) 361-0968
	MJ COMPANIES, LLC	5838 COLUMBUS SQUARE	COLUMBUS	OH	43231	(614) 306-8488
	MJ COMPANIES, LLC	1277 MORSE RD	COLUMBUS	OH	43229	(614) 306-8488
	AJR I INC	1424 SCOTT STREET	NAPOLEON	OH	43545	(734) 558-3151
	AJR I INC	830 N SHOOP ROAD	WAUSEON	OH	43567	(734) 558-3151
	3291 ZARIFCO, LLC	35145 CENTER RIDGE RD	NORTH RIDGEVILLE	OH	44039	(216) 324-9880
*	MAGNUM FOODS INC	6716 NW CACHE RD	LAWTON	OK	73505	(405) 659-2857
*	MAGNUM FOODS INC	1414 NW SHERIDAN	LAWTON	OK	73505	(405) 659-2857
*	MAGNUM FOODS INC	1150 N HIGHWAY 81	DUNCAN	OK	73533	(405) 659-2857
*	TORVIC COMPANY	1050 GREEN ACRES	EUGENE	OR	97408	(541) 521-6333
*	TORVIC COMPANY	847 SENECA RD.	EUGENE	OR	97402	(541) 521-6333
*	TORVIC COMPANY	1329 NW 9TH ST	CORVALLIS	OR	97330	(541) 521-6333
*	TORVIC COMPANY	405 E. MAIN ST	MONMOUTH	OR	97361	(541) 521-6333
*	TORVIC COMPANY	3830 RIVER ROAD NORTH	KEIZER	OR	97303	(541) 521-6333
*	TORVIC COMPANY	4768 ROYAL AVE	EUGENE	OR	97402	(541) 521-6333
*	TORVIC COMPANY	5757 COMMERCIAL STREET SE	SALEM	OR	97306	(541) 521-6333
*	TORVIC COMPANY	100 LANCASTER SE	SALEM	OR	97305	(541) 521-6333
*	TORVIC COMPANY	1395 EDGEWATER ST NW	SALEM	OR	97034	(541) 521-6333
*	184 F&A ENTERPRISES, LLC	1830 SW COURT AVENUE	PENDLETON	OR	97801	(509) 540-5297
	8 RED DRAGONS LLC	2165 YORK CROSSING DR W	YORK	PA	17408	(717) 701-5043
	8 RED DRAGONS LLC	2701 EASTERN BLVD.	YORK	PA	17402	(717) 701-5043
	8 RED DRAGONS LLC	1715 LINCOLN WAY EAST	CHAMBERSBURG	PA	17202	(717) 701-5043
	8 RED DRAGONS LLC	11374 BUCHANAN TRAIL EAST	WAYNESBORO	PA	17268	(717) 701-5043
	8 RED DRAGONS LLC	4002 UNION DEPOSIT RD	HARRISBURG	PA	17109	(717) 701-5043
	PATEL	5694 RISING SUN AVE	PHILADELPHIA	PA	19120	(267) 975-2196
	PATEL	4322 NORTH BROAD ST	PHILADELPHIA	PA	19140	(267) 975-2196
	PATEL	7107 FRANKFORD AVE	PHILADELPHIA	PA	19135	(267) 975-2196
	PATEL	2060 COTTMAN AVE	PHILADELPHIA	PA	19149	(267) 975-2196
	PATEL	235 BLOOMFIELD DRIVE	LITITZ	PA	17543	(267) 975-2196
	PATEL	1643 LINCOLN HWY E	LANCASTER	PA	17602	(267) 975-2196
	PATEL	137 ROHRERSTOWN RD	LANCASTER	PA	17603	(267) 975-2196
	PATEL	1111 S STATE ST	EPHRATA	PA	17522	(267) 975-2196
	PATEL	1920 KUTZTOWN ROAD	READING	PA	19604	(267) 975-2196
	PATEL	2851 PERKIOMEN AVENUE	READING	PA	19606	(267) 975-2196
	PATEL	4701 N 5TH ST HWY	TEMPLE	PA	19560	(267) 975-2196
	PATEL	502 E LANCASTER AVE	READING	PA	19607	(267) 975-2196
	PATEL	214 COMMERCE CIR	BRISTOL	PA	19007	(267) 975-2196
*	RILC HOLDINGS LLC	465 LONSDALE	PAWTUCKET	RI	2860	(202) 345-0306
*	PALMETTO PIZZA, LLC	63 LADYS ISLAND DR	BEAUFORT	SC	29907	(912) 655-6849
	WALTERBORO FIVE AND DINE, LLC	1324 N. JEFFERIES HWY	WALTERBORO	SC	29488	(843) 609-3697
	TOP QUINTILE, LTD.	9789 CHARLOTTE HWY	INDIAN LAND	SC	29707	(704) 726-7118
	K-FIVE ENTERPRISES, INC.	5417 W 41ST STREET	SIoux FALLS	SD	57106	(605) 390-4402
	K-FIVE ENTERPRISES, INC.	3221 S. MINNESOTA AVE.	SIoux FALLS	SD	57105	(605) 390-4402
	K-FIVE ENTERPRISES, INC.	1108 EAST 10TH ST	SIoux FALLS	SD	57103	(605) 390-4402
	K-FIVE ENTERPRISES, INC.	411 W 85th St #411	Sioux Falls	SD	57101	(605) 390-4402
*	MIZA FOODS INC	11 CHATTIN BLVD	DECHERD	TN	37324	(423) 716-5327
	FAYYAZI FUEL ENTERPRISES INC.	10025 LONESOME PINE TRAIL	MOSHEIM	TN	37818	(423) 871-0292
*	MAGNUM FOODS INC	3145 5TH STREET	WICHITA FALLS	TX	76301-1827	(405) 659-2857
*	MAGNUM FOODS INC	4520 SOUTHWEST PKWY	WICHITA FALLS	TX	76308-3368	(405) 659-2857
*	RANCO ENTERPRISES INC	429 MAIN	KERRVILLE	TX	78028	(830) 739-3071
*	RANCO ENTERPRISES INC	219 W BANDERA RD. SUITE 2	BOERNE	TX	78006	(830) 739-3071
	D & D VENTURES, INC.	6660 PHELAN BLVD	BEAUMONT	TX	77706	(409) 781-3415
	D & D VENTURES, INC.	2517 JEFFERSON DRIVE	PORT ARTHUR	TX	77642	(409) 781-3415
	D & D VENTURES, INC.	866 N MAIN STREET	VIDOR	TX	77662	(409) 781-3415
	D & D VENTURES, INC.	6480 EASTEX FREEWAY	BEAUMONT	TX	77708	(409) 781-3415
	D & D VENTURES, INC.	2421 NORTH 16TH STREET	ORANGE	TX	77630	(409) 781-3415
	D & D VENTURES, INC.	837 NORTH MAIN	LUMBERTON	TX	77657	(409) 781-3415
	D & D VENTURES, INC.	1029 NEDERLAND AVE	NEDERLAND	TX	77627	(409) 781-3415
	FRISBEE FOODS, INC.	1500 E COURT STREET	SEGUIN	TX	78155	(832) 248-9691
	FRISBEE FOODS, INC.	1023 E. HIGHWAY 80	SAN MARCOS	TX	78666	(832) 248-9691
	FRISBEE FOODS, INC.	1024 W SAN ANTONIO ST	NEW BRAUNFELS	TX	78130	(832) 248-9691
	FRISBEE FOODS, INC.	5167 KYLE CENTER DR	KYLE	TX	78640	(832) 248-9691
	FRISBEE FOODS, INC.	791 FM 1103	CIBOLO	TX	78108	(832) 248-9691
	FRISBEE FOODS, INC.	110 E MARTIN LUTHER KING JR	SAN MARCOS	TX	78666	(832) 248-9691
*	DURANGO RESTAURANTS, LLC	101 SOUTH COIT ROAD	RICHARDSON	TX	75080	(817) 291-9368
*	DURANGO RESTAURANTS, LLC	1110 BOWEN RD	ARLINGTON	TX	76013	(817) 291-9368
*	DURANGO RESTAURANTS, LLC	1220 E. BELTLINE RD.	RICHARDSON	TX	75081-3707	(817) 291-9368
*	DURANGO RESTAURANTS, LLC	1630 E LAMAR BOULEVARD	ARLINGTON	TX	76011	(817) 291-9368
	CORBEI RESTAURANT COMPANY, LLC	6408 I-45 SOUTH	LA MARQUE	TX	77568	(281) 793-5784
	CORBEI RESTAURANT COMPANY, LLC	117 HIGHWAY 332 WEST	LAKE JACKSON	TX	77566	(281) 793-5784
	CORBEI RESTAURANT COMPANY, LLC	734 FM 517 WEST	DICKINSON	TX	77539	(281) 793-5784
*	G.I.I.C.A., LLC	810 W OCEAN BLVD SUITE A-3	LOS FRESNOS	TX	78566	(956) 624-2317
*	G.I.I.C.A., LLC	508 N MAIN ST	LA FERIA	TX	78559	(956) 624-2317
*	G.I.I.C.A., LLC	2445 N INTERNATIONAL BLVD	WESLACO	TX	78596	(956) 624-2317
	YUMMY ENTERPRISES, LLC	1900 SE 34TH AVE SUITE 26	AMARILLO	TX	79118	(915) 449-8699

	YUMMY ENTERPRISES, LLC	1707 WEST 5TH STREET	PLAINVIEW	TX	79072	(915) 449-8699
	YUMMY ENTERPRISES, LLC	5610 S GEORGIA STREET	AMARILLO	TX	79110	(915) 449-8699
	VIHAR PIZZA LLC	2710 SW 10TH AVE	AMARILLO	TX	79102	(915) 921-7000
*	Z-MAC ENTERPRISES,LLC	715 TEXAS AVE	BRIDGE CITY	TX	77611	(225) 803-1871
	LBK PIZZA, LLC	2508 AUBURN ST	LUBBOCK	TX	79415	(915) 240-6666
*	MARX ENTERPRISES, INC.	1508 SAMS CIRCLC	CHESAPEAKE	VA	23320	(757) 633-6160
*	QUALITY FOOD INC.	736 WARRENTON RD #114	FREDERICKSBURG	VA	22406	(559) 304-4480
*	QUALITY FOOD INC.	9020 MATHIS AVE	MANASSAS	VA	20110	(559) 304-4480
*	QUALITY FOOD INC.	8246 RICHMOND HWY	ALEXANDRIA	VA	22309	(559) 304-4480
*	QUALITY FOOD INC.	511 N ROYAL AVE	FRONT ROYAL	VA	22630	(559) 304-4480
*	QUALITY FOOD INC.	10490 SUDLEY MANOR DR	MANASSAS	VA	20109	(559) 304-4480
*	QUALITY FOOD INC.	11133 MARSH RD	BEALETON	VA	22712-9997	(559) 304-4480
*	QUALITY FOOD INC.	14079 JEFFERSON DAVIS HWY	WOODBIDGE	VA	22191	(559) 304-4480
*	QUALITY FOOD INC.	4315 DALE BLVD.	DALE CITY	VA	22193	(559) 304-4480
*	DESAI RESTAURANT GROUP LLC	8627 SEMINOLE TRAIL	RUCKERSVILLE	VA	22968	(202) 345-0306
*	TERRA FOODS LLC	251 WEST LEE HWY #668	WARRENTON	VA	20186	(571) 606-8100
*	APRICUS QSR, LLC	237 S BATTLEFIELD BLVD	CHESAPEAKE	VA	23322	(724) 328-0007
*	APRICUS QSR, LLC	4655 MONTICELLO AVE UNIT 107	WILLIAMSBURG	VA	23188	(724) 328-0007
*	ALL-ONE, INC.	3625-C SW 148TH ST	LYNNWOOD	WA	98087	(360) 961-2433
*	GURMOH CORPORATION	203 SOUTH 2ND STREET	RENTON	WA	98057	(509) 432-5212
	JWT ENTERPRISES, LLC	26477 72ND AVE NW-SUITE 100	STANWOOD	WA	98292	(360) 927-8779
	LITTLE CAESARS SEATTLE, LLC	19551 STEVENS PASS HIGHWAY	MONROE	WA	98272	(425) 290-2900
	ALL NATURAL PIZZA CO INC	408 N CENTRAL	MARSHFIELD	WI	54449	(715) 897-5216
*	DGB, INC./BROOKS FOOD, INC.	1022 LACROSSE ST.	LA CROSSE	WI	54601	(715) 292-5230
	LITTLE CAESARS PIZZA OF WAUPACA, LLC	110 E. BADGER	WAUPACA	WI	54981	(920) 419-8911
	LC OF WAUSAU, LLC	1819 STEWART AVE	WAUSAU	WI	54401	(715) 551-3934
	LC OF WAUSAU, LLC	1699 SCHOFIELD AVE	SCHOFIELD	WI	54476	(715) 551-3934
*	WHITETAIL PIZZA, INC.	101 GATEWAY BLVD	ROCK SPRINGS	WY	82901	(209) 404-5780

### Ceased Operations in 2023

*	Kmart Corporation	Remainder Marticulate #1	St. Croix	VI	0.0084	340-692-2228
*	Amplifier Pizza	16724 Hwy 280	Chelsea	AL	35043	205-678-5688
*	Amplifier Pizza	613 S. McKenzie	Foley	AL	36536	251-970-1382
*	A & H Pizza	18471 E. Queen Creek	Queen Creek	AZ	85142	480-939-5055
*	Har Enterprise	2889 Hopyard	Pleasanton	CA	94588	925-417-8880
*	Old Deli, Inc.	1400 N. Dupont Hwy	New Castle	DE	19720	302-322-4000
*	RMG LC Florida	3309 East State Road	Apopka	FL	32703	407-869-0505
*	Krish Pizza	3900 E. Indiantown	Jupiter	FL	33477	561-748-5558
*	Couch-Tard	4564 US 1	St. Augustine	FL	32095	904-827-9911
	Lalakai	979 Hwy 98	Destin	FL	32541	850-837-7100
*	Nibble Nation	214 E. 18th	Tifton	GA	31794	229-256-2983
*	RMG LC Georgia	2375 Wesley Chapel	Decatur	GA	30035	678-705-7010
*	Quantam Restaurants	3280 Keith Bridge	Cumming	GA	30041	770-886-0049
*	Quantam Restaurants	5866 Spout Springs	Flowers Branch	GA	30542	770-965-0999
*	Elcee, Inc.	1003 S. Vista Avenue	Boise	ID	83705	208-434-1592
	JPS Restaurants	2614 Burlington Pike	Burlington	KY	41005	859-689-5800
	Grandma Darling Pizza	1958 N. Highway 190	Covington	LA	70433	985-875-1193
*	BEP Pizza Corporation	30 John Fitch Hwy	Fitchburg	MA	0.142	978-627-3264
*	BEP Pizza Corporation	160 Winthrop Avenue	Lawrence	MA	0.1843	978-681-7652
	AOS, Inc.	10 Westminster	Westminster	MD	21157	410-840-2000
	Restaurant Purchasing Corp	11310 West Chicago	Detroit	MI	48228	313-835-0555
	Business Mgmt Resources	2221 N. Cedar St.	Holt	MI	48842	517-694-8099
*	MAC Pizza	1200 Wealthy	Grand Rapids	MI	49506	616-301-0617
*	Moticello Pizza	18851 Freeport	Elk River	MN	55330	763-441-0111
*	Trac Enterprises	897 Highway 16	Carthage	MN	39051	601-267-7075
	DSCR Mgmt Group	812 First St	Willmar	MN	56201	320-235-0100
*	Clotgott Enterprises	10716 West Florissant	Ferguson	MO	63135	314-736-5736
*	Sizzling Caesars	908 Highway 82	Indianola	MS	38751	662-445-2525
	Crisner Pizza	175 Whaley	Holly Springs	MS	38635	662-252-5900
*	Couch-Tard	2350 US Hwy 70	Hickory	NC	28602	828-326-5808
	Capital K Enterprises	4710 Hicone	Greensboro	NC	27405	336-541-8780
*	Sizzling Caesars	2320 Highway 180	Silver City	NM	88061	575-388-0123
*	B & J Pizza	1480 W. Winnemucca	Winnemucca	NV	89445	775-432-8306
	LC 715 Broadway	715 Broadway	Brooklyn	NY	11206	718-963-1663
*	International Restaurant Group	699 Northland Blvd	Forest Park	OH	45240	513-851-1111
*	International Restaurant Group	522 S. Locust Street	Oxford	OH	45056	513-280-5000
*	International Restaurant Group	9187 Lighthouse Way	Loveland	OH	45140	513-683-7333
*	HNR Seminole	8156 S. Memorial	Tulsa	OK	74133	918-994-6800
*	Lyndal Enterprises	2212 Broad Street	Erie	PA	16503	814-455-0471
*	BMB9 Holdings	2370 Lebanon Pike	Nashville	TN	37214	662-252-5900
*	All One, Inc.	132nd Street	Everett	WA	98208	425-385-1000

### Corporate Stores Sold in 2023

*	Little Caesar Enterprises	3001 Bonita Road	Chula Vista	CA	91910	619-576-1703
*	Little Caesar Enterprises	90 Charter Oak Blvd	San Francisco	CA	94016	415-570-9399
*	Little Caesar Enterprises	3240 Glenview Road	Glenview	IL	60025	847-724-7474
*	Little Caesar Enterprises	7001 North Clark St	Chicago	IL	60626	773-465-0307

**EXHIBIT H**

**STATE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

## LIST OF STATE ADMINISTRATORS

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

<p><b>CALIFORNIA</b>          Commissioner of Financial Protection and Innovation          Department of Financial Protection and Innovation          320 West Fourth Street, Suite 750          Los Angeles, California 90013-2344          (213) 576-7500          Toll Free: (866) 275-2677</p>	<p><b>NEW YORK</b>          New York State Department of Law          Investor Protection Bureau          28 Liberty Street, 21<sup>st</sup> Floor          New York, New York 10005          (212) 416-8222</p>
<p><b>HAWAII</b>          Commissioner of Securities          Department of Commerce &amp; Consumer Affairs          Business Registration Division          Securities Compliance Branch          335 Merchant Street, Room 203          Honolulu, Hawaii 96813          (808) 586-2722</p>	<p><b>NORTH DAKOTA</b>          North Dakota Securities Department          State Capitol          Department 414          600 East Boulevard Avenue, Fifth Floor          Bismarck, North Dakota 58505-0510          (701) 328-4712</p>
<p><b>ILLINOIS</b>          Illinois Office of the Attorney General          Franchise Bureau          500 South Second Street          Springfield, Illinois 62706          (217) 782-4465</p>	<p><b>RHODE ISLAND</b>          Department of Business Regulation          Securities Division, Building 69, First Floor          John O. Pastore Center          1511 Pontiac Avenue          Cranston, Rhode Island 02920          (401) 462-9527</p>
<p><b>INDIANA</b>          Secretary of State          Franchise Section          302 West Washington, Room E-111          Indianapolis, Indiana 46204          (317) 232-6681</p>	<p><b>SOUTH DAKOTA</b>          Division of Insurance          Securities Regulation          124 South Euclid Avenue, 2<sup>nd</sup> Floor          Pierre, South Dakota 57501          (605) 773-3563</p>
<p><b>MARYLAND</b>          Office of the Attorney General          Securities Division          200 St. Paul Place          Baltimore, Maryland 21202-2020          (410) 576-6360</p>	<p><b>VIRGINIA</b>          State Corporation Commission          Division of Securities and Retail Franchising          1300 East Main Street, 9th Floor          Richmond, Virginia 23219          (804) 371-9051</p>
<p><b>MICHIGAN</b>          Michigan Attorney General's Office          Corporate Oversight Division, Franchise Section          525 West Ottawa Street          G. Mennen Williams Building, 1<sup>st</sup> Floor          Lansing, Michigan 48913          (517) 335-7567</p>	<p><b>WASHINGTON</b>          Department of Financial Institutions          Securities Division – 3<sup>rd</sup> Floor          150 Israel Road, Southwest          Tumwater, Washington 98501          (360) 902-8760</p>
<p><b>MINNESOTA</b>          Minnesota Department of Commerce          85 7<sup>th</sup> Place East, Suite 280          St. Paul, Minnesota 55101          (651) 539-1600</p>	<p><b>WISCONSIN</b>          Division of Securities          4822 Madison Yards Way, North Tower          Madison, Wisconsin 53705          (608) 266-2139</p>

## AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

<p><b>CALIFORNIA</b>          Commissioner of Financial Protection and Innovation          Department of Financial Protection and Innovation          320 West Fourth Street, Suite 750          Los Angeles, California 90013-2344          (213) 576-7500          Toll Free: (866) 275-2677</p>	<p><b>NEW YORK</b>          New York Secretary of State          New York Department of State          One Commerce Plaza,          99 Washington Avenue, 6<sup>th</sup> Floor          Albany, New York 12231-0001          (518) 473-2492</p>
<p><b>HAWAII</b>          Commissioner of Securities          Department of Commerce &amp; Consumer Affairs          Business Registration Division          Securities Compliance Branch          335 Merchant Street, Room 203          Honolulu, Hawaii 96813          (808) 586-2722</p>	<p><b>NORTH DAKOTA</b>          North Dakota Securities Commissioner          State Capitol          600 East Boulevard Avenue, Fifth Floor          Bismarck, North Dakota 58505-0510          (701) 328-4712</p>
<p><b>ILLINOIS</b>          Illinois Attorney General          500 South Second Street          Springfield, Illinois 62706          (217) 782-4465</p>	<p><b>RHODE ISLAND</b>          Director of Department of Business Regulation          Department of Business Regulation          Securities Division, Building 69, First Floor          John O. Pastore Center          1511 Pontiac Avenue          Cranston, Rhode Island 02920          (401) 462-9527</p>
<p><b>INDIANA</b>          Secretary of State          Franchise Section          302 West Washington, Room E-111          Indianapolis, Indiana 46204          (317) 232-6681</p>	<p><b>SOUTH DAKOTA</b>          Division of Insurance          Director of the Securities Regulation          124 South Euclid Avenue, 2<sup>nd</sup> Floor          Pierre, South Dakota 57501          (605) 773-3563</p>
<p><b>MARYLAND</b>          Maryland Securities Commissioner          200 St. Paul Place          Baltimore, Maryland 21202-2020          (410) 576-6360</p>	<p><b>VIRGINIA</b>          Clerk of the State Corporation Commission          1300 East Main Street, 1<sup>st</sup> Floor          Richmond, Virginia 23219          (804) 371-9733</p>
<p><b>MICHIGAN</b>          Michigan Attorney General’s Office          Corporate Oversight Division, Franchise Section          525 West Ottawa Street          G. Mennen Williams Building, 1<sup>st</sup> Floor          Lansing, Michigan 48913          (517) 335-7567</p>	<p><b>WASHINGTON</b>          Director of Department of Financial Institutions          Securities Division – 3<sup>rd</sup> Floor          150 Israel Road, Southwest          Tumwater, Washington 98501          (360) 902-8760</p>
<p><b>MINNESOTA</b>          Commissioner of Commerce          Minnesota Department of Commerce          85 7<sup>th</sup> Place East, Suite 280          St. Paul, Minnesota 55101          (651) 539-1600</p>	<p><b>WISCONSIN</b>          Division of Securities          4822 Madison Yards Way, North Tower          Madison, Wisconsin 53705          (608) 266-2139</p>

**EXHIBIT I**

**STATE-SPECIFIC DISCLOSURES AND CONTRACT ADDENDA**



## CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of California and is intended to comply with California statutes and regulations.

1. 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.

2. Item 3. In addition to the information required by Item 3, neither we (Little Caesar Enterprises, Inc.) nor any person in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. §78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. Item 17. Item 17 of the disclosure document has the following additional provisions:

(a) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

(b) Any proposed termination of the Franchise Agreement for bankruptcy may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Section 101 et seq.)

(c) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(d) The Franchise Agreement (and, to the extent applicable, the Territory Reservation Agreement) requires litigation to be conducted in Michigan. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

(e) You must sign a general release if you renew or transfer the franchise. This provision may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

(f) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(g) The Franchise Agreement requires application of the laws of Michigan. This provision may not be enforceable under California law.

4. Our website is found at [www.littlecaesars.com](http://www.littlecaesars.com). 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](http://www.dfpi.ca.gov).

5. In the case of a material modification of an existing franchise located in California, California Corporations Code § 31125 requires a franchisor to disclose information concerning proposed material modifications of an existing franchise agreement. If you (or your affiliates) previously entered into one or more franchise agreements with us and/or our affiliate, LC Trademarks, Inc., Section 25 of the Franchise Agreement may include a material modification of those existing franchise agreements. If that is the case, then under California law, you (or your affiliate) has 5 business days after receipt of this disclosure document, including a copy of the Franchise Agreement, to notify us in writing that you (or your affiliate) does not agree to the modification of the existing Franchise Agreement or that you (or your affiliate) rescinds the modification of the existing Franchise Agreement. If you (or your affiliate) notifies us that you (or your affiliate) does not agree to (or rescinds) these modifications within the 5 business day period, the Franchise Agreement will be null and void and you will not have the right to develop a franchise under the Franchise Agreement.

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

7. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

**CALIFORNIA ADDENDUM TO  
FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Receipt of Franchise Offering Materials: Section 24.2 is removed.

3. Review of Franchise Offering Materials: Section 24.3 is removed.

4. California Material Modification for California Stores Only: Section 25.1 is amended to read as follows:

If Franchisee (or its affiliates) previously entered into one or more franchise agreements with Little Caesar and/or LC Trademarks, Inc., this Section 25 may include a material modification of those existing franchise agreements. If Franchisee notifies Little Caesar in writing within five business days after executing this Agreement that Franchisee (or its affiliate) rescinds this modification of the existing franchise agreement(s) for LITTLE CAESARS Restaurant(s) located in California, this Franchise Agreement will be null and void and Franchisee will not have the right to develop a franchise under this Franchise Agreement.

5. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**HAWAII ADDENDUM TO  
FRANCHISE DISCLOSURE DOCUMENT**

This Addendum relates to franchises sold in the State of Hawaii and is intended to comply with Hawaii statutes and regulations.

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE 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.**

**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.**

**The name and address of our agent in this state authorized to receive service of process is Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.**

**HAWAII ADDENDUM TO  
FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in Hawaii and is intended to comply with Hawaii statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Receipt of Franchise Offering Materials: Section 24.2 is removed.
3. Review of Franchise Offering Materials: Section 24.3 is removed.
4. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Illinois and is intended to comply with Illinois statutes and regulations.

1. Item 17. Section 41 of the Illinois Franchise Disclosure Act (the "Act") states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void.
2. Item 17. Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.
3. Item 17. Sections 19 and 20 of the Act affect the conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal.
4. Item 17. Section 200.608 of the Illinois Franchise Regulations requires that Illinois law govern Franchise Agreements entered into in Illinois.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Renewal. Section 2.2 of the Franchise Agreement is amended by adding the following:

If anything in this Section concerning non-renewal is inconsistent with Section 20 of the Illinois Franchise Disclosure Act of 1987 (the "Act"), then the Act shall apply.

2. Termination. Section 13 of the Franchise Agreement is amended by adding the following:

If anything in this Section concerning termination is inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987 (the "Act"), then the Act shall apply.

3. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

4. Choice of Law. Section 23.1 of the Franchise Agreement is deleted. The Illinois Franchise Regulations, Section 200.608, requires that Illinois law govern Franchise Agreements entered into in Illinois.

5. Venue. Section 23.2 of the Franchise Agreement is amended by adding the following:

Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

6. Limitation of Claims. Section 23.6 of the Franchise Agreement is amended by adding the following:

Any claims arising under the Act shall be commenced within the period of limitation established in Section 27 of the Act.

7. Receipt of Franchise Offering Materials: Section 24.2 is removed.

8. Review of Franchise Offering Materials: Section 24.3 is removed.

9. Section 41 of the Act states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void. Section 41 will control over any inconsistent provisions in the Franchise Agreement.

10. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



**ILLINOIS ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Illinois.
2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## **INDIANA ADDENDUM TO FRANCHISE AGREEMENT**

FRANCHISOR and FRANCHISEE have signed a Franchise Agreement for a franchise to be located in Indiana. This Addendum reflects provisions of Indiana law.

1. Pursuant to Section 23.2-2.7-1 of the Indiana Code, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subdivision.

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subdivision includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any:

(A) advertising campaign or contest;

(B) promotional campaign;

(C) promotional materials; or

(D) display decorations or materials;

at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

2. If the Agreement contains a provision that is inconsistent with the Indiana Code, the provisions of the Indiana Code will supersede the Agreement.

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

4. Entire Agreement: Section 21.1 of the Agreement is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

5. Receipt of Franchise Offering Materials: Section 24.2 is removed.

6. Review of Franchise Offering Materials: Section 24.3 is removed.

7. This Addendum will have effect only if the Franchise Agreement and/or the relationship between FRANCHISOR and FRANCHISEE satisfy all of the jurisdictional requirements of the Indiana Code, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body of the disclosure document:

1. Item 5. The Maryland Attorney General requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. In addition, the Maryland Attorney General requires us to defer payment of the Territory Reservation Fee owed to the franchisor under the Territory Reservation Agreement until the opening of the first franchised Restaurant developed under the Territory Reservation Agreement.
2. Item 17. The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).
3. Item 17. Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.
4. Item 17. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. Item 17 and 22. The Franchise Agreement requires the franchisee to sign a general release as a condition of renewal, sale, or assignment of the franchise. This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. The form of release that you must sign in those situations will be substantially similar to the form in Exhibit N to the disclosure document.
6. Item 17 and 22. The franchisor requires an existing franchisee to sign a general release as a condition of being granted a new Franchise Agreement for an additional Restaurant. This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law in connection with granting the new Franchise Agreement. The form of release that you must sign in those situations will be substantially similar to the form in Exhibit N to the disclosure document.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended to provide that any release required as a condition of renewal or assignment, respectively, will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

2. Fee Deferral. Notwithstanding Sections 3.1 and 5.4 of the Franchise Agreement, all initial fees and payments owed by Franchisee shall be deferred until Little Caesar completes its pre-opening obligations under the Franchise Agreement.

3. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

4. Choice of Law. Nothing in Section 23.1 of the Franchise Agreement shall preclude Franchisee from bringing an action under the Maryland Franchise Law.

5. Venue. Section 23.2 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law will be brought in Federal District Court in Maryland.

6. Limitation of Claims. Section 23.6 is amended to add the following:

Notwithstanding the foregoing, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

7. Acknowledgments. Section 24.1 of the Franchise Agreement is amended to add the following:

The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Receipt of Franchise Offering Materials: Section 24.2 is removed.

9. Review of Franchise Offering Materials: Section 24.3 is removed.

10. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

11. 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

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**MARYLAND ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Maryland.

2. Fee Deferral. Notwithstanding Section 3 of the Agreement, the territory reservation fee will be deferred until the first franchise opens under the Agreement.

3. Venue and Time Limit on Claims. Section 8.12 of the Agreement is amended by adding the following sentence at the end of the Section:

"Notwithstanding the foregoing, you may bring a legal action against Little Caesar under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland. Little Caesar acknowledges that any claims under the Maryland Franchise Law must be brought within 3 years after the grant of the franchise."

In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



**NOTICE REQUIRED  
BY  
STATE OF MICHIGAN**

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

(j) 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.

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

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division (Attention: Franchise), P.O. Box 30213, Lansing, Michigan 48909, telephone (517) 373-7117.

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

**MICHIGAN ADDENDUM TO  
FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in Michigan and is intended to comply with Michigan statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Receipt of Franchise Offering Materials: Section 24.2 is removed.
3. Review of Franchise Offering Materials: Section 24.3 is removed.
4. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

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

## MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Minnesota and is intended to comply with Minnesota statutes and regulations.

1. Item 17. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.
2. Item 17. No condition, stipulations, or provisions in the Franchise Agreement can abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any forum or remedies provided for by the laws of the jurisdiction. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J may prohibit us from requiring litigation to be conducted outside Minnesota, from requiring waiver of a jury trial, and from requiring you to pay liquidated damages.
3. Item 17 and 22. Any release required as a condition of renewal or transfer will not apply to any liability imposed by Minn. Stat. Sections 80C.01-80C.02.
4. Item 17 and 22. Any release required as a condition of being granted a new Franchise Agreement for an additional Restaurant will not apply to any liability imposed by Minn. Stat. Sections 80C.01-80C.02 in connection with granting the new Franchise Agreement.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended by adding the following:

The foregoing release does not apply to any claims that you may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

2. Renewal and Termination. Sections 2.2 and 13 of the Franchise Agreement are each amended to add the following:

Minnesota law provides franchisees with certain termination and nonrenewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Franchise Agreement.

3. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

4. Venue. Section 23.2 of the Franchise Agreement is amended to add the following:

Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit Little Caesar from requiring litigation to be conducted outside Minnesota.

5. Limitation of Claims. Section 23.6 is amended to add the following:

Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

6. Acknowledgments and Representations. Section 24 is amended by adding the following:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

7. Receipt of Franchise Offering Materials: Section 24.2 is removed.
8. Review of Franchise Offering Materials: Section 24.3 is removed.
9. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**MINNESOTA ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Minnesota.

2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of New York and is intended to comply with New York statutes and regulations.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT H OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

Item 3. Item 3 of the disclosure document is amended to add the following:

Other than as described in Item 3, neither we, our predecessor, a person identified in Item 2, nor an affiliate offering franchises under the franchisor's principal trademark:

A. Has an administrative, criminal or material 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. There are no 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. 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.



Item 4. Item 4 of the disclosure document is amended to add the following:

Except as disclosed in Item 4 of the disclosure document, neither we, our affiliates, our predecessor, officers, nor our general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5. Item 5 of the disclosure document is amended to add the following:

The initial franchise fee may, in part, be profit to us, and is, in part used to pay our following expenses or costs: (1) employee salaries and benefits; (2) sales, administrative and operation expenses; (3) legal and accounting fees; (4) expenses of technical assistance, service and support; (5) protection of our trademarks; and (6) other operational expenses incurred by us or our affiliates relating to franchising.

Item 17. Item 17 of the disclosure document is amended to add the following:

All rights arising in your favor from the provisions of Article 33 of the Gen. Bus. Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of Gen. Bus. Law sections 687.4 and 687.5 be satisfied.

Item 17. Item 17(c) of the disclosure document is amended to add the following:

You must sign a general release if you renew the franchise. This provision may not be enforceable under New York law.

Item 17. Item 17(d) of the disclosure document is amended to add the following:

You may also terminate the Franchise Agreement on any grounds available by law.

Item 17. Item 17(j) of the disclosure document is amended to add the following:

No assignment will be made by us except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

Item 17. Item 17(m) of the disclosure document is amended to add the following:

You must sign a general release if you transfer the franchise. This provision may not be enforceable under New York 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.

## **NEW YORK ADDENDUM TO FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended by adding the following:

The foregoing release does not apply to any rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Transfer by Little Caesar. The following is added to Section 12.1:

Little Caesar will not assign its rights under this Agreement except to an assignee who in Little Caesar's good faith judgment is willing and able to assume Little Caesar's obligations under this Agreement.

3. Termination by Franchisee. The following is added to Section 13:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

5. Choice of Law. The following is added to Section 23.1:

Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

6. Acknowledgments and Representations. Section 24 is amended by adding the following:

Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

7. Receipt of Franchise Offering Materials: Section 24.2 is removed.

8. Review of Franchise Offering Materials: Section 24.3 is removed.

9. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**NEW YORK ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of New York.
  
2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## **NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

This Addendum relates to franchises sold in the State of North Dakota and is intended to comply with North Dakota statutes and regulations.

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of the Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

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.

## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended to provide that any release required as a condition of renewal or assignment, respectively, will not apply to liability under the North Dakota Franchise Investment Law.

2. Enforcement Costs. Section 13.7 of the Franchise Agreement is amended to read as follows:

In connection with any failure by Franchisee to comply with this Agreement, regardless of whether a notice of default or notice of termination is issued or a legal proceeding is initiated to enforce this Agreement, Little Caesar may seek reimbursement from Franchisee for the costs and expenses incurred by Little Caesar as a result of such failure and Little Caesar's enforcement efforts. Such costs and expenses include, without limitation, travel expenses, costs of investigation and proof of facts, accountants', attorneys', attorneys' assistants and expert witness fees, court costs, administrative costs for dispute resolution services, mediator or arbitrator fees, and other dispute resolution expenses.

3. Covenant Not to Compete. Section 15.3 of the Franchise Agreement is amended to add the following:

The enforceability of a covenant not to compete upon termination or expiration of the Franchise Agreement is subject to Section 9-08-06, N.D.C.C.

4. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

5. Choice of Law. Section 23.1 of the Franchise Agreement is amended by adding the following:

If Franchisee purchased the franchise in the State of North Dakota, the relationship between Franchisor and Franchisee is governed by and will be construed in accordance with the laws of the State of North Dakota. In the event of any conflict-of-law question, North Dakota conflict-of-law rules will apply.

6. Venue. Section 23.2 of the Franchise Agreement is amended by adding the following:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring Franchisee to consent to litigate disputes at a location outside the State of North Dakota is unenforceable.

7. Waiver of Trial by Jury; Waiver of Punitive Damages. Sections 23.5 and 23.7 of the Franchise Agreement are amended by adding the following:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring Franchisee to consent to a waiver of the right to a trial by jury or of exemplary or punitive damages is unenforceable.

8. Limitation of Claims. Section 23.6 is amended to add the following:

Notwithstanding the foregoing, the statute of limitations under North Dakota Law will apply to any claim that arises under the North Dakota Franchise Investment Law.

9. Costs and Legal Fees. Section 23.9 of the Franchise Agreement is amended to read as follows:

If Franchisee initiates a legal proceeding against Little Caesar, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, Little Caesar may seek reimbursement from Franchisee for the costs and expenses incurred by Little Caesar as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings. This Section 23.9 shall survive termination of this Agreement.

10. Receipt of Franchise Offering Materials: Section 24.2 is removed.

11. Review of Franchise Offering Materials: Section 24.3 is removed.

12. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**NORTH DAKOTA ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of North Dakota.
  
2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



**RHODE ISLAND ADDENDUM TO  
FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Choice of Law and Venue. Sections 23.1 and 23.2 of the Franchise Agreement are each amended to add the following:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside the state or requiring the application of the laws of another state is void respecting a claim otherwise enforceable under the Act.

3. Receipt of Franchise Offering Materials: Section 24.2 is removed.  
4. Review of Franchise Offering Materials: Section 24.3 is removed.

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

6. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Franchisor satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**RHODE ISLAND ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Rhode Island.

2. Governing Law. Section 23.1 is amended by adding the following:

Notwithstanding the foregoing, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.

3. Jurisdiction and Venue. Section 23.2 is amended by adding the following:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a 'provision in a franchise agreement restricting jurisdiction or venue to a forum outside the state or requiring the application of the laws of another state is void respecting a claim otherwise enforceable under this Act.'

4. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the Commonwealth of Virginia and is intended to comply with Virginia statutes and regulations.

1. Item 1. Any securities offered or sold to a Virginia resident as a part of the investment program ("Colleague Franchise Program") must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

2. Item 5. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. In addition, the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Territory Reservation Fee owed by franchisees to the franchisor under the Territory Reservation Agreement in accordance with this paragraph. Only after the franchisor has completed its pre-opening obligations under the Franchise Agreement for a particular Restaurant being developed under the Territory Reservation Agreement may the franchisor collect from the franchisee a pro-rata, per Restaurant share of the Territory Reservation Fee. If the franchisor terminates the Territory Reservation Agreement pursuant to its terms before the franchisee has developed all of the Restaurants it has the right to develop under the Development Schedule attached to the Territory Reservation Agreement, however, the franchisee must immediately pay to the franchisor the remaining balance of the Territory Reservation Fee.

3. Item 17.e. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following statements are added to Item 17.e.

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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

4. Item 17.h. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following statements are added to Item 17.h.

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.

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

**VIRGINIA ADDENDUM TO  
FRANCHISE AGREEMENT**

This Addendum relates to franchises sold in Virginia and is intended to comply with Virginia statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Franchise Fee. Section 3.1 of the Franchise Agreement is amended to add the following sentence:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement.”

2. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the “FDD”). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

3. Receipt of Franchise Offering Materials: Section 24.2 is removed.

4. Review of Franchise Offering Materials: Section 24.3 is removed.

5. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**VIRGINIA ADDENDUM TO  
TERRITORY RESERVATION AGREEMENT**

This Addendum relates to franchises sold in Virginia and is intended to comply with Virginia statutes and regulations. In consideration of the execution of the Territory Reservation Agreement, you and Little Caesar Enterprises, Inc. agree to amend the Territory Reservation Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the Commonwealth of Virginia.

2. Territory Reservation Fee. Section 3 of the Territory Reservation Agreement is amended to add the following sentence:

“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the Territory Reservation Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations for the first Restaurant under the Territory Reservation Agreement.”

3. Construction. In all other respects, the Territory Reservation Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## **WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

This Addendum relates to franchises sold in the State of Washington and is intended to comply with Washington statutes and regulations.

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, 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 will 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 Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, 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.

Item 3, Additional Disclosure:

In Re: Franchise No Poaching Provisions, State of Washington, King County Superior Court, No. 18-2-20768-1SEA (August 20, 2018).

On August 20, 2018, we entered into an Assurance of Discontinuance (AOD) with the Attorney General of the State of Washington to resolve an investigation into a provision in Little Caesar's franchise agreements. The contract provision restricted franchisees from hiring individuals who had been employed at the managerial level within the past six months by Little Caesar and, in some

cases, by other franchisees of Little Caesar. The Attorney General alleged that the contract provision violated the Washington Consumer Protection Act. Little Caesar expressly denied that the contract provision violated that law or any other law. Little Caesar also expressly denied that the clause harmed competition or the wages earned by its own or its franchisees' employees. The AOD was a voluntary agreement to resolve the investigation. It does not constitute an admission of law, fact, liability, misconduct, or wrongdoing on the part of Little Caesar. The contract provision at issue was a standard provision in the franchise agreements of many companies, and the Washington Attorney General has entered into similar AODs with over 200 franchisors.

In the voluntary agreement, Little Caesar agreed not to enforce the contract provision in existing franchise agreements and not to include it in future franchise agreements. Little Caesar also offered Washington franchisees an amendment to remove the clause from their franchise agreements. The Attorney General agreed not to file suit or take any further investigative or enforcement action or seek any monetary relief against Little Caesar or against any Washington franchisees who signed the amendment.

## **WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS**

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Little Caesar Enterprises, Inc., including in the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Franchise Agreement in your relationship with Little Caesar Enterprises, Inc., including in the areas of termination and renewal of your franchise.

C. 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.

D. A release or waiver of rights executed by a franchisee will 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 trial by jury, may not be enforceable.

E. Transfer fees are collectible to the extent that they reflect Little Caesar Enterprises, Inc.'s reasonable estimated or actual costs in effecting a transfer.

F. 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.

G. 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.

H. Section 19.1 is amended to read as follows: "Little Caesar makes no warranties or guarantees, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor."



I. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

J. Receipt of Franchise Offering Materials: Section 24.2 is removed.

K. Review of Franchise Offering Materials: Section 24.3 is removed.

2. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISEE:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## WASHINGTON ADDENDUM TO TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. 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.

C. 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.

D. 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.

E. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

F. 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.

G. 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.

2. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Washington.

3. Construction. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.

DEVELOPER PARTY:

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT J**

**FINANCIAL STATEMENTS**

# LC Trademarks, Inc.

(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

Financial Statements as of and  
for the Years Ended December 31, 2023,  
2022, and 2021, and  
Independent Auditor's Report

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
LC Trademarks, Inc.  
Detroit, Michigan

### Opinion

We have audited the financial statements of LC Trademarks, Inc. (the "Company") (a wholly owned subsidiary of Little Caesar Enterprises, Inc.), which comprise the balance sheets as of December 31, 2023, 2022 and 2021 and the related statements of operations and cash flows for the years then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, 2022 and 2021, 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 audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

*Debitte + Touche LLP*

March 29, 2024

**LC TRADEMARKS, INC.**  
**(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)**

**BALANCE SHEETS**  
**AS OF DECEMBER 31, 2023, 2022 AND 2021**

---

	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>ASSETS</b>			
DUE FROM PARENT	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>
TOTAL	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>
 <b>LIABILITIES AND SHAREHOLDER'S EQUITY</b>			
CONTINGENCIES (Note 1)			
SHAREHOLDER'S EQUITY—Contributed capital	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>
TOTAL	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>	<u>\$ 5,010,900</u>

See notes to financial statements.



**LC TRADEMARKS, INC.**  
**(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)**

**STATEMENTS OF OPERATIONS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**

---

No activity.

See notes to financial statements.

**LC TRADEMARKS, INC.**  
**(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)**

**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**

---

No activity.

See notes to financial statements.

## LC TRADEMARKS, INC.

(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

### NOTE TO FINANCIAL STATEMENTS

AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

---

#### 1. BACKGROUND

LC Trademarks, Inc. (the “Company”), was established on March 29, 2000, and is a wholly owned subsidiary of Little Caesar Enterprises, Inc. (LCE). The Company was established pursuant to an assignment agreement between the Company and LCE, whereby LCE assigned all rights, title, and interest in certain LCE trademarks to the Company. Concurrent with the assignment of the trademarks, the Company and LCE entered into a license agreement, which allows LCE to use the trademarks in its operations. These agreements were superseded by a property-sharing agreement whereby the Company acquired ownership of the trademarks in exchange for 500 shares of its common stock. The parties also entered into a support services agreement whereby LCE agrees to provide resources and perform support as the Company requests to service the Company’s licenses and franchises. According to the support services agreement, compensation for services is to be negotiated annually. The parties have agreed that no compensation is due from the Company to LCE at this time. In connection with these transactions, the Company has guaranteed the obligations and performance of LCE under the franchise agreements of LCE.

**Due from Parent**—In December 2000, as part of a demand financing agreement, LCE was obligated to pay to the Company \$750,000, which is cash on demand. On August 5, 2019, this amount was increased by \$4,260,900 pursuant to the land transfer transaction described below, which represents a non-cash investing activity during the year ended December 31, 2019.

**Land**—On July 31, 2000, LCE transferred land to the Company at the value of \$4,260,900. The transfer was recorded by the Company at net book value in accordance with accounting principles generally accepted in the United States of America because LCE and the Company are related parties. On August 5, 2019, the land was transferred back to LCE in the amount of \$4,260,900.

**Income Taxes**—The Company has claimed a special tax status under Subchapter S of the Internal Revenue Code for purposes of federal income taxes.

**Common Stock**—As of July 31, 2000, 50,000 shares of stock with no par value or stated value have been authorized. There are 500 shares issued and outstanding as of December 31, 2023.

**Financial Statement Presentation**—The Company has had no operations or cash flows for the years ended December 31, 2023, 2022, and 2021.

**Contingencies**—The Company is subject to various other legal proceedings and claims. The Company believes it has valid defenses against all such proceedings and claims and has instructed its legal counsel to contest these matters vigorously. In the opinion of management, the amount of ultimate liability, if any, with respect to these actions, will not materially affect the financial position of the Company.

**Subsequent Events**—No events have occurred after December 31, 2023, but before March 29, 2024, the date the financial statements were available to be issued, that require consideration as adjustments to or disclosures in the financial statements.

\* \* \* \* \*

**EXHIBIT K**

**GUARANTEE OF PERFORMANCE**

## GUARANTEE OF PERFORMANCE

For value received, LC Trademarks, Inc. a Michigan corporation (the "**Guarantor**"), located at 2211 Woodward Avenue, Detroit, Michigan 48201, absolutely and unconditionally guarantees to assume the duties and obligations of Little Caesar Enterprises, Inc., located at Fox Office Centre, 2125 Woodward Avenue, Detroit, Michigan 48201-3400 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued March 29, 2024, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, which ever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Detroit, Michigan on the 29<sup>th</sup> day of March, 2024.

**Guarantor: LC Trademarks, Inc.**

By: 

Name: Brian Pattison

Title: National Vice President, Franchise Services

**EXHIBIT L**

**TRAINING PARTICIPANT AGREEMENT**

## TRAINING PARTICIPANT AGREEMENT

The undersigned individual (“**Participant**”) may attend a training program at the training facilities of Little Caesar Enterprises, Inc. (together with its subsidiaries, affiliates and related entities, collectively referred to as the “**Franchisor**”), and agrees to the following:

1. Confidential Information: Participant acknowledges that s/he may be the recipient of information about or relating to Franchisor of a confidential and proprietary nature, including, without limitation: operating methods; product and product development information; past, present and future projects and proposals; customer, prospective customer, vendor and prospective vendor information and relationships; marketing techniques; current or future requirements; research processes; purchasing and distribution procedures; financial and economic information, accounting and sales information; business plans and other matters concerning Franchisor (hereafter, “**Confidential Information**”). In order to protect the trade secrets, proprietary and Confidential Information, reputation and goodwill of Franchisor, Participant hereby agrees that s/he shall at all times treat all training programs, classes, seminars, meetings, manuals, materials, and any materials created for or approved for use in the operation of Franchisor’s businesses, and the information contained therein and any other Confidential Information received by Participant from or about Franchisor, as confidential, and shall use all reasonable efforts to maintain such material and information as secret and confidential. Participant also agrees that s/he shall not at any time, without Franchisor’s prior written consent, copy, duplicate, record or otherwise reproduce any materials or manuals supplied by Franchisor, in whole or in part, nor otherwise make the same available to any unauthorized person or disclose any such information to any unauthorized person. Participant acknowledges that some of the Confidential Information consists of trade secrets. All manuals and materials at all times shall remain the sole property of Franchisor.

2. Non-Compete: Participant acknowledges that Franchisor engages in business throughout the United States, Canada, and various other countries and that the Confidential Information is not generally known to others and some of which are trade secrets. Participant agrees that Franchisor is entitled to be protected from the possibility that Participant may seek to become associated with a business that competes with Franchisor and that such competition would be unfair because of Participant’s extensive knowledge of the Confidential Information.

Participant agrees that Participant shall not, during the time frame and in the geographic areas described below, without Franchisor’s prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a business which is a quick or fast service restaurant engaged in the sale of pizza, chicken wings, and/or related products. The prohibitions set forth in this Section 2 shall apply: (i) until one year from termination of any franchise relationships with Franchisor (whether voluntary or involuntary and for any reason whatsoever), termination of any business relationships with Franchisor or termination of Participant’s affiliation with the Little Caesars® franchise system with respect to the Designated Market Area, as defined by Nielsen, of any Little Caesars® restaurant, regardless of concept, and regardless of whether the restaurant is owned by a franchisee of Little Caesar or by Little Caesar or an affiliate; and (ii) for a two year period from termination of any franchise relationships with Franchisor (whether voluntary or involuntary and for any reason whatsoever), termination of any business relationships with Franchisor or termination of Participant’s affiliation with the Little Caesars® franchise system with respect to the Designated Market Area in which Participant’s Little Caesars® restaurant was or is to be located.

3. Legal Process: If Participant becomes legally compelled to disclose any of the Confidential Information, Participant shall provide Franchisor with prompt notice of such request so that Franchisor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that Franchisor waives compliance with the provisions of this Agreement, Participant



will furnish only that portion of the Confidential Information that Participant is legally obligated to disclose.

4. Irreparable Injury from Disclosure of Confidential Information: Participant agrees that this Agreement is intended to protect and preserve Franchisor's legitimate business interest of preserving its Confidential Information. Because of the uniqueness of the Confidential Information, Participant acknowledges and agrees that any breach of any of the terms of this Agreement will result in immediate and irreparable injury to Franchisor and therefore Participant authorizes Franchisor to seek injunctive relief, without the requirement of posting a bond or other security, in order to prohibit Participant from (or to cause Participant to cease) breaching any of the terms hereof, as well as to seek all other legal or equitable remedies to which Franchisor may be entitled. Participant shall be required to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining the above relief or such other relief as Franchisor seeks. Additionally, a breach by Participant of this Agreement constitutes a breach and default of any franchise agreement(s) between Participant and Franchisor and upon such a breach Franchisor may immediately terminate any such franchise agreement(s) with Franchisor without affording Participant any opportunity to cure. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, and all remedies now or hereafter existing at law or in equity shall be available to Franchisor. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. No waiver by Franchisor of any breach of this Agreement shall constitute a waiver of the terms and conditions of this Agreement with respect to any subsequent breach hereof.

5. Return of Confidential Information: In the event Participant's relationship with Franchisor is terminated, Participant's affiliation with the Little Caesars® franchise system is terminated or upon the expiration of any franchise agreement between Participant and Franchisor, all Confidential Information and materials (in their entirety) shall immediately be returned to Franchisor's office in Detroit, Michigan.

6. Employment and Compensation: Participant acknowledges that he/she (i) is not an employee of Franchisor, and (ii) has not and does not expect to receive compensation for executing this Agreement or completing Franchisor's training requirements.

7. Waiver and Release: Participant, for and in consideration of attending training and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby waive, release, remise and forever discharge Franchisor, its predecessors, successors and assigns, subsidiaries and affiliated corporations, officers, directors, agents, employees and representatives, past and present, of any and all of such corporations, of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them which the Participant or Participant's predecessors in interest ever had, now have, or which Participant and his or her heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause or thing whatsoever, from the beginning of the world through the date that the Participant's training program is completed.

Without limiting the generality of the foregoing, but by way of example only, this Waiver and Release shall apply to all matters related to the Participant's attendance at the Franchisor training program(s). The Participant acknowledges that s/he has been advised by Franchisor that daily training activities may be demanding and require good physical health; that the nature of the training may impose special hazards to pregnant women; and that in the ordinary course of training the Participant may be exposed to strenuous physical activity, including without limitation, heavy lifting, rotating schedules, overtime hours, exposure to and inhalation of chemicals, and walking on wet or slippery floors. The Participant acknowledges that s/he has been informed that the strenuous and physically demanding nature of some portions of the training impose a risk of extreme and

excessive physical demands on trainees who are not in good physical health and/or condition or who are pregnant including without limitation, persons with a history of back problems, leg problems, heart or other circulatory conditions or pulmonary (lung) problems. Due to the arduous and physically demanding nature of the training, the Participant has been advised to consult with his/her physicians before engaging in the training program. The Participant acknowledges that s/he has disclosed to Franchisor's Training Staff any medical condition or physical limitation of a permanent or temporary nature that may affect participation in the training program, and, if temporary, has been offered the option of attending training on alternative dates. The Participant acknowledges the possibility that the Participant may not fully know the number or magnitude of all the released claims, but nevertheless intends to **assume the risk** of attending and/or participating in the training program and is releasing those unknown claims. The Participant acknowledges that the Participant's attendance at Franchisor's training program is contingent upon the Participant's execution of this Agreement.

The Waiver and Release in this Paragraph 7 shall not apply to any obligation or liability of Franchisor or to any rights or remedies of Participant which cannot be waived or released under the terms of any federal or state franchise statute or franchise regulation applicable to the relationship between Participant and Franchisor.

8. Completion of Training: The Participant further agrees that if s/he does not successfully complete Franchisor's training requirements, including initial business training, the Participant will not be granted a franchise regardless of whether the Participant was previously approved to be a Participant and that this Agreement shall continue in force notwithstanding such denial of a franchise.

9. Indemnification: The Participant further agrees for himself or herself and for his or her successors and assigns, to indemnify, defend and hold harmless forever, Franchisor, its predecessors, successors, and assigns, subsidiary and affiliated corporations, officers, directors, agents, representatives, and other training program participants, past and present, against any and all claims or actions that hereafter may be brought or instituted against any and all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from the Participant or any designee or Participant who may attend the training program, based on or arising out of or incidental to any matters released under Paragraph 7 of this Agreement.

With respect to the Waiver and Release in Paragraph 7, the Participant knowingly waives all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state, territory or country. Section 1542 provides as follows:

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

10. Miscellaneous: The terms of this Agreement shall be governed by and interpreted under Michigan law, without reference to Michigan conflicts of laws provisions. Any action relating to this Agreement shall be brought exclusively in the federal district court covering the location at which Franchisor has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, nothing in this Paragraph shall be construed to deprive Participant of any rights or remedies to which Participant may be entitled under any federal or state franchise statute or franchise regulation applicable to the relationship between Participant and Franchisor. This Participant Agreement is in addition to and does not

supersede or replace any other Agreements between Participant and Franchisor, including, but not limited to, any franchise agreement(s).

PARTICIPANT:

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

\_\_\_\_\_  
[Signature]

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Store # or Potential Store #: \_\_\_\_\_

**EXHIBIT M**

**CAESAR VISION USER TERMS FOR FRANCHISEES**

## Caesar Vision Terms of Use for Franchisees

THESE CAESAR VISION TERMS OF USE FOR FRANCHISEES, TOGETHER WITH ANY ADDITIONAL TERMS, EXHIBITS, ADDENDA, OR POLICIES LINKED HEREIN OR ATTACHED HERETO (COLLECTIVELY, THE “AGREEMENT”) ARE A BINDING LEGAL CONTRACT BETWEEN YOU AND LITTLE CAESAR ENTERPRISES, INC. (“LCE”).

YOU SHOULD CAREFULLY READ THIS AGREEMENT BEFORE USING THE CAESAR VISION SYSTEM (THE “SYSTEM”). BY USING OR ACCESSING THE SYSTEM, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTOOD OUR PRIVACY PRACTICES SET FORTH IN OUR **CAESAR VISION PRIVACY POLICY** (ADDENDUM D). IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT AGREE TO THIS AGREEMENT, AND YOU MAY NOT USE THE SYSTEM.

YOU ARE RESPONSIBLE FOR ENSURING, AND YOU REPRESENT AND WARRANT, THAT EACH AUTHORIZED USER HAS BEEN PROVIDED COPIES OF AND AGREED TO THE END USER LICENSE AGREEMENT AND PRIVACY POLICY PRIOR TO ACCESSING AND USING THE SYSTEM.

By entering into this Agreement, you represent and warrant that you are an authorized representative of a Little Caesars® franchisee and that you have the authority to bind such franchisee organization to this Agreement, in which case the terms “you” and “your” as used herein refer to such franchisee organization.

If you previously entered into a license or other agreement that governs your use of and access to the System, including, without limitation, a Caesar Vision Store License Agreement with Custom Register Solutions, L.C., with respect to any Restaurant(s) (defined below), this Agreement supersedes and replaces any such prior agreement.

LCE maintains and manages an intranet system accessible only to certain authorized personnel and franchisees of LCE (the “Gateway”) through which you can access the System and find certain information about the System, including any associated documentation describing the features and functionality of the System (“Documentation”). Your use of the Gateway is subject to the **Gateway Terms of Service** (available in the “My Profile” section of your Gateway account).

In some instances, additional or different terms, posted on the System, apply to your use of certain parts of the System (individually and collectively “Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

LCE can modify this Agreement and any Additional Terms by electronic or written notice to you at any time. Your continued use of the System after having been provided with notice of the changed term(s) constitutes your acceptance of the changed term(s).

## **1. Definitions.**

(a) “Applicable Laws” shall mean all relevant federal, state and local laws, statutes, rules, industry standards, and regulations that are applicable to the parties’ performance of their respective obligations or to the relationship between the parties.

(b) “Authorized User” means your employees, agents and contractors who are authorized by you to access the System at the Restaurant(s) for which you are a franchisee.

(c) “End User License Agreement” or “EULA” means the Caesar Vision end user license agreement that governs users’ access to the System.

(d) “Franchisee Data” means all data, information, content, and any other materials that you or your Authorized User inputs, uploads, transmits, submits, or otherwise provides to or through the System, including Franchisee Human Resources Data.

(e) “Franchisee Human Resources Data” means information regarding your job applicants, employees, officers, directors, owners, or contractors stored on, or that you or your Authorized User inputs, uploads, transmits, submits, or otherwise provides to or through, the System.

(f) “Franchisee Systems” means your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services.

(g) “System Data” means all data, information, content, and any other materials (i) stored on, transmitted to or through, or processed by, or (ii) that you, your Authorized User, or a third party inputs, uploads, transmits, submits, or otherwise provides to or through, the System, all formulations and derivations thereof, and all Intellectual Property Rights in and to the foregoing. System Data shall exclude any data, information, content, or materials inputted, uploaded, transmitted, or otherwise provided by you, your Authorized User, or a third party to a third-party software vendor with which you have an independent contractual relationship (Third-Party Terms (defined below) do not constitute such independent contractual relationship). System Data shall include Franchisee Data but shall exclude any Franchisee Human Resources Data.

(h) “Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

## **2. License; System Features and Use Requirements; Third-Party Software**

(a) License to the System. Subject to and conditioned on your compliance with the terms and conditions of the Agreement and your Authorized Users’ compliance with the End User License Agreement, LCE grants you a limited (during the Term (defined below)), revocable, non-exclusive, non-transferable, and non-sublicenseable license to access and use the System, Documentation, and System Data for your and your Authorized Users’ internal use only, solely in connection with operation of the LCE restaurants for which you are an authorized franchisee (“Restaurant(s)”).

(b) Digital Ordering System. If you operate Restaurants in the United States, subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement and the **Digital Ordering System Addendum** (Addendum A), the limited rights granted to you in Section 2(a) to access and use the System, Documentation and System Data, along with all of the obligations and restrictions with respect thereto, shall apply to your access and use of the Digital Ordering System (as defined in the Digital Ordering System Addendum). For avoidance of doubt, the Digital Ordering System shall be considered a part of the System. Your additional rights and obligations with respect to your access to and use of the Digital Ordering System, including your obligation to pay Transaction Fees (defined below), are set forth in the Digital Ordering System Addendum attached to this Agreement.

(c) System Use Requirements.

- i. You acknowledge and agree that in order to obtain access to the System at your Restaurant(s), you must meet current the current standard of hardware, software and network connectivity as determined by LCE ("System Use Requirements"). The System Use Requirements are posted at the Gateway and may be modified from time to time by LCE and will be applicable immediately upon posting. You are responsible for checking the Gateway periodically for any such updates.
- ii. You must purchase and maintain, at your own cost, the hardware, software and network connectivity set forth in the System Use Requirements. Hardware and software may only be purchased from suppliers and distributors pre-approved by LCE in writing. For avoidance of doubt, you are solely responsible for all fees and costs associated with accessing, using and maintaining the System, including without limitation any data usage and overage fees, and for your compliance with the System Use Requirements.

(d) System Features; Availability of System. The scope of the functionalities of the System may change over time and may depend on the product bundle (e.g., hardware and software components that interoperate with the System) that you purchase (including from third parties). LCE reserves the right to discontinue or change the availability of any feature, function or content of or relating to the System, in whole or in part, at any time without notice or liability to you.

(e) Third-Party Software. Certain materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components that are not owned by LCE ("Third-Party Materials") but are rather provided by a third-party licensor ("Third-Party Licensor") may be used with or necessary for the operation of the System. By using or accessing the Third-Party Materials, you irrevocably and unconditionally agree to the Third-Party Terms (defined below). In some instances, you may be required to accept the terms of use or similar agreement with the Third-Party Licensor ("Third-Party Terms") for the Third-Party Materials, including on the Gateway, or paying additional fees, before being authorized to use the Third-Party Materials. The Third-Party Terms are solely between you and the Third-Party Licensor. LCE may, at its sole discretion, modify what Third-Party Materials are used with or is necessary for operation of the System, including by removing the Third-Party Materials or blocking your access to the same without notice to you, in which case you shall discontinue use of the affected Third-Party Materials.

3. **Restrictions.** You shall not access or use the System, Documentation, or System Data except as permitted in this Agreement. Without limiting the generality of the foregoing, you shall not, and you shall not permit any Authorized Users to: (a) copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the System, Documentation, or System Data; (b) sell, sublicense, rent, lease, grant a security interest in, or otherwise transfer rights to the System, Documentation, or System Data; (c) bypass or breach any security device or protection used by the System, Documentation, or System Data or access or use the System, Documentation, or System Data other than by an Authorized User through the use of their valid access credentials; (d) input, upload, transmit, or otherwise provide to or through the System any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code, virus, malware, or similar software or technology; (e) remove or alter any trademark, logo, copyright or other intellectual property proprietary notices, legends, symbols or labels in the System, Documentation, or System Data; (f) access or use the System, Documentation, or System Data in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; (g) install any software onto the System or use any unapproved software without LCE's prior written consent; (h) access or use the Service, Documentation, or System Data for purposes of competitive analysis of the business of LCE or any of its affiliated or related companies, the development, provision, or use of a competing business or software service or product, or any other purpose that is to LCE's or its affiliated or related companies' detriment or commercial disadvantage; or (i) access or use the System (or any component of the System) in any location other than the Restaurant(s) approved in writing by LCE or use the System on or connect it to any equipment or hardware other than the equipment or hardware approved in writing by LCE. You will be solely responsible for any costs or other liabilities arising out of your failure to comply with the terms of this Agreement or your Authorized Users failure to comply the EULA or your or your Authorized Users' use of the System.

4. **Support Services; Version Updates.**

(a) Subject-Matter Expert.

- i. To receive support services and software releases for the System, you must have on staff at all times an individual who is a trained Caesar Vision subject-matter expert ("SME") who understands the System and System components. Your SME(s) must keep up to date on the System by regularly attending webinars and other required training sessions. You must have on staff the minimum number of SME(s) as designated by LCE on the Gateway. LCE reserves the right to approve or disapprove any individual appointed by you to act in the capacity of a SME. If LCE determines that a SME is unable to properly carry out the requisite support functions or is deemed by LCE to be unqualified for any other reason, you will be required to arrange for an alternative individual to be trained as a SME, solely at your cost and expense.
- ii. You must first contact your own SME for initial support services. If necessary, your SME may seek additional support from LCE or a service company designated by LCE, including assistance in troubleshooting or fixing any errors or failures of the System to function substantially in accordance with its specifications. All



additional support requests must be submitted in the manner designated by LCE. LCE will not be liable for any additional support requests that are not properly submitted. If you request onsite support at your Restaurant, LCE will schedule a technician visit, subject to availability, and you will pay LCE's then-current rate for such onsite support.

(b) Scope of Support Services. The support services provided by LCE are limited to functional software support. LCE reserves the right to decline to provide support to you, to your SME(s), and to any of your representatives in its reasonable discretion, including for abusive behavior, excessive use of the support services, or non-cooperation. For any technical issues relating to installation, you must contact the installer that performed the System set-up. For any hardware failure or Third-Party Software failure, you must rely on the manufacturer or supplier of such hardware or Third-Party Software and its warranty, if any.

(c) Version Updates. As part of the support services, LCE may, but is not obligated to, provide you with new versions, enhancements, or updates to the System ("Improvements"). LCE requires all franchisees to be on the same version of the System software. To the extent LCE requires you to download and install any Improvements, you must accept and take all necessary steps to download and install or otherwise implement any such Improvements, including any new version of the System software, within no more than ten (10) business days of LCE's written notice to you regarding such Improvements. Notwithstanding the foregoing, LCE reserves the right to require you to download and install or otherwise implement Improvements, patches, bug fixes, and other updates to the System software within a shorter time period to the extent such updates are reasonably necessary to protect the security, safety, or integrity of the System or any other systems or software of LCE or a third party. LCE may suspend your access to the System and/or support services at any time if you are not running the most current, LCE-approved version of the System software, including Improvements, by the timing deadline imposed on you pursuant to this Section 4(c), and LCE shall not be liable for any damages, losses, fines, penalties, costs, or expenses incurred in connection with such suspension or your failure to download and install or otherwise implement the most current version and/or Improvements of the System software.

(d) Interruption of Service. Access to the System, including, without limitation, the Gateway, may be unavailable from time to time because of technical failures or interruptions, unintentional downtime, intentional downtime for service, or changes to the Gateway or other reasons. You agree that any modification to the System or the Gateway and any interruption or unavailability of access to the System and/or Gateway will not constitute a default under this Agreement by LCE, and that LCE will not have any liability to you for any such modifications, interruptions, unavailability, or failure of access. To mitigate down-time, LCE recommends you have a backup wireless network in each Restaurant.

(e) Cooperation with Outages. You shall reasonably cooperate with LCE's reasonable investigation of any service outage, security problem or suspected breach of this Agreement.

## 5. Fees and Payment Terms.

(a) Fees. You agree to pay maintenance and support fees (“Support Fees”) for each Restaurant, any transaction fees that may apply to the use of the System (“Transaction Fees”), and any other fees published on the System or the Gateway or set forth in Additional Terms (collectively and individually, “Fees”). The Fees will be posted on the Gateway and may be adjusted from time to time by LCE. LCE or a company designated by LCE will invoice you for the Fees as set forth on the Gateway. You shall pay all Fees using the payment method required by LCE, within the time set forth on the invoice. LCE reserves the right to charge you interest on unpaid, past due Fees in the amount of one and a half percent (1.5%) per month. All payment obligations hereunder are non-cancelable, and all amounts, once paid, including Fees and Taxes, are non-refundable.

(b) Taxes. All Fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, “Taxes”). You will pay all Taxes associated with this Agreement, excluding any taxes based on our net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to us, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by us. You will provide us with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

(c) Payment Disputes. You will notify LCE in writing within fifteen (15) days of the date LCE invoices you for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Where you are disputing any Fees, you must act reasonably and in good faith and will cooperate diligently with us to resolve the dispute. LCE will not charge you a late fee or suspend the provision of the System for unpaid Fees that are in dispute, unless you fail to cooperate diligently with us or we determine your dispute is not reasonable or brought in good faith.

## 6. Data Security and Privacy.

(a) LCE Security. LCE will employ commercially reasonable physical, technical, and administrative information security procedures aimed at preventing unauthorized access to the System.

(b) Franchisee Security. You shall implement and maintain industry-standard physical, technical, and administrative security measures to protect the System, System Data, and other LCE IP, as well as the Franchisee Systems. Without limiting the foregoing, Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI/DSS audits as and when required by the standards. LCE may offer to Franchisee, and if offered Franchisee must purchase from LCE or its affiliate, a package of services for internet access, PCI/DSS compliance and data security.

(c) Franchisee Data and Systems. You have and will retain sole responsibility for: (i) all Franchisee Data, including its accuracy, completeness, and authenticity; (ii) ensuring that the Franchisee Data is protected from unauthorized access, use or disclosure; (iii) all information, instructions, and materials provided by or on behalf of you or any Authorized User in connection with the System; (iv) all Franchisee Systems; (v) the security and use of your and your Authorized Users' System access credentials; and (vi) all access to and use of the Services, Documentation and other LCE IP directly or indirectly by or through the Franchisee Systems or your or your Authorized Users' System access credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. LCE may, but will have no obligation or responsibility to, audit, check, or verify the Franchisee Data, and consequently, LCE will have no liability for inaccurate or incomplete Franchisee Data.

(d) Privacy Policy. Franchisee Data may contain personal data, personal information, or personally identifiable information about you or your Authorized Users. We will process such information as set forth in our **Caesar Vision Privacy Policy (Addendum D)**.

(e) Data Protection Addendum. Your access, use, collection, retention and other processing of System Data and other LCE Confidential Information is subject to the terms and conditions of the **Data Protection Addendum (Addendum B)**(“DPA”), which is made a part of and incorporated by reference into this Agreement. In the event of a conflict between this Agreement and the DPA, the DPA shall control except to the extent that this Agreement is more restrictive or protective as to the processing of System Data or other LCE Confidential Information. LCE’s use, collection, retention, and other processing of Franchisee Human Resources Data is subject to the terms and conditions of the DPA.

## 7. **Intellectual Property Rights.**

(a) LCE IP. As between you and LCE, LCE and its licensors own all right, title and interest in and to the System, Documentation, and all other platforms, programs, technology, Inventions, source code, object code, software, data (including System Data), information, content, materials, and other intellectual property provided or made available to you by LCE to you or an Authorized User, all formulations or derivations thereof, and all Intellectual Property Rights in or to the foregoing (“LCE IP”).

(b) Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the System, LCE IP, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the System, the LCE IP, and the Third-Party Materials are and will remain with LCE and the respective rights holders in the Third-Party Materials.

## 8. **Representations and Warranties.**

(a) Mutual Representations and Warranties. You and LCE represent and warrant that we each have the authority to enter into this Agreement and, in connection with our performance under this Agreement, will comply with all Applicable Laws.

(b) Additional Franchisee Representations and Warranties. You further represent and warrant that (i) the Franchisee Data is accurate, complete, and lawful, and that it has been collected and processed in accordance with applicable law, including obtaining any necessary consents from individuals for the collection and processing of their Personal Data, including transferring Personal Data to third-party service LCEs in connection with the System; (ii) you have all necessary rights in and to any Franchisee Data to grant the rights in the same to LCE hereunder; and (iii) LCE's access, use, storage, transmission, sharing, or other processing of the Franchisee Data will not infringe any third party's Intellectual Property Right or right of publicity or privacy, or violate any Applicable Laws.

9. **DISCLAIMERS.** THE SYSTEM, DOCUMENTATION, AND OTHER LCE IP ARE PROVIDED "AS IS" AND "AS AVAILABLE." LCE DISCLAIMS ALL WARRANTIES TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SYSTEM, DOCUMENTATION, AND OTHER LCE IP, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, LCE MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM, DOCUMENTATION, OR OTHER LCE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LCE CANNOT GUARANTEE THAT THE SYSTEM, DOCUMENTATION, AND OTHER LCE IP, INCLUDING, IF APPLICABLE, THE DIGITAL ORDERING SYSTEM, WILL BE AVAILABLE AT ALL TIMES, OR THAT EVERY ERROR IN THE SYSTEM OR PROBLEM RAISED BY YOU WILL BE RESOLVED.

10. **Limitation of Liability.**

(a) THE AGGREGATE LIABILITY OF LCE AND ITS AFFILIATED AND RELATED ENTITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SYSTEM, SYSTEM DATA, DOCUMENTATION, OR OTHER LCE IP WILL NOT EXCEED THE AMOUNT OF THE SUPPORT FEES YOU HAVE PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

(b) WITHOUT WAIVER OF THE FOREGOING LIMITATION, NEITHER LCE NOR ANY OF ITS AFFILIATED OR RELATED ENTITIES WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN

VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SYSTEM; (iii) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL OR REPUTATION; OR (vi) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF LCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF AND NOTWITHSTANDING THE FOREGOING, NEITHER LCE NOR ANY OF ITS AFFILIATED OR RELATED ENTITIES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON IN THE EVENT OF AN INCIDENT (AS DEFINED IN THE DPA) THAT ARISES OUT OF OR RELATES TO AN ACT OR OMISSION BY YOU OR YOUR AUTHORIZED USER, OR IF YOU HAVE ABUSED OR MISAPPLIED THE SYSTEM OR OTHERWISE BREACHED THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE DPA).

11. **Indemnification.** You agree to indemnify, defend, and hold harmless LCE, its affiliated and related entities, and its and their respective officers, directors, shareholders, employees, agents and representatives from and against any third-party claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to (a) your or your Authorized Users' use of the LCE IP; (b) LCE's use of the Franchisee Data; (c) your or your Authorized Users' negligence or willful misconduct; (d) your or your Authorized Users' breach of or non-fulfillment of any agreement, covenant, or obligation under this Agreement (including, without limitation the Additional Terms, exhibits, addenda or policies linked herein); (e) the inaccuracy or breach of any warranty or representations made by you under this Agreement (including, without limitation, the Additional Terms, exhibits, addenda or policies linked herein); (f) any Incident (as defined in the DPA); or (g) injuries to person or property caused by products sold or otherwise distributed through or in connection with the System.

12. **Confidential Information.** Your access to and use of the System and Documentation may give you access to "Confidential Information" as that term is defined in the Franchise Agreement. Confidential Information specifically includes any access credentials to access the System and all other LCE IP, including, without limitation, the System, System Data, and the Documentation. You agree that all Confidential Information is subject to your confidentiality obligations under the Franchise Agreement.

13. **Term; Termination and Suspension.**

(a) **Term.** This Agreement is effective on the date you accept it (the "Effective Date") and will remain in effect until terminated as provided in this Agreement ("Term").

(b) **Suspension of Access.** LCE may monitor your and your Authorized Users' access and use of the System and other LCE IP, and may suspend your or any Authorized User's access to or use of all or any part of the System or LCE IP, without incurring any resulting obligation or liability to you or any other person, if: (i) LCE receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires LCE to do so; or (ii) LCE believes, in its sole discretion, that you or any Authorized User has breached

this Agreement. This Section 13(a) does not limit any of LCE's other rights or remedies, whether at law, in equity, or under this Agreement.

(c) **Termination for Convenience.** LCE may terminate this Agreement at any time, for any reason or for no reason, without any liability to you, by giving you written notice of termination (including on the System or Gateway). By way of a non-limiting example, LCE may decide to terminate this Agreement if LCE discontinues the System, or stops using or no longer has access to certain Third-Party Software that operates with the System.

(d) **Automatic Termination.** This Agreement will terminate automatically if your Little Caesars franchise for the Restaurant(s) comes to an end for any reason.

(e) **Obligations on Termination.** Your license to the System and Documentation, and all other rights granted to you hereunder, cease upon expiration or termination of this Agreement for any reason. When the License ends, you must: (i) immediately stop all use of the System; (ii) delete all System code from all equipment used at or in connection with the Restaurant(s); and (iii) permit physical access to the Restaurant(s) and direct or remote access to your equipment by LCE or its designee, as reasonably requested by LCE in order to carry out this provision. The provisions of this Agreement (other than your right to use the System) will survive termination or expiration of this Agreement.

14. **Cross-Default.** Your breach of this Agreement will also be deemed to constitute a breach of your franchise agreement(s) for the Restaurant(s) at which you are using the System (“Franchise Agreement”).

15. **Export Controls.** Neither the System nor underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. By using the System, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use the System, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

16. **Force Majeure.** Except for obligations to pay amounts due hereunder, neither party shall be deemed to be in default hereunder for failing to perform its obligations pursuant to this Agreement if such failure is the result of any labor dispute, act of God, inability to obtain labor or materials, governmental restrictions or any other event beyond the party’s reasonable control, or voluntary or mandatory compliance by a party with any government request or guidance.

17. **Amendment and Modification; Waiver.** Except as otherwise set forth herein, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver

thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**18. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**19. Assignment.**

(a) By LCE. LCE can assign this Agreement to an affiliated or related entity of LCE without your consent. If LCE does so, the affiliated or related entity will succeed to all of LCE's rights and obligations, and LCE will have no liability to you after the assignment for any breach of this Agreement by the affiliated or related entity. Without limiting the foregoing, LCE will not be responsible for: (i) any costs of repairing and correcting the breach, including any defect in the System; (ii) any loss of or damage to data; (iii) any loss attributable to interruption in your business operations.

(b) No Assignment by Franchisee. You are not permitted to assign or otherwise transfer any of your rights or obligations hereunder, whether by operation of law or otherwise. For avoidance of doubt, if you sell the Restaurant(s) and transfer the Little Caesars franchise, subject to the Franchise Agreement, to the new owner of the Restaurant(s) ("New Owner"), you may not assign your rights or obligations hereunder to the New Owner. However, if LCE has approved the sale of the Restaurant(s): (i) the New Owner may obtain a new License by accepting the then-current version of this Agreement; and (ii) LCE will credit the New Owner with any unused portion of your Support Fees as of the closing of the transfer of the franchise.

**20. Entire Agreement.** This Agreement, which includes the Caesar Vision Terms of Use for Franchisees and any additional terms, exhibits, addenda, or policies linked herein or attached hereto (including, without limitation, the DPA and the Digital Ordering System Addendum) constitutes the entire agreement between you and LCE concerning the licensing and support of the System and System Data, and supersedes any prior representation, correspondence, agreement, or understanding concerning the same subject matter.

**21. Notices.** Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; and (2) the third business day after first class mailing. Notices to LCE must be sent to 2125 Woodward Ave, Detroit, MI 48201, addressed to the attention of its General Counsel with a copy sent by email to [privacy@lcecorp.com](mailto:privacy@lcecorp.com). Notices to you will be sent to the email address provided when you sign up for the Service.

**22. Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**23. Governing Law.** This Agreement is governed by and will be interpreted under the laws of the State of Michigan. To the extent permitted by applicable law, any dispute arising under, in

connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state and federal courts located in Wayne County, State of Michigan. Licensee irrevocably submits to such courts' venue and jurisdiction as set forth herein, expressly waiving any other venue that, by reason of present or future domicile or by any other reason, may be applicable.

24. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that determination will not invalidate or make unenforceable any other provision of this Agreement.

Last Updated March 20, 2023

/End of Caesar Vision User Terms for Franchisees/



## **Addendum A: Digital Ordering System Addendum**

THIS DIGITAL ORDERING SYSTEM ADDENDUM (“ADDENDUM A”) CONSTITUTES ADDITIONAL TERMS TO THE **CAESAR VISION USER TERMS FOR FRANCHISEES** (THE “AGREEMENT”) AND IS MADE A PART OF AND INCORPORATED BY REFERENCE INTO THE AGREEMENT. CAPITALIZED TERMS NOT DEFINED USED HEREIN SHALL HAVE THE DEFINITION GIVEN TO THEM IN AGREEMENT. YOU SHOULD CAREFULLY READ THIS ADDENDUM A BEFORE USING THE DIGITAL ORDERING SYSTEM (DEFINED BELOW).

BY USING OR ACCESSING THE DIGITAL ORDERING SYSTEM, YOU AGREE TO BE BOUND BY THIS ADDENDUM A AND THE AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THIS ADDENDUM A AND THE AGREEMENT, YOU MAY NOT USE THE DIGITAL ORDERING SYSTEM.

LCE currently maintains digital applications by which customers in the United States may place orders with Little Caesars restaurants using a smartphone or other device (collectively, the “Digital Ordering App”).

If you operate Restaurants in the United States, the System includes features that allow your Restaurants to receive orders from the Digital Ordering App through a digital ordering system (the “Digital Ordering System”). For avoidance of doubt, the Digital Ordering System shall be deemed a part of the System.

1. **Activation.** Upon your activation of the Digital Ordering System and from time-to-time thereafter, you are responsible for verifying that the System is operating appropriately and in accordance with LCE’s instructions. You are also responsible for ensuring that your Restaurant(s)’ employees are properly trained to operate the Digital Ordering System.

2. **Payment Processing.** You represent, warrant and covenant that you have a valid and effective agreement with your payment processor and that you are, and will always remain, in full compliance with such agreement. All payments from Franchisees for orders placed through the Digital Ordering System with your Restaurant(s) will be processed by you and your payment processor, and not by LCE. Such payment processing will be subject to the terms and conditions of your agreement with your payment processor. To facilitate such payment processing, LCE needs access to and verification of your merchant identification number (“MID”). Upon request from LCE from time to time, including requests initiated through the System, you shall verify your MID. As the Digital Ordering System evolves, LCE may require additional information, authorizations, and permissions from you. When requested by LCE, you shall promptly provide all such information, authorizations, and permissions in accordance with LCE’s reasonable request. You shall ensure that all information you provide to LCE is true, complete and accurate.

3. **Third-Party Software.** LCE may, now and in the future, integrate Third-Party Software into the Digital Ordering System (e.g., Google Wallet, Android Pay, and Samsung Pay). You must accept the terms of use with the Third-Party Licensor for the Third-Party Software or the license presented to you for the Third-Party Software on the Gateway or in connection with the Digital Ordering System.

4. **Menu Pricing.** Subject to the terms of your Franchise Agreement(s), you are solely responsible for setting the price for all items available for Franchisees to purchase from your Restaurants through the Digital Ordering App by setting them in your dashboard in the Digital Ordering System. You shall: (i) ensure that the tax rates set forth in your dashboard are correct; (ii) update and change such tax rates in the dashboard if the tax rates change; and (iii) pay all applicable sales, use, and other such taxes related to all orders and the processing of such orders for Franchisees. LCE is not responsible for any errors made by you or your Authorized Users in setting such prices.

5. **Data Security.** Without limiting any of your obligations in the Agreement, you shall put in place, and shall maintain, reasonable physical, technical and administrative security controls and information security programs designed to prevent unauthorized access, destruction, use, modification, or disclosure of data obtained through the Digital Ordering System (each, a “Data Breach”). All such measures shall, at a minimum, comply with applicable laws, and, as applicable, the rules issued by the credit card brands, PCI-DSS, and PA-DSS. If any Data Breach is suspected, you shall immediately notify LCE in writing. At your own cost and expense, you shall use best efforts to cooperate with LCE in the investigation and mitigation of any apparent Data Breach, and permit LCE to control any notifications in connection with such Data Breach.

6. **Digital App.** LCE has sole control over the Digital Ordering App and the Digital Ordering System, including its features and look and feel. Without limiting any of LCE’s rights in the Agreement, LCE reserves the right to change the availability of any feature, function or content relating to the Digital Ordering App or Digital Ordering System at any time, without notice or liability.

/End of Digital Ordering System Addendum/

## ADDENDUM B: CAESAR VISION DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**DPA**”) is being entered into by and between LCE and you. As described more fully in the Caesar Vision Terms of Use for Franchisees (the “**Agreement**”), you may Process certain Personal Information on behalf of LCE, and LCE may Process certain Personal Information on behalf of you. You and LCE desire to enter into this DPA in order to address each party’s corresponding rights and obligations under Data Protection Laws.

1. **Definitions.** Capitalized terms that are not defined in this DPA shall have the meaning given to them in the Agreement. For purposes of this DPA:

“**Business Purposes**” shall mean only those “business purposes” defined in the CCPA that are necessary for performing the Services or for which Data Controller otherwise instructs Data Processor to Process Personal Information.

“**CCPA**” means the California Consumer Privacy Act of 2018 (including as amended by the California Privacy Rights Act of 2020), and any regulations and guidance promulgated thereunder.

“**Consumer**” means “consumer,” “data subject,” or other similar terms defined under Data Protection Laws.

“**Data Controller**” means you or LCE, as applicable.

“**Data Incident**” means any (i) unauthorized, accidental, or unlawful access, acquisition, use, disclosure, loss, or modification of Personal Information, or any other event that constitutes a “breach”, “breach of security of the system”, or similar term defined under Data Protection Laws, or (ii) any malfunction, failure, substandard performance, denial-of-service, installation or otherwise of ransomware or other harmful code, phishing incident, or other cyberattack or incident, which impairs, affects, or results in the unauthorized access to, the System, LCE’s information technology system, or your information technology systems.

“**Data Processor**” means you or LCE, as applicable.

“**Deidentified Data**” means “De-identified Data” or data that has been “Deidentified” as those terms are defined in Data Protection Laws. In the absence of such definitions, “Deidentified Data” shall mean information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Consumer or a device linked to a particular Consumer.

“**Data Protection Laws**” means (i) all applicable federal, state, and local laws, rules, regulations, directives, and government requirements and guidance relating in any way to privacy, confidentiality, security, consumer protection, or breach notification that are applicable to Personal Information, as each are amended and including any regulations or guidance promulgated thereunder; and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security), in each case currently in effect and as they become effective.

“**Personal Information**” means (i) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular identifiable individual or household, or device; or (ii) any information that is defined as “personal information” or “personal data” (or any similar term) under Data Protection Laws.

**“Prohibited Data”** means any of the following information: (i) a government-issued identification number (e.g., Social Security Number, driver’s license number, state identification number, or passport number); (ii) a financial or customer account number, including financial institution or bank account number or a credit or debit card number, provided that this data shall not be considered Prohibited Data to the extent the System includes functionality for the provision or collection of this type of data; (iii) information regarding an individual’s sexual orientation, religion, or health or medical condition, including Protected Health Information, as defined in 45 CFR 160.103, or any Sensitive Data; (iv) unique biometric data or digital representation of biometric data, provided that this data shall not be considered Prohibited Data to the extent the System includes functionality for the provision or collection of this type of data; (v) maiden name of the individual's mother; (vi) individual's digitized or other electronic signature; (vii) a user name, email address or other unique electronic identifier or routing code, which is sent in combination with a personal identification code, password, or security question and answer that would permit access to an online account, (viii) information collected from or about persons outside of the United States; (ix) information collected from or about children under the age of 16, (x) data relating to individuals who have exercised an opt-out, deletion, or any other similar right under Data Protection Laws, unless the purpose of providing such data is to communicate the fact of the right having been exercised or if required by law; (xi) information collected from or about persons outside of the United States; or (xii) any data that may trigger data breach notification obligations under United States law if such data were to be compromised. For the sake of clarity, (v) and (vi) shall not be considered Prohibited Data to the extent that it is entered into login fields to gain access to the System.

**“Process”** and its cognate terms have the meanings given in applicable Data Protection Laws, or, in the absence of such meaning, means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Sensitive Data”** means “sensitive data,” “sensitive personal information,” or information otherwise classified as sensitive or similar under Data Protection Laws.

**“Services”** has the meaning set forth in the Agreement.

The following terms have the definitions provided under Data Protection Laws: **Sell and Share.**

## **2. Compliance; Details of Processing.**

- a. **Compliance and the Parties’ Roles.** The Parties agree that with respect to System Data, LCE is the “business”/“controller” (as those terms are defined under Data Protection Laws) and as to Franchisee Human Resources Data, you are the business/controller.
- b. You and LCE each agree to comply with Data Protection Laws in respect of performance under the Agreement and this DPA. LCE may amend this DPA at any time it deems necessary, including in relation to changes to Data Protection Laws.

- c. Details of Processing. The subject matter, nature, and purpose of the Processing of Personal Information by Data Processor is in relation to the use and/or administration of the System, as more fully set forth in the Agreement. The duration of the Processing of Personal Information is so long as Data Processor or its subprocessor possesses the applicable Personal Information pursuant to this DPA or the Agreement. Notwithstanding the foregoing or anything to the contrary, any obligations imposed on LCE as a Data Processor apply to Franchisee Human Resources Data that constitutes CCPA Personal Information and only to the extent that you constitute a “business” under CCPA, and any obligations imposed on you as a Data Processor apply to System Data. Any rights conferred upon you in this DPA as Data Controller shall only apply to the extent that you constitute a business under the CCPA.

**3. Vendor’s Restrictions and Obligations.**

- a. Data Processor shall Process Personal Information in accordance with the documented instructions of Data Controller solely as a “service provider”/”processor” (as those terms are defined in Data Protection Laws), in relation to the use and/or operation of the System as described in the Agreement, and, as to CCPA Personal Information, to carry out the Business Purposes (collectively, the “**Agreed Purposes**”). Data Processor acknowledges and agrees that the Data Controller is making available the Personal Information to Data Processor for such Agreed Purposes.
- b. Without limiting the generality of the foregoing, Data Processor shall:
  - 3.b.1. not Sell or Share Personal Information;
  - 3.b.2. not retain, use, or disclose Personal Information for any purpose other than for the Agreed Purposes;
  - 3.b.3. not retain, use, or disclose Personal Information for a commercial purpose other than the Agreed Purposes (which, for the avoidance of doubt, shall exclude the provision of services to a person other than the Data Controller);
  - 3.b.4. not retain, use, disclose, or otherwise Process Personal Information outside of the direct business relationship between Data Processor and Data Controller, including combining or updating Personal Information received from, by, or on behalf of Controller with Personal Information Data Processor received from another person;
  - 3.b.5. provide the same level of privacy protection as required by businesses/controllers under Data Protection Laws, including by, for example, cooperating with Data Controller in responding to and complying with Consumers’ requests made pursuant to Data Protection Laws pursuant to Section 3.3.1; and

3.b.6. notify Data Controller promptly within five (5) business days or, if sooner, the time required by Data Protection Laws, after Data Processor makes a determination that it can no longer meet its obligations under this DPA or Data Protection Laws.

**c. Consumer Requests.**

3.c.1. Data Processor shall take appropriate measures and provide all reasonable cooperation and assistance requested by Data Controller in respect of fulfillment of Data Controller's obligations to respond to Consumer rights requests. Prior to requesting LCE's assistance, you shall commit best efforts to fulfilling any request through available self-service mechanisms on the System.

3.c.2. If Data Processor receives a notice, communication, claim, or complaint from a person (including a governmental authority) regarding, or a Consumer request relating to, Personal Information, then Data Processor will promptly: (i) advise the relevant person or Consumer to make the claim, complaint or request directly to Data Controller; (ii) give written notice of the notice, communication, claim, complaint or request to [privacy@lcecorp.com](mailto:privacy@lcecorp.com) (as to you) and, as to LCE, to your email address that LCE has on file; and (iii) cooperate with and assist Data Processor to respond to the claim, complaint, or request (including by making required changes to the Personal Information). Notwithstanding the foregoing, LCE shall only be required to fulfill the obligations in this Section 3.3.2 to the extent doing so is required under Data Protection Laws.

3.c.3. Data Controller shall provide the information necessary for Data Processor to comply or assist with a Consumer request, as reasonably requested by Data Processor.

**d. Right to Remediate Unauthorized Personal Information Use.** Data Processor grants Data Controller the right, upon notice, to take reasonable and appropriate steps to stop and remediate Data Processor's unauthorized use of Personal Information. You agree that the sole manner in which you can exercise the foregoing right with respect to Franchisee Human Resources Data is to, once per calendar year, request documentation from LCE that verifies that LCE no longer retains or uses CCPA Personal Information that was subject to a valid request to delete Personal Information (subject to any applicable exemptions and exceptions under the CCPA).

**e. Sensitive Data.** You represent, warrant, and covenant that none of the Franchisee Data constitutes Prohibited Data. To the extent you Process Sensitive Data as a Data Processor, you agree to comply with, and to provide reasonable assistance to LCE to comply with, Data Protection Laws and LCE's policies and procedures governing Sensitive Data. By way of example, such obligations and assistance may include, but are not limited to, providing assistance with obtaining and tracking consents and

authorizations, permanently deleting such Sensitive Data upon request, limiting processing of Sensitive Data to certain purposes as directed by LCE, and providing technical assistance to implement the foregoing requirements and other safeguards that LCE may reasonably request from time to time.

- f. Deidentified Data. To the extent Data Processor receives Deidentified Data from Data Controller under the Agreement or this DPA, Data Processor agrees to comply with applicable law as to such Deidentified Data.

**4. Data Incident Costs and Expenses.**

- a. You shall reimburse LCE for all documented costs and expenses incurred by LCE arising out of or related to a Data Incident caused, directly or indirectly, by your breach of these Terms, your action or inaction, or the action or inaction of your personnel, agents, representatives, or subprocessors, including, without limitation, the following: (a) forensic investigations to determine the nature, scope and root cause of the Data Incident; (b) making or giving reports, notices and disclosures regarding the Data Incident to any person; (c) procuring credit monitoring and fraud prevention services, or similar services, for any individual whose Personal Information might have been affected by the Data Incident; and (d) operating, or procuring the operation of, a call center to respond to questions from individuals whose Personal Information might have been affected by the Data Incident; and (e) reasonable attorneys' fees. The parties agree that the foregoing (a)-(e) shall be deemed direct damages. Notwithstanding anything to the contrary, any provision in the Agreement that purports to limit, exclude or otherwise qualify your liabilities does not apply to your liability for breach of this DPA or your obligations under this section.

**5. Subprocessors; Security; Review/Audits; Return of PI.**

- a. Confidentiality. Data Processor shall ensure that each person processing Personal Information on its behalf (whether its personnel or a subprocessor) is subject to a duty of confidentiality.
- b. Subprocessors. Data Processor agrees that the terms of its agreements with its subprocessors shall conform to all the terms of the Agreement, including this DPA. Data Processor shall be fully responsible for all obligations, services, and functions performed by subprocessors.
- c. Security. Data Processor shall implement and maintain an information security program that contains administrative, technical, and physical safeguards that are reasonable and appropriate based on the data being Processed. Data Processor shall promptly notify Data Controller of a Data Incident, but in no event later than 48 hours following the Data Incident, provided that LCE shall only be required to notify you if the Data Incident requires notification to any person, as determined by LCE in its sole discretion.
- d. Review and Audits. At Data Controller's reasonable request, Data Processor will provide Data Controller with all information in its possession to demonstrate Data

Processor's compliance with this DPA and Data Protection Laws. Vendor shall arrange for Data Controller and its internal and or external assessors to be granted, at no additional charge, full access to the records, documents, premises, systems (including operational records) at all reasonable times during (and, in an emergency, outside) normal working hours to perform audits with respect to Personal Information Processing activities not more than once annually, provided that such audit does not jeopardize the confidentiality of Vendor's other clients' or customers' information or the security of Vendor's systems. The scope, timing, and duration of each assessment shall be mutually agreed upon by both parties.

- e. Return and Destruction of PI. All System Data in your possession shall be immediately returned to LCE upon LCE's request. You shall not retain System Data any longer than necessary for the purposes of performing your obligations under the Agreement or this DPA. Upon termination of the Agreement, Data Processor shall, at the option of Data Controller, return the Personal Information and copies thereof to Data Controller or, if legally required, shall deliver the Personal Information to another company as may be directed by the Data Controller, or shall securely destroy such Personal Information, except to the extent the Agreement or the law provides otherwise. In that case, Data Processor shall no longer Process the Personal Information, except to the extent required by the Agreement or applicable law. Data Processor shall promptly verify, confirm and warrant to Data Controller that Data Processor has returned, deleted and/or destroyed all data and any copies of such Personal Information.

**6. Miscellaneous.**

- a. This DPA shall be incorporated by reference into, and made a part of, the Agreement. In the event of any inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Agreement, this DPA shall take precedence over the Agreement or any other agreements, except to the extent that the Agreement or other agreements are more protective of or restrictive as to Vendor's Processing of Personal Information.
- b. Provisions in this DPA that are intended to survive termination will continue in full force and effect after the termination of this DPA and/or the Agreement.

/End of Caesar Vision Data Processing Addendum/



## **ADDENDUM C: CAESER VISION AUTHORIZED USER END USER LICENSE AGREEMENT**

This Authorized User End User License Agreement ("**EULA**") governs your use of the Caesar Vision System (the "**System**"), including all user manuals, technical manuals, and any other materials provided by Little Caesar Enterprises, Inc. or its affiliated or related entities ("**LCE**"), in printed, electronic, or other form, that describe the System or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the Caesar Vision Terms of Use for Franchisees (the "**Agreement**") between LCE and your employer or other person or entity on the behalf of which you are accessing the System ("**Franchisee**").

BY USING OR ACCESSING THE SYSTEM, YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY FRANCHISEE TO ACCESS AND USE THE SYSTEM; AND (ii) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY THIS EULA. YOU ALSO ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTOOD OUR **CAESAR VISION PRIVACY POLICY** (ADDENDUM D) AND CONSENT TO OUR PRIVACY PRACTICES DESCRIBED THEREIN. IF YOU DO NOT AGREE TO THIS EULA OR CONSENT TO OUR PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SYSTEM.

**1. License Grant.** Subject to your strict compliance with this EULA, LCE hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the System and System Data (defined below) solely in accordance with the Documentation, using the computer equipment provided at the restaurant location where you are employed by Franchisee and solely for the purpose of Franchisee operating the restaurant location. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Agreement between LCE and Franchisee; or
- (b) your ceasing to be authorized by Franchisee to use the System for any or no reason (including upon the end of your employment with Franchisee).

As used herein, "**System Data**" means all data, information, content, and any other materials (i) stored on, transmitted to or through, or processed by, or (ii) that you, another authorized user, or a third party inputs, uploads, transmits, submits, or otherwise provides to or through, the System, and all formulations and derivations thereof. System Data shall exclude data, information, content, or materials inputted, uploaded, transmitted, or otherwise provided by you, another Authorized User, or a third party to a third-party software vendor with which your employer has an independent contractual relationship (Third-Party Terms (defined below) do not constitute such independent contractual relationship).

**2. Use Restrictions.** You shall not, directly or indirectly:

- (a) use the System, System Data, or Documentation except as set forth in Section 1;
- (b) copy the System, System, or Documentation, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the System, System Data, or Documentation, or any part thereof;
- (d) combine the System or System Data or any part thereof with, or incorporate the System or System Data or any part thereof in, any other programs or other data or information, respectively;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the System or any part thereof;

(f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the System, System Data, or Documentation, including any copy thereof;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the System or System Data, or any features or functionality of the System, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Franchisee, or another employee or other personnel of Franchisee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the System, System Data, or Documentation in violation of any law, regulation, or rule; or

(i) use the System, System, or Documentation for purposes of competitive analysis of the System, the development of a competing business or software product or service, or any other purpose that is to the LCE's commercial disadvantage.

### **3. Compliance Measures.**

(a) The System may contain technological copy protection or other security features designed to prevent unauthorized use of the System and System Data, including features to protect against use of the System and/or System Data:

(a) beyond the scope of the license granted to pursuant to Section 1; or

(b) prohibited under Section 2.

You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

### **4. Collection and Use of Information.**

(a) LCE may, directly or indirectly through the services of others, collect and store information regarding use of the System and about equipment on which the System is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the System as described in Section 3.

(b) You agree that the LCE may use such information for any purpose, including but not limited to: (i) improving the performance of the System or developing updates; and (ii) verifying compliance with the terms of this EULA and enforcing LCE's rights, including all intellectual property rights in and to the System and System Data.

**5. Intellectual Property Rights.** You acknowledge that the System and System Data are provided under license, and not sold, to you. You do not acquire any ownership interest in the System or System Data under this EULA, or any other rights to the System and System Data other than to use the System and System Data in accordance with the license granted under this EULA, subject to all terms, conditions, and restrictions. LCE and its licensors reserve and shall retain their entire right, title, and interest in and to the System and System Data and all intellectual property rights arising out of or relating to the System and System Data, subject to the license expressly granted to you hereunder and to the Franchisee in the Agreement. You shall use your best efforts to

safeguard all System and System Data (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access, including by not sharing your password or other access credentials with anyone else, or allowing anyone else to access or use the System on your account.

**6. Third-Party Software.** Certain materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components that are not owned by LCE (“**Third-Party Materials**”) but are rather provided by a third-party licensor (“**Third-Party Licensor**”) may be used with or necessary for the operation of the System. By using or accessing the Third-Party Materials, you irrevocably and unconditionally agree to the any terms of use or similar agreement with the Third-Party Licensor (“**Third-Party Terms**”) for the Third-Party Materials, before being authorized to use the Third-Party Materials. The Third-Party Terms are solely between you and the Third-Party Licensor. LCE may, at its sole discretion, modify what Third-Party Materials are used with or is necessary for operation of the System, including by removing the Third-Party Materials or blocking your access to the same without notice to you, in which case you shall discontinue use of the affected Third-Party Materials.

**7. Disclaimer of Liability.** IN NO EVENT WILL LCE OR ITS AFFILIATED OR RELATED ENTITIES, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SYSTEM. YOU ARE PROVIDED THE SYSTEM PURSUANT TO THE AGREEMENT BETWEEN LCE AND FRANCHISEE, SOLELY FOR THE BENEFIT OF FRANCHISEE AND AT FRANCHISEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THIS THE AGREEMENT, INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY LCE OR ITS AFFILIATED OR RELATED ENTITIES MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SYSTEM SHALL BE SOLELY TO FRANCHISEE PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

**8. Governing Law.** This EULA is governed by and will be interpreted under the laws of the State of Michigan. To the extent permitted by applicable law, any dispute arising under, in connection with, or incident to this EULA or about its interpretation will be resolved exclusively in the state and federal courts located in Wayne County, State of Michigan. Licensee irrevocably submits to such courts’ venue and jurisdiction as set forth herein, expressly waiving any other venue that, by reason of present or future domicile or by any other reason, may be applicable.

**9. Entire Agreement; Severability.** This EULA constitutes the entire agreement between you and LCE concerning the licensing of the System and System Data, and supersedes any prior representation, correspondence, agreement, or understanding concerning the same subject matter. LCE RESERVES THE RIGHT TO AMEND OR MODIFY THIS EULA AT ANY TIME. BY CONTINUING TO USE OR ACCESS THE SYSTEM, YOU AGREE TO THE AMENDED OR MODIFIED TERMS. If any provision of this EULA is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that determination will not invalidate or make unenforceable any other provision of this EULA.

**10. Assignment.** LCE may assign its rights and obligations under this EULA, in whole or in part, to any party at any time without any notice. This EULA may not be assigned by you, and you may not delegate your duties under them.

**11. No Waiver.** No failure or delay by LCE in exercising any of its rights, powers or remedies will operate as a waiver of that or any other right, power or remedy, and no waiver or modification of this EULA will be effective as to LCE unless in writing and signed by LCE.

/End of Caesar Vision Authorized User End User License Agreement/

## **ADDENDUM D: CAESAR VISION PRIVACY POLICY**

Effective Date: **31 March 2023**

Thank you for visiting the Caesar Vision platform (“**System**”) owned or operated by Little Caesar Enterprises, Inc. or its affiliated or related entities (“**LCE**”, “**We**”, “**Us**”, “**Our**”). This Privacy Policy will provide you with information as to how We collect, use, and share information about you, including the choices We offer with respect to that information, and applies to your use of any System, regardless of how you access or use it. **It does not apply to Our data collection activities outside of the System (unless otherwise stated below or at the time of collection), such as data independently collected from you by your employer which is a franchisee of LCE, such as through the use of your employer’s systems.** For certain parts or features of the System, there may be additional notices about information practices and choices. Please read those additional privacy disclosures to understand how they apply to you.

**If you are a California resident, please see our U.S. State Privacy Notice (available at <https://littlecaesars.com/en-us/legal/privacy-policy/#s11>) which applies to our processing of business-to-business data subjects (which you would be classified as, as an employee of a LCE franchisee) and includes disclosures to address compliance with the California Consumer Privacy Act.**

By visiting or otherwise using the System, you agree to the **Caesar Vision Authorized User End User License Agreement** (Addendum C) and consent to Our data collection, use, and disclosure practices, and other activities as described in this Privacy Policy, and any additional privacy statements that may be posted on an applicable part of the System. If you do not agree and consent, please discontinue use of the System.

Notably, this Privacy Policy does not apply to information about you that we process on behalf of another party, such as a Little Caesar’s franchisee of which you are an employee, or with which you have a business relationship and that has authorized you to access the System on its behalf. Similarly, as discussed in further detail below, this Privacy Policy does not apply to the data collection and processing practices of any Third-Party Services (defined below).

### **1. INFORMATION WE COLLECT**

**A. Information about You that You Provide.** We and/or Our Service Providers (defined below) may collect information you provide directly to Us and/or Our Service Providers via the System. For example, We collect information when you use or register for or are authorized to use the System, post on the System, or communicate or transact through the System. In addition, when you interact with Third-Party Services (defined below), you may be able to provide information to those third parties.

Information that We, Our Service Providers and/or Third-Party Services may collect from you includes: your first and last name, store locations, e-mail address, user name, Third-Party Services logins and other credentials, phone number, address, payment information and other information that personally identifies you (“**Personally Identifiable Information**”).

***B. Information Collected Automatically.*** We, Our Service Providers, and/or Third-Party Services may also automatically collect certain information about you when you access or use the System (“Usage Information”). Usage Information may include IP address, device identifier, browser type, operating system, information about your use of the System, device you use, the web page you visited before coming to our sites, and identifiers associated with your devices and your devices (depending on their settings) may also transmit location information to the System.

The methods that may be used on the System to collect Usage Information include:

- **Log Information:** Log information is data about your use of the System, such as IP address, browser type, Internet service provider, referring/exit pages, operating system, date/time stamps, and related data, and may be stored in log files.
- **Collected by Cookies and Other Tracking Technologies:** Cookies, web beacons (also known as “tracking pixels”), embedded scripts, location-identifying technologies, device recognition technologies, in-app tracking methods, device and activity monitoring and other tracking technologies now and hereafter developed (“Tracking Technologies”) may be used to collect information about interactions with the System or e-mails, including information about your usage of the System.

We are giving you notice of the Tracking Technologies and your choices regarding them below so your consent to encountering them is meaningfully informed.

***C. Information We Collect From Other Sources.*** We may also obtain information about you from other sources, including Service Providers and Third-Party Services. We are not responsible nor liable for the accuracy of the information provided by third parties or for third party policies or practices.

***D. Limitations.*** To the extent any non-PII, or PII collected outside of the System or by Third-Party Services, is combined by or on behalf of Us with Personally Identifiable Information We collect directly from you on the System (“Company-Collected PII”), We will treat it in accordance with this Privacy Policy. Notwithstanding the foregoing or anything to the contrary, unless required by applicable law, this Privacy Policy is not intended to limit Our activities regarding information that does not personally identify you such that it does not constitute PII, including PII that has been “De-identified” (i.e., the removal or modification of the personally identifiable elements, or the extraction of non-personally identifiable elements), and non-Company-Collected PII (including third-party-sourced, or non-System-sourced, information) that is not combined with Company-Collected PII.

The definition of “personal information” under certain state laws differs from the definition of PII used in this Privacy Policy.

## **2. HOW WE USE THE INFORMATION WE OBTAIN**

We may use information about you for any purposes not inconsistent with Our statements under this Privacy Policy, or otherwise made by Us in writing at the point of collection, and not prohibited by applicable law, including, without limitation, the following:

- Allow you to participate in the features We offer on the System;
- Facilitate, manage, personalize, and improve the Caesar Vision platform;
- Process your registration, manage your account and/or upload your User Generated Content (“UGC”). For more on the public nature of UGC, see **Information You Disclose Publicly (see Section 3.E)**;
- Transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising, and send you notices;
- Our and Our Affiliates’ marketing and other purposes;
- Provide, improve, protect, and promote the System and other products and services, and for any business purposes;
- Understand how you use our products and customize your experience;
- Provide customer support;
- Respond to your inquiries and requests;
- Fix issues and problems with our products and services;
- Store your interests and preferences and tailor our content, advertisements, and offers;
- Fulfill other purposes disclosed at the time you provide information or otherwise where We are legally permitted or are required to do so; and
- Prevent and address fraud, breach of policies or terms, and threats or harm.

We may also aggregate or anonymize information, or otherwise process it in a way such that it no longer constitutes personal information, and use such non-personal information for our business purposes (such as research and marketing).

We may contact you for marketing purposes. Please visit **Tracking and Communications Options (see Section 9)** for information regarding your choices as to promotional communications.

## **3. INFORMATION WE SHARE WITH THIRD PARTIES**

Generally, We may share information about you for any purposes not inconsistent with Our statements under this Privacy Policy, or otherwise made by Us in writing at the point of collection, and not prohibited by applicable law, including, without limitation, the following:

- With our agents, vendors, consultants, and other service providers (collectively “**Service Providers**”) in connection with their work on our behalf, including assisting in the provision of the System. These parties provide services such as authentication, billing and collections, payment processing, customer support, or data storage. We contractually require these Service Providers to protect your personal information and use it in a manner that is consistent with this Privacy Policy.

- If We believe your actions are inconsistent with our terms of use or other applicable terms or policies, or to protect the rights, property, life, health, security and safety of Us, the System, or its users, or any third party;
- To comply with law, law enforcement or other legal process, and, where permitted, in response to governmental requests or legal process (for example, a court order, search warrant or subpoena); and
- In other circumstances in which We have a good faith belief that a crime has been or is being committed by a user.

In addition, We may share information about you as follows:

- **Marketing:** Subject to your communications choices explained in **Tracking and Communications Options (see Section 9)**, We may use or share your information to send you marketing communications or in order for another party to send you marketing communications.
- **With Your Disclosure or Consent:** As more fully described in **Information You Disclose Publicly or to Others (see Section 3.E)** and **Third-Party Content, Third-Party Services, and Analytics (see Section 4)**, your activities on the System may, by their nature, result in the sharing of your information with third parties and by engaging in these activities you consent to that and further sharing and disclosure to third parties. Such third-party data receipt and collection is subject to the privacy and business practices of that third party, not Us.
- **Corporate Transactions:** In addition, We may share information about you in connection with or during negotiations of any proposed or actual financing of our business, or merger, purchase, sale, joint venture, or any other type of acquisition, business combination, or reorganization of all or any portion of Our assets, or transfer of all or a portion of Our business to another company, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding (“Corporate Transactions”).
- **Sweepstakes, Contests, and Promotions:** We may offer sweepstakes, contests, and other promotions (each, a “**Promotion**”), including Promotions jointly sponsored or offered by third parties, which may require submitting Personally Identifiable Information and other information. If you voluntarily choose to enter a Promotion, your information, including Personally Identifiable Information, may be disclosed to Us, co-sponsors, Service Providers, and other third parties, including for administrative purposes and as required by law (e.g., on a winners list). By entering, you are agreeing to the official rules that govern that Promotion, which may include consent to additional or differing data practices from those contained in this Privacy Policy. Please review those rules carefully.
- **Information You Disclose Publicly or to Others:** The Service may permit you to post or submit UGC including, without limitation, written content, user profiles, audio or visual recordings, computer graphics, pictures, data, or other content, including Personally Identifiable Information. If you choose to submit UGC to any public area of the Service, to the extent public areas are made available to you, your UGC will be considered “public”



and will be accessible by anyone, including Us. Notwithstanding anything to the contrary, unless otherwise explicitly agreed by Us, Personally Identifiable Information included in UGC is not subject to Our usage or sharing limitations, or other obligations, regarding Company-Collected PII or other Personally Identifiable Information under this Privacy Policy or otherwise, and may be used and shared by Us and third parties to the fullest extent not prohibited by applicable law. We encourage you to exercise caution when making decisions about what you disclose in such public areas.

Additionally, the Service may offer you the option to send a communication to a friend or other contact. If so, We rely on you to only send to people that have given you permission to do so. The recipient's Personally Identifiable Information you provide (e.g., name, e-mail address) will be used to facilitate the communication, but not used by Us for any other marketing purpose unless We obtain consent from that person. Your contact information and message may be included in the communication.

#### **4. THIRD-PARTY CONTENT, THIRD-PARTY SERVICES, AND ANALYTICS**

The System may include or link to third-party websites, apps, locations, platforms, code (e.g., plug-ins, application programming interfaces (“API”), and software development kits (“SDKs”)) or other services (“Third-Party Service(s)”). These Third-Party Services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about you and may solicit Personally Identifiable Information from you.

Certain functionalities on the System permit interactions that you initiate between the System and certain Third-Party Services (including without limitation, Altametrics, ZipClock, Gateway, etc.). Examples of such interactions include connecting the System to a Third-Party Service (e.g., to pull or push information to or from the System). If you enable such interactions, both We and the third party may have access to certain information about you and your use of the System and any Third-Party Service.

We are not responsible for, and make no representations regarding, the policies or business practices of any third parties, including, without limitation, analytics Service Providers and Third-Party Services associated with the System, and encourage you to familiarize yourself with and consult their privacy policies and terms of use. See **Tracking and Communications Options (see Section 9)** for more on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and analytics.

#### **5. DATA SECURITY AND MONITORING; RETENTION**

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us (excluding public UGC) from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction, both during transmission and once it is received. Nevertheless, transmission via the Internet and online digital storage are not completely secure and We do not guarantee the security of your information collected through the System. If you have any questions about the security of your personal information, you can contact us as set forth in **Contact Us (see Section 11)** below.

We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law, for legal, tax or regulatory reasons, or other lawful purposes.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## **6. INTERNATIONAL TRANSFER**

We are based in the U.S. and the information We and Our Service Providers collect is governed by U.S. law. If you are accessing the System from outside of the U.S., please be aware that information collected through the System may be transferred to, processed, stored, and used in the U.S. Data protection laws in the U.S. may be different from those of your country of residence. Your use of the System or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information, including Personally Identifiable Information, in the U.S. as set forth in this Privacy Policy.

## **7. CHILDREN'S PRIVACY**

The System is intended for a general audience and not directed to children less than 13 years of age. We do not intend to collect personal information as defined by the U.S. Children's Online Privacy Protection Act ("**COPPA**") ("**Children's Personal Information**") in a manner that is not permitted by COPPA. If We obtain knowledge that We have collected Children's Personal Information in a manner not permitted by COPPA, We will remove such data to the extent required by COPPA.

## **8. ACCESSING AND CHANGING INFORMATION**

To the extent required by applicable law, We may provide web pages or other mechanisms allowing you to delete, correct, or update some of your information that We have collected and retained, and potentially certain other information about you (e.g., profile and account information). Further, We reserve the right to retain data (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained except to the extent prohibited by applicable law.

## **9. TRACKING AND COMMUNICATIONS OPTIONS**

**A. *Tracking Technologies Generally.*** Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options, so you may need to set them separately. Also, tools from browsers may not be effective with regard to certain Tracking Technologies. Please be aware that if you disable or remove these technologies, some parts of the System may not work and when you revisit the System your

ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Like many online services, We currently do not alter Our practices when We receive a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” you can visit <http://www.allaboutdnt.com>, but We are not responsible for the completeness or accuracy of this third-party information. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section.

**B. Analytics Technologies.** You may exercise choices regarding the use of certain Tracking Technologies, including from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or from Adobe Analytics by going to <http://www.adobe.com/privacy/opt-out.html> (as applicable).

**C. Mobile Apps.** With respect to Our mobile apps (“apps”), as applicable, you can stop all collection of data generated by use of the app by uninstalling the app. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain features (e.g., tracking across apps and websites owned by other online services, location-based services, push notifications, accessing calendar/contacts/photos, etc.), by adjusting the permissions in your mobile device and/or the app’s settings.

**D. Communications.** You can opt out of receiving certain promotional communications from Us at any time by (i) for promotional e-mails, following the instructions provided in emails to click on the unsubscribe link, or if available by changing your communication preferences by logging onto your account; (ii) for text messages, following the instructions provided in text messages from Us to text the word, “STOP”; and (iii) for app push notifications turn off push notifications on the settings of your device and/or the app, as applicable. Please note that your opt-out is limited to the e-mail address or phone number used and will not affect subsequent subscriptions. If you opt-out of only certain communications, other subscription communications may continue. Even if you opt out of receiving promotional communications, We may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or Our ongoing business relations.

## **10. CHANGES TO THIS PRIVACY POLICY**

We reserve the right to change this Privacy Policy prospectively effective upon the posting of the revised Privacy Policy and your use of our System indicates your consent to the privacy policy posted at the time of use. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

If we change our privacy policies and procedures materially, we will post those changes to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page. When we change the policy in a material manner we will update the ‘effective date’ at the top of this

page, and we may also notify you of the change via email or other prominent notice posted on this site or the System.

## **11. CONTACT US**

If you have any questions about this Privacy Policy, please contact Us at [privacy@lcecorp.com](mailto:privacy@lcecorp.com).

//End Privacy Policy//

© *Little Caesar 2023. All Rights Reserved.*

**EXHIBIT N**

**RELEASE TO BE SIGNED IN CONNECTION WITH RENEWAL OR TRANSFER OF AN EXISTING  
FRANCHISE OR THE PURCHASE OF AN ADDITIONAL FRANCHISE**

**[THIS CURRENT FORM DOCUMENT IS SUBJECT TO CHANGE OVER TIME.]**

**RELEASE**

For and in consideration of Little Caesar Enterprises, Inc. and/or LC Trademarks, Inc. agreeing to and entering into a franchise agreement(s) with or by or through any of the undersigned, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned agree as follows as of \_\_\_\_\_ (the "Effective Date"):

**1. Release of the LCE Parties.**

a. As used herein, the following terms have the following meanings:

(i) "Releasing Parties" means the undersigned, individually and on behalf of and including their franchised entity, as well as any subsidiaries, affiliates and related entities and all of their respective past, present and future officers, directors, shareholders, employees, agents, representatives, predecessors, successors and assigns.

(ii) "LCE Parties" means Little Caesar Enterprises, Inc. (including its wholly owned subsidiary Blue Line Foodservice Distribution, Inc.), LC Trademarks, Inc., their affiliated and related entities, and all of their respective past, present and future officers, directors, shareholders, employees, agents, representatives, predecessors, successors and assigns.

(iii) "Claim" means any and all complaints, claims, liabilities, damages, losses, injuries, actions, causes of action, suits, debts and expenses (including without limitation attorney fees) of every nature, kind, or description whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, direct or indirect, which the Releasing Parties have or may have, arising out of any matter, fact, event, omission, or occurrence whatsoever.

b. The Releasing Parties release and forever discharge the LCE Parties from all Claims occurring or omitted prior and up to the Effective Date.

c. The undersigned expressly intend that this Release be as broad as permitted by law.

d. This Release may be pleaded as a full and complete defense to, and may be used as a basis for an injunction against, any action at law, proceeding in equity, or any other judicial or non-judicial proceeding that a Releasing Party, or any other person or entity claiming an interest in the subject matter of this Agreement, may initiate, prosecute, maintain, or continue to maintain or prosecute in breach hereof.

e. Waiver of Rights Under Section 1542. If any of the undersigned's store(s) are located in California, and if Section 1542 of the Civil Code of the State of California were to apply to any part of this Release, then the undersigned understands and agrees that this Release extends to all Claims and the undersigned expressly waives all rights under Section 1542. Section 1542 reads as follows:

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

**2. Miscellaneous.** The terms of this Release shall be governed by and interpreted under Michigan law, without reference to Michigan conflicts of laws provisions. Any action between the parties concerning this Release shall be brought in the federal court covering the location at which LCE has its principal place of business at the time the action is commenced or, if the federal court would not have subject matter jurisdiction, the state court within the judicial district in which LCE has its principal place of

business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

**3. Applicability.** This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**4. Acknowledgement.** The undersigned, in executing this Release, represent(s) that it, he, she and/or they have carefully read it, know the contents thereof, and execute it voluntarily and with full knowledge of its significance.

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_  
, individually

\_\_\_\_\_  
, individually

\_\_\_\_\_  
, individually

EXHIBIT O

**TRANSFER ADDENDUM**



LITTLE CAESAR ENTERPRISES, INC.

TRANSFER ADDENDUM

**FRANCHISE #**

This Transfer Addendum (the "Addendum") is made and entered into on \_\_\_\_\_, by and between Little Caesar Enterprises, Inc., a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**"), and \_\_\_\_\_ ("**Franchisee**") with its principal place of business at \_\_\_\_\_.

**RECITALS**

A. Little Caesar and Franchisee have entered into a Franchise Agreement ("**Franchise Agreement**"), simultaneously with this Addendum as part of Franchisee's acquisition of the assets of the Little Caesars® franchise identified by the number above (the "**Purchase**").

B. Little Caesar and Franchisee have agreed that the expiration date of the Franchise Agreement and the term of any renewal option shall be identical to those in the franchise agreement of the selling franchisee at the time of transfer.

C. All terms not otherwise defined in this Transfer Addendum shall have the same meaning as in the Franchise Agreement.

**The parties agree as follows:**

1. The Franchise Agreement will expire on \_\_\_\_\_.
2. Any provisions of the Franchise Agreement which are contrary to or inconsistent with Section 1 of this Addendum shall be null and void and of no force or effect.
3. As provided in the franchise agreement of the selling franchisee, an express condition of the Purchase is that Franchisee, at its expense and within the time specified by Little Caesar, will refurbish, remodel, or otherwise change the Restaurant premises to conform to the then-current standards and specifications of the System. Little Caesar's right to specify the time for refurbishment of the Restaurant will survive the Purchase and will supersede any provisions of the Franchise Agreement that would otherwise limit the deadline that Little Caesar may specify for refurbishment.
4. This Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the parties have hereto executed and delivered this Transfer Addendum on the day and year first above written.

ATTEST:

\_\_\_\_\_

**LITTLE CAESAR ENTERPRISES, INC.**

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

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

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

ATTEST:

\_\_\_\_\_

**FRANCHISEE**

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

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

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

**EXHIBIT P**

**TRANSFER ADDENDUM – NO RIGHT TO RENEW**

LITTLE CAESAR ENTERPRISES, INC.

**TRANSFER ADDENDUM – NO RIGHT TO RENEW**

FRANCHISE: #

This Transfer Addendum (the "Addendum") is made and entered into on \_\_\_\_\_, by and between Little Caesar Enterprises, Inc. a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**") and \_\_\_\_\_ ("**Franchisee**") with its principal place of business at \_\_\_\_\_.

**RECITALS**

A. Little Caesar and Franchisee have entered into a Franchise Agreement ("**Franchise Agreement**"), simultaneously with this Addendum as part of Franchisee's acquisition of the assets of the Little Caesars® franchise identified by the number above (the "**Purchase**").

B. Little Caesar and Franchisee have agreed that the expiration date of the Franchise Agreement and the term of any renewal option shall be identical to the expiration date in the franchise agreement of the selling franchisee at the time of transfer.

C. All terms not otherwise defined in this Transfer Addendum shall have the same meaning as in the Franchise Agreement.

**The parties agree as follows:**

1. The Franchise Agreement will expire on \_\_\_\_\_.
2. Franchisee shall have **no right to renew** the Franchise Agreement or any rights granted thereunder upon the expiration of the Franchise Agreement as set forth in Section 1.
3. As provided in the franchise agreement of the selling franchisee, an express condition of the Purchase is that Franchisee, at its expense and within the time specified by Little Caesar, will refurbish, remodel or otherwise change the Restaurant premises to conform to the then current standards and specifications of the System. Little Caesar's right to specify the time for refurbishment of the Restaurant will survive the Purchase and will supersede any provisions of the Franchise Agreement that would otherwise limit the deadline that Little Caesar may specify for refurbishment.
4. Any provisions of the Franchise Agreement which are contrary to or inconsistent with Section 1 and 2 of this Addendum shall be null and void and of no force or effect.
5. This Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

[Signatures to follow]

**IN WITNESS WHEREOF**, the parties have hereto executed and delivered this Transfer Addendum on the day and year first above written.

ATTEST:

**LITTLE CAESAR ENTERPRISES, INC.**

\_\_\_\_\_

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

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

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

ATTEST:

**FRANCHISEE**

\_\_\_\_\_

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

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

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

**EXHIBIT Q**

**PRICING ACKNOWLEDGMENT**

**Pricing Acknowledgment**

The undersigned represents that store number #\_\_\_\_\_ will comply with Section 5.12 of the Franchise Agreement. Without limiting the foregoing, the undersigned agrees that the store(s) identified above will sell large pepperoni pizzas for not more than a price maximum designated by Little Caesar Enterprises, Inc. ("LCE") and will follow all nationally advertised maximum pricing, which applies to the following unless otherwise specified by LCE:

- Classic large pepperoni pizza
- EMB at \$1 more than classic large pepperoni pizza
- Honor LTO/Promotion pricing during national promotions

Dated: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_  
\_\_\_\_\_

LITTLE CAESAR ENTERPRISES, INC.

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

**EXHIBIT R**

**RIDER TO CONTRACT FOR SALE**

## **RIDER TO CONTRACT FOR SALE**

LITTLE CAESAR ENTERPRISES, INC. (“Franchisor”, “we”, “us” and “our”) is pleased to consider your proposed agreement to transfer one or more Little Caesars® restaurants (the “Restaurants”) pursuant to a purchase and sale agreement (the “Contract for Sale” or “CFS”) for our approval.

**PLEASE CAREFULLY READ THIS RIDER TO CONTRACT FOR SALE (the “Rider”). IT PROVIDES IMPORTANT INFORMATION ABOUT OUR REQUIREMENTS FOR THE PROPOSED TRANSFER; CONTAINS INFORMATION FOR BOTH SELLER AND BUYER; AND REQUIRES THAT SELLER AND BUYER MAKE CERTAIN REPRESENTATIONS AND PROVIDE CERTAIN IMPORTANT INFORMATION TO US.**

### **Section I. Effect of Rider, Automatic Rejection in Certain Circumstances; Our Requirements.**

1.1 Effect of Rider. **ONCE FULLY EXECUTED, THIS RIDER CONSTITUTES A PART OF YOUR CFS, AND IT MAY CONTAIN PROVISIONS THAT CONFLICT WITH PROVISIONS IN THE CFS. IN THE EVENT OF ANY SUCH CONFLICT, THE PROVISION IN THIS RIDER SHALL CONTROL.**

1.2 Automatic Rejection of the Proposed Transfer in Certain Circumstances. The proposed transfer is deemed *automatically rejected*, without the need for notice to Seller or Buyer, if all of the following documents are not delivered to us simultaneously: (a) The completed, fully executed CFS (including all documents attached to it or referenced in it); and (b) this Rider, completed and including the Seller’s Addendum, the Buyer’s Addendum and all Exhibits referenced therein that are required to be submitted simultaneously with the Rider. Certain of the Buyer’s Exhibits may be submitted to us within ten (10) days after submission of the CFS and the Rider, and if those Exhibits are not submitted within that ten (10) day period, then the proposed transfer is deemed automatically rejected, without the need for a further writing from us.

1.3 Seller and Buyer must strictly comply with all transfer requirements set forth or referenced in this Rider, as well as those set forth in Seller’s franchise agreement(s) (each a “Franchise Agreement”; collectively the “Franchise Agreements” or “Franchise Agreement(s)”). Seller shall not permit any party that owns a direct, indirect and/or beneficial interest in Seller to transfer that interest without following all of the requirements set out or referenced in this Rider or the Franchise Agreement(s). Our approval of the transfer, if given, will be provided in writing at a later date.

### **Section II. Information for, and Representations by, both Seller and Buyer**

2.1 Right of First Refusal. Under the Franchise Agreement(s), we have a contractual right of first refusal (“ROFR”) to purchase any or all of the Restaurant(s) under the terms and conditions set forth in the CFS. Neither our receipt of this executed Rider nor our willingness to commence the process to approve the CFS or qualify the Buyer constitutes a waiver of our ROFR or our right to approve the proposed Buyers or the CFS. The time period in which we must exercise our ROFR does not commence until the date we have received a complete and fully executed CFS, including all exhibits, copies of all other documents that are referenced in the CFS, and any additional information we may require under the Franchise Agreement(s). The inclusion in a CFS of a broker or consulting fee or any other consideration, in addition to or included in the stated sales price, that is the Buyer’s (or the Buyer’s shareholders, members, officers, directors, employees, agents or affiliates’) obligation to pay or honor, constitutes an impermissible encumbrance on our ROFR, and neither we nor any assignee of ours shall be required to pay or honor any such obligation in the event we exercise our ROFR or assign our ROFR rights to a third party. We also reserve the right to disapprove the CFS due to the inclusion of any such provision.



2.2 Terms of Transfer. If we approve the transfer, the closing must occur on the terms and conditions contained in the CFS, with only those changes we require to conform to our requirements as set out or referenced in this Rider or the Franchise Agreement(s). Our approval of the transfer, if granted, will, among other things, be in reliance upon the terms, conditions and representations set forth in the CFS (including all exhibits, riders, and all other documents, agreements or instrument that would create rights or obligations of Buyer, such as lease or a promissory note), the Rider, the Franchise Agreement(s) and in other documentation we require all still being true, complete, accurate as of the date of closing.

2.3 Modification of the CFS. Any modification of the CFS (including any exhibits, riders or other documents, agreements or instruments that would create rights or obligations, such as the Buyer's lease or other real estate agreements related to the transaction, or a promissory note), whether oral or in writing, or any change in the amount or terms of the Buyer's financing if any) must be resubmitted to us in writing. We may have another opportunity to exercise our ROFR to purchase the Restaurant(s) under the modified terms. Any provision in the CFS that purports to permit Buyer to assign its rights under the CFS to another party, in whole or in part, is subject to our prior written approval in each instance, must first be submitted to us, and may trigger another opportunity for us to exercise our ROFR.

2.4 Time of Transfer. No transfer of ownership or possession of, or delegation of the management of, the premises, franchise(s) or business assets shall occur until all of our requirements have been met, including signing all documents we require and paying all monies owed to us. Any attempt to assign one or more Franchise Agreement(s) or to transfer possession or management of one or more Restaurant(s) without our prior written approval is void from its inception and constitutes good cause to terminate the Franchise Agreement(s). In no event shall we, or any assignee of ours in the event we exercise our ROFR, be bound by the closing date in the CFS. Closing may not occur prior to at least fourteen (14) calendar days (or any longer period required by applicable provincial or federal law) after Buyer received our Franchise Disclosure Document ("FDD"), and at least seven (7) days (or any longer period required by applicable law) after Buyer's receipt of closing documents. Our required documents are not binding on us until after our authorized representative counter-executes them and returns them to Buyer and Seller. If the closing does not occur within the time period specified in the ROFR, we may rescind our approval and Seller may need to restart the approval process and resubmit the CFS, Rider and other documentation for our approval.

2.5 Franchise Documents. Seller and Buyer represent to us that Buyer has been provided with a copy of Seller's current Franchise Agreement(s) for each Restaurant proposed to be transferred. At our option, we will either require Buyer to execute an assignment of Seller's Franchise Agreements or require Buyer to execute our then-current, standard form Little Caesars® franchise agreement and all current standard ancillary documents for each Restaurant to be transferred. The current form franchise agreement is an exhibit to our FDD. We may require all persons who own a direct or indirect interest in the franchisee entity, and their spouses, to jointly and severally personally guarantee the performance of franchisee's obligations under a franchise agreement(s) and any other agreements with us. Seller has no right to transfer any location that is not, as of the date of submission of this Rider, already the subject of a fully-executed franchise agreement with us.

2.6 Buyer's Franchise Agreement Term. Each franchise agreement that Buyer signs with us or takes assignment of from Seller will be granted for a term that expires at the end of Seller's existing franchise term, without any renewal rights unless we expressly granted the Seller assignable renewal rights in Seller's Franchise Agreement(s) or in a separate writing signed by our duly authorized executive. If Seller has previously received such assignable renewal rights that are not contained in Seller's Franchise Agreement(s), Seller must attach that writing as Seller's Exhibit 1. We make no representations regarding any franchise term beyond Seller's remaining franchise term, and any provision in the CFS that we will provide renewal rights or additional term is void.

2.7 Territorial Protection; Exclusions from Territorial Protection. **Each franchise agreement that Buyer signs with us will be specific to one location only and although the franchise agreement may provide for a Protected Territory, the rights granted through the Protected Territory are limited.** Please see the current form franchise agreement in the FDD for details. Competition may result not only from other chains and independent restaurants but also from additional restaurants (or other distribution channels) that we now or in the future franchise or operate in the vicinity. Please see the franchise agreements for details. Any CFS provision that would preclude Seller from developing, owning or operating other Little Caesars® restaurants outside of the contractual Protected Territory, if any, is void.

2.8 Buyer Investigation of Other Little Caesars® Restaurants in the Area. Buyer must independently investigate the location of existing or planned Little Caesars®\_restaurants in the vicinity of the Restaurants proposed to be transferred, and to assess competition that may result from such restaurants. Buyer acknowledges that Franchisor is not selling Buyer a franchise, but rather is merely considering the proposed transfer of an existing franchise. Buyer further acknowledges that Franchisor may approve development now or at any time in the future of additional restaurants that are outside the Protected Territory but in the vicinity of the Restaurants proposed to be transferred. If Seller has received our approval to open a new Little Caesars® restaurant in the vicinity of one of the Restaurants proposed to be transferred, then Seller shall attach a copy of our approval letter as Seller's Exhibit 2. If prior to closing on the transfer the Seller receives our approval for a proposed new Little Caesars®\_restaurant in the vicinity of one of the Restaurants, then Seller shall promptly deliver to Buyer an updated Seller's Exhibit 2. We do not review or verify Seller's Exhibit 2 as sent to the Buyer.

2.9 Lease Documents. We strongly urge Buyer to carefully review the terms, conditions and validity of the lease for each Restaurant to be transferred. Seller and Buyer represent and warrant that the information supplied to us relating to the lease for each Restaurant is complete (including any and all riders, addenda, and other amendments) and accurate. Seller is solely responsible for obtaining all needed landlord consents for any assignment of lease(s). We may withhold consent to the transfer if the executed lease assignment or landlord consent modifies a lease.

2.10 Third-Party Leases to be Assigned. For each third-party lease that Seller will assign to Buyer: (a) Seller shall attach as Seller's Exhibit 3 to this Rider the current lease (and any documents that amend or extend the terms of the lease, including future renewal terms, if any), (b) Seller, at our request, shall deliver to us at least 15 days before closing a complete copy of the proposed lease assignment; and (c) within 15 days after closing, Buyer shall deliver to us a fully executed lease assignment.

2.11 New Leases. For each Restaurant for which Buyer will execute a new lease, Buyer shall attach as Buyer's Exhibit 1 a copy of the proposed lease. To the extent the final version of the lease is substantively different from the version provided to us previously, we may disapprove the transfer. If Buyer fails to disclose to us the existence of a new lease, such failure will constitute a breach of Buyer's franchise agreement(s).

2.12 Effect of Transfer in "as-is" Condition. A provision in the CFS that seeks to transfer furniture, fixtures, equipment or other assets to Buyer in "as-is" condition" does not reduce or waive Seller's obligation to us to bring each Restaurant up to our standards prior to transfer, as a condition of our approval of transfer. Prior to closing, Seller must correct and repair any deficiencies with respect to brand standards at each Restaurant.

2.13 Payment of Fees and Other Amounts. On or before the closing date, Seller must pay us by certified or bank check, a check from the attorney's escrow account, or wire transfer all royalty fees, advertising fees, transfer fees, promissory or demand notes, taxes, collection fees, interest on overdue receivables, and other amounts due and owing under Seller's Franchise Agreement(s) and other agreements with us or our affiliates.

2.14 Limitation on Liens, Intellectual Property; Security Interests. To the fullest extent permitted by law, we will not permit Seller or any financing institution to have an after-acquired property clause in any security

agreement or financing statement that covers Buyer's trade fixtures, furniture, equipment, machinery, signors or similar property in the Restaurant(s), unless such clause by its express terms is subordinated to any purchase money financing for the after-acquired property. Seller has no rights or interest in the tradenames, trademarks or other intellectual property rights of Franchisor or its affiliates, and Seller shall not reserve or permit any security interest in our tradenames, trademarks or other proprietary marks or intellectual property rights. We do not permit any reversionary or other security interest to be granted to or reserved by Seller in any franchise agreement or lease.

2.15 Total Consideration. Seller and Buyer jointly and severally represent and warrant to us that all of the consideration to be received by the Seller and the Buyer for the Restaurant(s) is set forth in the CFS and that there are no other payments or consideration directly or indirectly relating to the transfer of any Restaurant or any other rights (including those related to the real estate premises) associated with any of Seller's franchise(s). Any breach of this warranty will constitute fraud and a material breach of each Restaurant's Franchise Agreement (and any new franchise agreements executed by Buyer), giving us the right to invoke all of our contractual, legal and equitable remedies.

2.16 Breakout of Purchase Price for Multiple Restaurants. If the CFS is for multiple restaurants, then upon our request Seller and Buyer agree to break out the purchase price of each Restaurant separately.

2.15 Additional Requirements. This Rider is not intended to include all requirements, obligations and disclosures. Please see our FDD, the franchise agreement contained in the FDD, and Seller's Franchise Agreement(s) and lease (if applicable) for additional requirements.

### **Section III. Representations and Indemnification by Seller.**

Seller represents that it has had ample opportunity to obtain legal and accounting counsel regarding the sale of the Restaurant(s), and that Seller has permitted Buyer the opportunity to independently investigate Seller's books and records for each Restaurant. Seller indemnifies, and agrees to defend and hold us and our successors, assigns, affiliates, officers, directors, employees and agents harmless from any claim relating to any statements and representations that Seller, or anyone on Seller's behalf, made to Buyer relating to the Restaurant(s) and the prospects for achieving any expected levels or range of sales, costs or profitability of the Restaurants. Seller represents that it has disclosed to Buyer all of Seller's outstanding debts and obligations related to the Restaurant(s).

### **Section IV. Information For, and Representations by, Buyer.**

4.1 Franchise Application. As part of the approval process, each individual, shareholder, member and partner of Buyer must separately complete our current online application form and provide us with personal data and detailed information about their financial and other qualifications, within ten (10) days of submission of this Rider. All required documents must be fully and timely completed and submitted. We will send a link to the application form to Buyer at the email address(es) supplied by Buyer in this Rider. Buyer agrees to provide us with any additional information we may require regarding the transfer and with respect to Buyer, or any of its individuals, shareholders, members or partners. Each individual, shareholder, member and partner (and their respective spouses) of Buyer must also sign a disclosure receipt for our current FDD. If we do not already have a signed receipt for the current FDD for each individual, shareholder, member and partner (and their respective spouses), then each such person must complete and submit the FDD receipt to us within ten (10) days of submission of the Rider. We will send a link to the FDD to each such person.

4.2 Single-Purpose Entity. Buyer must either attach to this Rider a copy of the applicable organizing documents as Buyer's Exhibit 2 or deliver such documents to us within ten (10) days of the date we conditionally approve the transfer in writing. The organizing documentation for Buyer's entity must state that the entity's purpose is limited to activities related to developing, owning and operating Little Caesar®

restaurants. Buyer acknowledges that there are limitations on words and letters that Buyer may use as part of its legal entity name, and that Buyer may not use words such as “Little”, “Caesar”, “Caesars” or “LC”. Please see the franchise agreement(s) for details.

4.3 Preparation of Documents. If we preliminarily approve the terms of transfer and we have received Buyer’s legal entity documentation and any other documentation we require, we will prepare closing documents in the names of the individuals and entities set forth in Buyer’s Addendum. If the documents provided to us indicate that there are other individuals or entities with a direct or indirect interest in Buyer that were not listed in the Buyer’s Addendum to this Rider, we reserve the right to reject the proposed transfer.

4.4 Buyer’s Qualifications. Every one of the Buyers must comply with and meet our current franchising requirements and qualifications as a condition of our approval. Buyer must meet our minimum net worth and liquidity requirements for the aggregate number of restaurants Buyer would own and operate as a result of the transfer of the Restaurants. Each individual, shareholder, member and partner (and their respective spouses) of the Buyer must submit a completed financial summary (including Assets, Liabilities and Net Worth) along with proof of assets, including copies of the last three (3) months of complete bank and investment (brokerage, etc.) statements, and the most recent federal tax return must be submitted as Buyer’s Exhibit 3, with the Rider or within ten (10) days of the submission of the Rider. With few exceptions, we also require every direct or indirect shareholder, member or partner of Buyer to be interviewed by us. Our approval will not be granted if the Development Department and Franchise Services do not provide a favorable assessment of Buyer during the interview(s). If an individual, shareholder, member or partner of Buyer is already a direct or indirect owner of a Little Caesars® franchise, we may not require such individual(s) to submit all of the information required for an individual who is new to the Little Caesars® system. Buyer and/or each individual, shareholder, member and/or partner (and their respective spouses) of Buyer also must submit the documentation required of them in Buyer’s Exhibit 4, Buyer’s Exhibit 5, and Buyer’s Exhibit 6 within the time periods specified in the section entitled “BUYER’S EXHIBITS”. Please see Section V for important details.

4.5 Training Requirements; Buyer Responsibility for Its Costs and Expenses. Buyer must successfully complete all training requirements as a condition of our final approval. The approval process typically takes several weeks, and it takes longer if Buyer has not already successfully completed all required training. Our willingness to permit Buyer to attend training is not evidence of our approval of Buyer or the transfer. Whether or not Buyer is ultimately approved, or the transfer occurs, we are not responsible for any costs or expenses that Buyer or any individual, shareholder, member or partner of Buyer incurs in connection in evaluating and purchasing Seller’s business, in meeting our requirements, or attending training. We are not responsible for any employment or other decisions or financial commitments or decisions made by Buyer or any individual, shareholder, member or partner of Buyer in anticipation of our approval of the proposed transaction or of Buyer as the franchisee.

4.6 Buyer’s Due Diligence; Buyer Representations. Buyer represents and warrants that: it has had ample opportunity to obtain legal and accounting counsel regarding the purchase of the Restaurant(s), and the terms and conditions of our approval; and that Buyer has independently investigated Seller’s books and records for each Restaurant and that our representatives have made no representations to Buyer about the value of, profitability of, or prospects for sustaining any level of sales or profitability at any Restaurant to be transferred under the CFS. Seller is an independent franchisee and not our agent or representative, and that none of Seller’s representations may be imputed to us.

4.7 Seller’s Outstanding Debts and Existing Service Contracts (if any). We urge Buyer to ascertain all outstanding debts and obligations owed by Seller. We do not monitor or collect debts owed by franchisees to third parties. We also urge Buyer to inquire about the obligations to assume certain existing service contracts, including without limitation those relating to help desk or maintenance services required for the Restaurant’s POS system, Caesar Vision, Pizza Portal and the required third-party delivery companies. Suppliers of certain

system services may allow Buyer to assume the Seller's existing contracts or they may require that Buyer enter into new contracts.

4.8 Inquiry Regarding Condition of the Premises. We strongly urge Buyer to obtain independent professional advice regarding the condition and compliance of each Restaurant and its equipment. Applicable laws, codes and ordinances that govern the possession and operation of the Restaurants may have changed during Seller's operation of the Restaurant(s). Buyer must determine on its own whether each Restaurant is in compliance with applicable laws. Buyer must ensure that any changes, modifications, repairs or necessary improvements are made in accordance with the law prior to commencing business operations. Buyer acknowledges that within the time specified in the Franchise Agreement(s), Buyer also is obligated to refurbish, remodel or otherwise upgrade the Restaurant premises to conform to our then-current standards and specifications.

4.9 Organizational, Training and Marketing Plans; Pro Formas and Break-Even Analyses. We may require Buyer to develop and share with us their organizational, training and marketing plans to help us see how Buyer conceptualizes its start-up and on-going operations of the business. While we may review Buyer's plans, we do not validate, approve or disapprove them. We also may require Buyers to provide to us financial information and projections, including *pro formas* and break-even analyses. And while we may review internally your financial information or projections to help satisfy us that you are capable of preparing financial documents, we do not review them with you or validate, approve or disapprove them. Our failure to comment on any such plans shall not be construed as approval. In fact, none of our representatives is authorized to comment on Buyer's financial information or projections. We urge Buyer to compare its financial information with numbers it obtains from existing franchisees and with any numbers we may provide in the FDD.

4.11 Authority to Make Changes. Other than to correct typographical errors, no change, addition or deletion (a) may be made to this Rider or to any of our closing documents, or (b) shall be binding on us unless the specific change, addition or deletion is acknowledged in writing, in advance, by one of our duly authorized representatives. Any other change, addition or deletion shall be considered an error and the document shall be considered void from the inception.

4.12 Neither our delivery of this Rider nor our willingness to start assessing the proposed transfer or the qualifications of the Buyer shall be construed to supersede any prior Notice of Termination delivered to either the Seller or Buyer, nor does it constitute a waiver of any rights pursuant to such Notice. We reserve all such rights.

**4.13 SELLER AND BUYER REPRESENT TO US THAT THE INFORMATION THEY HAVE PROVIDED IN THIS RIDER AND THE ATTACHED SELLER'S AND BUYER'S ADDENDUM, AND THE EXHIBITS THEY HAVE PROVIDED OR WILL PROVIDE PURSUANT TO THE RIDER ARE ALL TRUE, ACCURATE, AND COMPLETE.**

**4.14 SELLER AND BUYER AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RIDER AND ACKNOWLEDGE THAT FRANCHISOR WILL RELY ON THE INFORMATION PROVIDED IN OR PURSUANT TO THIS RIDER (AND ANY OTHER INFORMATION WE REQUIRE YOU TO COMPLETE) IN EVALUATING THE PROPOSED TRANSFER AND EVALUATING THE BUYER'S APPLICATION FOR APPROVAL AS OUR FRANCHISEE.**

**[The Seller's and Buyer's respective Signature Pages, Exhibit Checklists, and Addenda follow this page]**

**SELLER SIGNATURE PAGE**

<b>Seller acknowledges that Franchisor will rely on the information provided by Buyer and Seller in the CFS and in the Rider, including without limitation all addenda, exhibits and other documents referenced in CFS or the Rider.</b>	
Authorized Signatories of Seller Entity(ies) for the Acknowledgment:	
(Insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
(insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
All shareholders, members and/or partners with a direct or indirect interest in Seller Entity(ies) must sign individually below:	
Signature:	Signature:
Print Name:	Print Name:
Dated: Individually	Dated: Individually
Signature:	Signature:
Print Name:	Print Name:
Dated: Individually	Dated: Individually

**BUYER SIGNATURE PAGE**

<b>Buyer acknowledges that Franchisor will rely on the information provided by Buyer and Seller in the CFS and in the Rider, including without limitation all addenda, exhibits and other documents referenced in the CFS or the Rider.</b>	
Authorized Signatories of Buyer Entity(ies) for the acknowledgment:	
(insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
(insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
All shareholders, members and/or partners with a direct or indirect interest in Buyer Entity(ies) must sign individually below:	
Signature:	Signature:
Print Name:	Print Name:
Dated: Individually	Dated: Individually
Signature:	Signature:
Print Name:	Print Name:
Dated: Individually	Dated: Individually

**SECTION V**

**EXHIBIT CHECKLIST**

Please refer to the Rider for additional information regarding the exhibits below.

**SELLER’S EXHIBITS (Seller should check each applicable box):**

<input type="checkbox"/>	<b>Seller’s Exhibit 1:</b> Any writing signed by FRANCHISOR relating to additional franchise term beyond the current expiration date for a Restaurant. This must be submitted simultaneously with the Rider.
<input type="checkbox"/>	<b>Seller’s Exhibit 2:</b> A copy of the approval letter received by Seller, if applicable. This must be simultaneously submitted with the Rider.
<input type="checkbox"/>	<b>Seller’s Exhibit 3:</b> The existing lease for each Restaurant proposed to be transferred (and any documents that amend or extend the terms of the lease, including future renewal terms, if any). This must be submitted simultaneously with the Rider.

**BUYER’S EXHIBITS (where applicable, Buyer should check the applicable box as to whether the Exhibit is being submitted with the Rider or will be provided separately within the required timeframe):**

<b>The Buyer must submit all of these items and materials to us:</b>	
Exhibit 1 is attached <input type="checkbox"/>	<b>Buyer’s Exhibit 1.</b> If applicable, a copy of the proposed lease between Buyer and the landlord for each Restaurant to be transferred. Note: this writing must set out the financial terms and the term. This Exhibit must be attached to the Rider when the Rider is submitted to us.  Please check “Not Applicable” if there isn’t a proposed lease, lease amendment or letter of intent between Buyer and landlord.
Not Applicable <input type="checkbox"/>	
Exhibit 2 is attached <input type="checkbox"/>	<b>Buyer’s Exhibit 2.</b> Buyer must either attach to this Rider a copy of the applicable organizing documents for the corporation, limited liability company, or partnership as Buyer’s Exhibit 2 or deliver such documents to us <i>within ten (10) days of the date we conditionally approve the transfer in writing.</i>
Exhibit 2 will be submitted within 10 days of the date Franchisor conditionally approves the transfer in writing <input type="checkbox"/>	



<p>Exhibit 3 is attached <input type="checkbox"/></p> <p>Exhibit 3 will be submitted within 10 days of submitting the Rider <input type="checkbox"/></p>	<p><b><u>Buyer's Exhibit 3.</u></b> For each individual, shareholder, member and partner (and their respective spouses) of the Buyer, a completed financial summary (including Assets, Liabilities and Net Worth) with proof of assets, including copies of the last three (3) months of complete bank and investment (brokerage, etc.) statements and the most recent federal tax return, must either be attached to the Rider when it is submitted to us or submitted to us separately within ten (10) days of the submission of the Rider.</p> <p>LCE may waive some or all of this requirement for existing franchisees.</p>
<p>Exhibit 4 is attached <input type="checkbox"/></p> <p>Exhibit 4 will be submitted within 10 days of submitting the Rider <input type="checkbox"/></p>	<p><b><u>Buyer's Exhibit 4.</u></b> A Non-Disclosure Agreement and Background Inquiry Authorization form, completed and signed by each individual, shareholder, member and partner (and their respective spouses) of Buyer who currently does not have a direct or indirect interest in a Little Caesars® franchise must submit this exhibit electronically to Franchisor within ten (10) days from submission of the Rider.</p>
<p>Exhibit 5 is attached <input type="checkbox"/></p> <p>Exhibit 5 will be submitted within 10 days of submitting the Rider <input type="checkbox"/></p>	<p><b><u>Buyer's Exhibit 5.</u></b> Each new individual, shareholder, member or partner candidate of Buyer must provide to us a complete work history/business affiliation (e.g., in the form of a C.V. or resume).</p> <p>This must be submitted to us electronically within ten (10) days from submission of the Rider.</p>
<p>Exhibit 6 is attached <input type="checkbox"/></p> <p>Exhibit 6 will be submitted within 10 days of submitting the Rider <input type="checkbox"/></p>	<p><b><u>Buyer's Exhibit 6.</u></b> Buyer must submit and/or present a business plan for the Little Caesars restaurants.</p> <p>This exhibit must be attached to the Rider when it is submitted to us or be submitted to us separately within ten (10) days of the submission of the Rider.</p> <p>Note: Existing franchisee Buyers may not be required to submit a Business Plan during the review process for certain transactions.</p>

**IMPORTANT NOTE TO BUYER:**

As stated in the Rider, Buyer must submit certain exhibits simultaneous with the Rider. For reasons of confidentiality, Buyer may submit directly to us, within the timeframe specified in this Rider, those of the Buyer's exhibits that are not required to be submitted simultaneously with the Rider.

**SECTION VI – SELLER’S ADDENDUM**

6.1 Seller who requests FRANCHIOR’S approval of the proposed transfer to Buyer of each of the restaurants described in the Rider must complete this Seller’s Addendum:

<b>SELLER’S CONTACT INFORMATION</b>	
Seller’s Contact Name:	
Seller’s Physical Address:	
Seller’s Mailing Address (No PO Boxes):	
Phone #:	Cell #:
Email:	List all Little Caesar franchisee #s and Store #s in which an individual, shareholder, member or partner of Seller currently has any interest: _____ _____

<b>SELLER’S LAWYER INFORMATION</b>	
Name of Lawyer:	
Address of Lawyer:	
Phone #:	Email:

Would you like us to copy your lawyer on all correspondence regarding this transaction? Yes  No

6.2 The Rider relates to the proposed transfer of the following restaurants and the franchisee entities for each Franchise # and all individuals, shareholders, members, partners and non-interest-holding officers (corporations) (if there are more than 4 restaurants, please complete and submit additional pages in order to cover all restaurants)

1. Franchise #	Store #	Full Restaurant Address				
		Third Party Delivery:	UberEats	Yes	No	
			GrubHub	Yes	No	
			Door Dash	Yes	No	
<b>FRANCHISEE ENTITY NAME:</b>						
Shareholder Name		% of Ownership	Email Address			
Seller’s Original Purchase Price:						

2. Franchise #	Store #	Full Restaurant Address				
		Third Party Delivery:	UberEats	Yes	No	
			GrubHub	Yes	No	
			Door Dash	Yes	No	
<b>FRANCHISEE ENTITY NAME:</b>						
Shareholder Name		% of Ownership	Email Address			


Seller's Original Purchase Price:

<b>3. Franchise #</b>	<b>Store #</b>	<b>Full Restaurant Address</b>				
	Third Party Delivery:	UberEats	Yes		No	
		GrubHub	Yes		No	
		Door Dash	Yes		No	

**FRANCHISEE ENTITY NAME:**

Shareholder Name	% of Ownership	Email Address

Seller's Original Purchase Price:

<b>4. Franchise #</b>	<b>Store #</b>	<b>Full Restaurant Address</b>				
	Third Party Delivery:	UberEats	Yes		No	
		GrubHub	Yes		No	
		Door Dash	Yes		No	

**FRANCHISEE ENTITY NAME:**

Shareholder Name	% of Ownership	Email Address

Seller's Original Purchase Price:

**6.3 Lease Information**

Franchise/Store #	Landlord	Current Term Expiration Date	Renewal Options
Landlord Address:		Landlord Phone:	
Franchise/Store #	Landlord	Current Term Expiration Date	Renewal Options
Landlord Address:		Landlord Phone:	
Franchise/Store #	Landlord	Current Term Expiration Date	Renewal Options
Landlord Address:		Landlord Phone:	

**SECTION VII – BUYER’S ADDENDUM**

7.1	Buyer who requests FRANCHIOR’S approval of the proposed transfer from Seller of each of the restaurants described in the Rider must complete this Buyer’s Addendum:			
<b>BUYER’S CONTACT INFORMATION</b>				
Buyer’s Contact Name:				
Buyer’s Physical Address:				
Buyer’s Mailing Address (No PO Boxes):				
Phone #:		Cell #:		
Email:				
<b>BUYER’S LAWYER INFORMATION</b>				
Name of Lawyer:				
Address of Lawyer:				
Phone #:		Email:		
Would you like us to copy your lawyer on all correspondence regarding this transaction? Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>BUYER’S FINANCING INFORMATION</b>				
7.2	Is this an all-cash transaction? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes – skip to 7.3 If no, please provide evidence of financing for the proposed transfer.			
Name of Lender(s):		Amount to be Financed:		Down Payment:
1.				
Terms of Loan:		Interest Rate:	Number of Years:	
2.				
Terms of Loan:		Interest Rate:	Number of Years:	
<b>BUYER’S ENTITY INFORMATION</b>				
7.3	Total percentages owned by all persons must total one hundred percent (100%) for each restaurant. If Buyer(s) described below differ in any way from the parties listed in the Rider or the parties to be signatories to the franchise agreement(s), attach a rider with specific details			
1. Franchisee Entity Name		Federal Tax ID #		
Address:				
Key Contact Name:				
Phone #:		Email Address:		
<b>LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)</b>				
<b>Full Name</b>	<b>Spouses Full Name (if applicable)</b>	<b>Ownership %</b>	<b>Email address</b>	<b>Title</b>

--	--	--	--	--

2. Franchisee Entity Name		Operating Entity Name (if different)		

Address:				
----------	--	--	--	--

Key Contact Name:				
-------------------	--	--	--	--

Phone #:		Email Address:		
----------	--	----------------	--	--

**LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)**

Full Name	Spouses Full Name (if applicable)	Ownership %	Email address	Title

3. Franchisee Entity Name		Operating Entity Name (if different)		

Address:				
----------	--	--	--	--

Key Contact Name:				
-------------------	--	--	--	--

Phone #:		Email Address:		
----------	--	----------------	--	--

**LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)**

Full Name	Spouses Full Name (if applicable)	Ownership %	Email address	Title

4. Franchisee Entity Name		Operating Entity Name (if different)		

Address:				
----------	--	--	--	--

Key Contact Name:				
-------------------	--	--	--	--

Phone #:		Email Address:		
----------	--	----------------	--	--

**LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)**

Full Name	Spouses Full Name (if applicable)	Ownership %	Email address	Title

7.4 A	<p>For each individual who is an existing franchisee, list the franchise number for each franchised restaurant in which that individual currently owns a direct or indirect ownership interest.</p> <p>If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.</p>	
	Name:	Existing Franchise/Store Number:
7.4 B	<p>For each individual who is NOT an existing franchisee, list the franchise number for each franchised restaurant in which that individual at any time previously owned a direct or indirect ownership interest.</p> <p>If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.</p>	
	Name:	Existing Franchise/Store Number:
7.4 C	<p>If any individual identified above was disapproved as a prospective franchisee or as a purchaser of any of our franchised restaurants in the last ten (10) years, state below the name of each individual who was disapproved or disqualified.</p> <p>If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.</p>	
	Name:	Applicable Section/Subsection:
7.4 D	<p>If any entity or individual (including a spouse) identified above has ever filed bankruptcy, state below the name of each individual and specify to which subsection the individual's response applies. If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.</p>	
	Name:	Applicable Section/Subsection:

**EXHIBIT S**  
**OFFER LETTER**

**OFFER LETTER  
(WITH LCE NOT IN THE CHAIN OF TITLE)**

[DATE]  
[FRANCHISEE]  
[ADDRESS]  
[ADDRESS]

Re: Little Caesars® Restaurant at [INSERT LOCATION and RESTAURANT #]

Dear [NAME],

As a follow-up to our discussion on [INSERT DATE], this Offer Letter is intended to summarize the deal terms regarding your agreement to purchase the above-referenced franchised Restaurant(s) from Little Caesar Enterprises, Inc. ("LCE") or directly from a third party ("Seller") under purchase rights controlled by LCE.

1. Purchase Price: [LCE to delete or amend as applicable]

Initial Deposit (payable by bank or certified check):	\$ _____
Amount to be financed:	\$ _____
Balance to be paid at closing (by bank or certified check):	\$ _____
 Total Purchase Price:	 \$ _____

2A. Rights to be Purchased: LCE has the right to purchase the above-referenced restaurant(s) (each a "Restaurant") from the Seller for \$ \_\_\_\_\_, under the terms of the contract(s) attached hereto as **Exhibit "A"**. You also agree to pay us an additional \$ \_\_\_\_\_ for LCE to assign to you its right to purchase the Seller's assets for the above referenced Purchase Price, as provided in the contract(s) attached as **Exhibit "A"**, and to provide certain other benefits that are set forth herein. You agree to purchase the Restaurant(s) directly from the Seller and to comply with all terms, covenants and conditions applicable to the buyer in the contract(s) for sale, unless LCE otherwise directs in writing. It is solely your obligation to perform all lien and Judgment searches and any other due diligence with respect to the Seller and the Seller's assets.

LCE and its agents make no representation or warranty, express or implied, written or oral, to you with respect to any matter concerning the Restaurant(s), including without limitation its physical condition, the condition of any equipment located thereon, or the likelihood of its success. Each Franchise Agreement is specific to one location only and does not grant you any geographical territory free from competition for customers. Competition may result not only from other chains and independent restaurants but also from additional restaurants (or other distribution channels) that we now or in the future franchise, license or in which we engage in the vicinity of the Restaurant(s). Subject only to any express provision in the Franchise Agreement providing a specific radius within which we will not approve a particular type of new Little Caesars restaurant, we and our affiliates have the right to approve at any time the development and operation of new restaurants in the vicinity of the Restaurant(s) that may compete with the Restaurant(s). We recommend that you independently investigate all areas in the vicinity of the Restaurant(s) and assess competition which could result from such restaurants.



2B. LCE Franchise Agreement: You will sign LCE’s then-current Franchise Agreement with franchise term through \_\_\_\_\_. The Franchise Agreement contains conditional renewal rights. See the Franchise Agreement for details.

The weekly royalty, weekly advertising fee and other fees are set forth in the Franchise Disclosure Document (“FDD”) and the Franchise Agreement.

2C. Remodel/Refurbishment Requirements: As a condition of sale under the Seller’s franchise agreement(s), you must renovate or refurbish the Restaurant(s) to LCE’s then-current standards, at your own expense, on or before the following dates:

<u>Franchisee/Restaurant #</u>	<u>Required Date</u>	<u>Requirement</u>
--------------------------------	----------------------	--------------------

Please also see the sample LCE Franchise Agreement that is included as an exhibit to the FDD. The Franchise Agreement also requires that you make periodic upgrades during the term of the Franchise Agreement.

2D. Training Requirements: Please see the FDD to determine the minimum number of franchisee shareholders and employees who must successfully complete the applicable LCE training programs. If you do not already have the minimum number of trained people, then the required number of persons must attend and pass all applicable training course(s) as a pre-condition of our approval of the transaction.

3. Third-Party Lease(s): The Seller operates the Restaurant(s) under the following lease(s) (LCE is not a party to the lease(s)):

Restaurant #

Accordingly, you must take assignment of the current lease for each of the premises. Copies of the current lease(s) are attached. Please carefully review each third-party lease to determine its terms and conditions. Because these are third party leases, LCE makes no representation regarding the accuracy or validity of the terms or conditions of these leases, or whether the lease was modified without LCE’s knowledge.

4. Territory Reservation Agreement. *[if applicable]*

If the Restaurant(s) are under an unexpired Territory Reservation Agreement (TRA) with the Seller, you also will execute a replacement TRA on terms described in the FDD that we provided to you. The payments due under the TRA are as follows:

[LIST]

5. Working Capital. Purchasing the above-referenced Restaurant(s) will necessitate start-up costs for the business. *[add if further development is called for under a TRA: Other working capital will likely be necessary for the development of additional restaurants within your territory granted in the TRA.]* Please refer to the FDD that you received.

6. Your Approval and Commitment to Proceed. Your obligation to purchase the Restaurant(s) is contingent on your approval of the terms and conditions of this Agreement, your approval of the condition of the premises and all equipment located on such premises, and your understanding that you will have to sign

the following standard-form LCE documents: Little Caesars® Franchise Agreement, including a personal guarantee and all other applicable schedules or addenda.

You are hereby granted a period of fifteen (15 days) from the date of transmission of this Offer Letter (the "Due Diligence Period") to satisfy yourself with respect to such matters. During the Due Diligence Period, LCE shall reasonably cooperate to the extent it is able to make available to you, upon reasonable prior notice, access to the Restaurant(s) premises to enable reasonable inspection, examination, investigation and appraisal.

If at the end of the Due Diligence Period you wish to proceed to purchase the Restaurant(s), please acknowledge your acceptance of these terms by signing this Offer Letter and returning it with a certified deposit check made payable to Little Caesar Enterprises, Inc. in the amount of \$\_\_\_\_\_. The deposit will be applied to the purchase price. If the LCE Finance Committee does not approve this transaction for any reason, this Offer Letter will terminate and LCE will refund the deposit. You agree, however, that LCE will retain your deposit as liquidated damages in all other cases, including without limitation if your failure to receive approval from a lender or us is due to any material misrepresentation or omission in your applications, or if you fail to complete the purchase of the Restaurant(s) after signing this Offer Letter.

Please note that although you have previously signed our most recent FDD, you must not sign this Agreement for at least seven (7) calendar days (or such longer period as is required by state law) after you received this Agreement in execution-ready form. The first day you are permitted to sign) is the "Execution Date".

If this Agreement is not signed and returned to LCE within ten (10) calendar days of the Execution Date, with a certified check in the deposit amount referenced above, then LCE may, at its sole discretion, rescind or void this Agreement and may offer the Restaurant(s) to another franchise prospect.

7. Failure to Close. In reliance on your promises in this Agreement, we or our affiliate will make substantial financial and other commitments to purchase and/or lease the premises and/or to undertake development of the premises for delivery to you. These commitments far exceed the forfeitable deposits made by you and the deposits will not fully compensate us for any default by you under this Agreement. Consequently, you agree that, if you fail to perform or repudiate this Agreement for any reason, including your non-compliance with any other agreement with us or you are no longer approved for expansion in our system at the time of closing ("Failure to Close"), we will retain your Initial Deposit(s) and you will compensate us in an amount equal to our out-of-pocket investment in or liability to third parties in connection with acquisition and/or development of the premises. We reserve our right to pursue all remedies available to us, at law or in equity, including incidental and consequential damages, in the event of a Failure to Close.
8. Miscellaneous. *[insert any other deal-specific terms in this Section]*

This Agreement may be executed electronically and in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**The terms of this Agreement are contingent upon the approval of the LCE Finance Committee and, if the candidate approval process is not yet completed, our approval is also subject to you being approved as an LCE franchisee based on our then-current standards and qualification requirements.**

You may form an entity to enter into franchise documents for the Restaurant(s), provided that the signatories to this Offer Letter collectively hold 100% of the ownership rights of such entity. There are limitations on the words and letters you may use as part of your entity name as well as the permitted purpose of your entity. Please see the Franchise Agreement in the FDD for details.

Please call me if you have any other questions.

Once again, I appreciate your interest in this opportunity.

Very truly yours,  
LITTLE CAESAR ENTERPRISES, INC.

\_\_\_\_\_  
By: \_\_\_\_\_, Vice President

AGREED TO:

[FRANCHISEE ENTITY]

By: \_\_\_\_\_  
\_\_\_\_\_, and individually

\_\_\_\_\_  
\_\_\_\_\_, and individually

\_\_\_\_\_  
\_\_\_\_\_, and individually

\_\_\_\_\_  
\_\_\_\_\_, and individually

**EXHIBIT T**

**TEMPORARY OPERATING AGREEMENT**

Store # \_\_\_\_\_

**TEMPORARY OPERATING AGREEMENT**

This Temporary Operating Agreement (“TOA”) dated \_\_\_\_\_ is entered into by and between Little Caesar Enterprises, Inc. (“LCE”, “we”, “us” or “our”) and \_\_\_\_\_ (“you” or “your”).

**Section 1. Data Schedule**

Restaurant Address: \_\_\_\_\_ (the “Restaurant”)

Temporary Operation Commencement Date: [Date and Time]

Temporary Operation Expiration Date: The earlier of [INSERT OUTSIDE DATE] or the date we elect to terminate the TOA

Royalty Fee: 6.0% of Gross Sales (as that term is defined in the Franchise Agreement)

Advertising Fee: An amount specified by LCE for a time period specified by us; provided, however, that such amount shall not exceed seven percent (7%) of Gross Sales (as that term is defined in the Franchise Agreement).

Base Rent:

Additional Rent:

**Section 2. Grant; Term; Acceptance of Restaurant and Premises; Terms, Covenants and Conditions**

This TOA sets forth the authority granted to you, and your acceptance of the obligation, to occupy the Restaurant premises and operate the Little Caesars Restaurant set forth above on a temporary basis.

You agree to enter and commence temporary operation of the Restaurant on the Temporary Operation Commencement Date as listed in the Data Schedule, and you agree to cease operations at the Restaurant and deliver up possession of the Restaurant to us upon no less than forty-eight (48) hours prior written notice from us.

You agree to accept the Restaurant premises and equipment “AS IS” without any warranties, express or implied, and you agree that you will be solely responsible for all cleaning, maintenance, and repair with respect to the Restaurant, including all equipment, furnishings and fixtures, and the premises of which the Restaurant is a part. You will not receive any management or other operation fee or payments of any kind from us for your temporary operation of the Restaurant.

[LCE will select either A or B as applicable]

[A. For the term of the TOA, you agree to operate the Restaurant in compliance with all of the terms, covenants, and conditions (including, without limitation, with respect to indemnification and obtaining insurance) of your Little Caesars Franchise Agreement dated \_\_\_\_\_ for Store # \_\_\_\_\_.]

OR

[B. For the term of the TOA, you agree to operate the Restaurant in compliance with all of the terms, covenants and conditions (including, without limitation, with respect to indemnification and obtaining insurance) in the standard form Franchise Agreement included in our current version of the Little Caesars Franchise Disclosure Document (“FDD”) that we delivered to you. You agree that the terms of the standard form Franchise Agreement are incorporated herein by reference.]

In addition, for the term of the TOA, you agree to abide by all of the terms, covenants and conditions of the lease in effect for the Restaurant. A copy of that lease is attached as Exhibit \_\_\_ to this Agreement.

**Section 3. Fees**

You will be responsible for the payment to us of all Royalty Fees and Advertising Fees (including any additional advertising that applies to the market in which the Restaurant is located) for the Restaurant during the term of this TOA, at the rates listed in the Data Schedule.

You will pay us (or the third-party landlord, if we are not the landlord) a total Base Rent and all Additional Rent equal to the amount set forth in the Data Schedule in advance of the first day of each calendar month, unless the lease establishes a different date for payment, in which case that date shall apply.

If you do not already have an account, you will be responsible for establishing an account with our approved distributor(s) for the purchase of products and ingredients. You agree to transfer the utilities to your name within five days of signing this TOA and you shall be responsible for payment of all utilities as of the Temporary Operation Commencement Date.

**Section 4. Miscellaneous**

This TOA will become effective upon receipt by both parties of an original counterpart hereof, fully executed by each party. This Agreement may be executed in multiple counter-parts and delivered electronically, and such counter-parts, when taken together, shall form one integrated document.

**AGREED TO AND ACCEPTED BY THE PARTIES:**

**LITTLE CAESAR ENTERPRISES, INC.**

**TOA ENTITY**

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

Its:

Date:

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

Its:

Date:

### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<b>STATE</b>	<b>EFFECTIVE DATE</b>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT**

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Little Caesar Enterprises, Inc. ("LCE") offers you a franchise, LCE must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, LCE or our affiliate in connection with the proposed franchise sale. **New York** requires that LCE give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. **Michigan** requires that LCE 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 LCE 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 those state agencies listed in Exhibit H.

The franchisor is Little Caesar Enterprises, Inc. located at 2125 Woodward Avenue, Detroit, Michigan 48201-3400. Its telephone number is (313) 471-6000.

Issuance Date: March 29, 2024 (the effective dates of this disclosure document in states with franchise registration laws are listed in the State Effective Dates page)

LCE's franchise seller is Patrick Cunningham, Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit, Michigan 48201-3400, telephone (313) 471-6000. Any additional franchise sellers involved in offering the franchise are: \_\_\_\_\_

LCE authorizes the state agencies in Exhibit H to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated March 29, 2024 that included the following Exhibits:

- |  |  |
|--|--|
| A. Franchise Agreement                                 | J. Financial Statements  |
| B. Territory Reservation Agreement                     | K. Guarantee of Performance  |
| C. Renewal Addendum to Franchise Agreement             | L. Training Participant Agreement  |
| D. Food Truck Addendum and Food Truck Renewal Addendum | M. Caesar Vision User Terms  |
| E. Table of Contents to ORG                            | N. Release for Renewal or Transfer of Existing Franchise or Purchase of Additional Franchise |
| F. List of Franchisees as of Dec. 31, 2023             | O. Transfer Addendum to Franchise Agreement  |
| G. Franchisees Who Exited a Franchise During 2023      | P. Transfer Addendum – No Right to Renew   |
| H. State Administrators/Agents for Service of Process  | Q. Pricing Acknowledgment  |
| I. State-Specific Disclosures and Contract Addenda     | R. Rider to Contract for Sale  |
|  | S. Offer Letter  |
|  | T. Temporary Operating Agreement   |

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
(Print Name of Prospective Franchisee (For Entity))

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

Signature \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Prospective Franchisee (For Individuals))

State: \_\_\_\_\_

Signature \_\_\_\_\_

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

**IF NEEDED, SEE NEXT PAGE FOR ADDITIONAL SIGNATURE SPACES.**



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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

**RECEIPT**

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Little Caesar Enterprises, Inc. ("LCE") offers you a franchise, LCE must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, LCE or our affiliate in connection with the proposed franchise sale. **New York** requires that LCE give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. **Michigan** requires that LCE 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 LCE 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 those state agencies listed in Exhibit H.

The franchisor is Little Caesar Enterprises, Inc. located at 2125 Woodward Avenue, Detroit, Michigan 48201-3400. Its telephone number is (313) 471-6000.

Issuance Date: March 29, 2024 (the effective dates of this disclosure document in states with franchise registration laws are listed in the State Effective Dates page)

LCE's franchise seller is Patrick Cunningham, Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit, Michigan 48201-3400, telephone (313) 471-6000. Any additional franchise sellers involved in offering the franchise are: \_\_\_\_\_

LCE authorizes the state agencies in Exhibit H to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated March 29, 2024 that included the following Exhibits:

- |  |  |
|--|--|
| A. Franchise Agreement                                 | J. Financial Statements  |
| B. Territory Reservation Agreement                     | K. Guarantee of Performance  |
| C. Renewal Addendum to Franchise Agreement             | L. Training Participant Agreement  |
| D. Food Truck Addendum and Food Truck Renewal Addendum | M. Caesar Vision User Terms  |
| E. Table of Contents to ORG                            | N. Release for Renewal or Transfer of Existing Franchise or Purchase of Additional Franchise |
| F. List of Franchisees as of Dec. 31, 2023             | O. Transfer Addendum to Franchise Agreement  |
| G. Franchisees Who Exited a Franchise During 2023      | P. Transfer Addendum – No Right to Renew   |
| H. State Administrators/Agents for Service of Process  | Q. Pricing Acknowledgment  |
| I. State-Specific Disclosures and Contract Addenda     | R. Rider to Contract for Sale  |
|  | S. Offer Letter  |
|  | T. Temporary Operating Agreement   |

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
(Print Name of Prospective Franchisee (For Entity))

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

Signature \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Prospective Franchisee (For Individuals))

State: \_\_\_\_\_

Signature \_\_\_\_\_

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

**IF NEEDED, SEE NEXT PAGE FOR ADDITIONAL SIGNATURE SPACES.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.